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8 Attorneys for Plaintiff
9 ALEXANDER FLAMER IV

10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

12 ALEXANDER FLAMER IV, an
13 individual,

14 Plaintiff,
15 vs.

16 ADVERTISE PURPLE, a California
17 corporation; and DOES 1 through 10,
18 inclusive,
19 Defendants.

Case No. 23STCV14693

**~~PROPOSED~~ ORDER GRANTING MOTION
FOR APPROVAL OF PAGA ACTION
SETTLEMENT**

Date: March 14, 2024
Time: 9:00 a.m.
Dept. 54
Judge: Hon. Maurice A. Leiter
[Assigned for all purposes]

Reservation ID: 412407530268

Complaint Filed: June 23, 2023
Trial Date: T.B.D

1 **ORDER**

2 Having considered Plaintiff Alexander Flamer IV's unopposed Motion for Approval of
3 PAGA Action Settlement, the parties' PAGA Action Settlement and Amendment to PAGA Action
4 Settlement, the arguments of counsel, and other matters before the Court in this action, and finding
5 good cause,

6 **IT IS HEREBY ORDERED THAT:**

7 1. This Order incorporates by reference the definitions set forth in the PAGA Action
8 Settlement as though fully set forth herein, and all capitalized terms used herein shall have the same
9 meaning as set forth in the PAGA Settlement Agreement. The parties' PAGA Action Settlement and
10 Amendment to the PAGA Action Settlement are collectively referred to herein as the "Settlement."

11 2. The Court finds that the Settlement has been submitted to the Labor and Workforce
12 Development Agency ("LWDA") in conformity with Labor Code § 2699(1)(2).

13 3. The Aggrieved Employees covered by this Settlement consists of all persons
14 employed by Advertise Purple in California as a business development representative or account
15 executive from April 3, 2022 to February 15, 2024.

16 4. The Court finds that the parties reached the Settlement as a result of arms-length
17 negotiations and that the Settlement is fair, reasonable and adequate in view of the PAGA's purposes
18 to remediate present labor law violations, deter future ones, and to maximize enforcement of state
19 labor laws. *See Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.

20 5. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum
21 allocated for payment of penalties under PAGA ("Net Settlement Amount"), and determined that the
22 Net Settlement Amount is fair, just, reasonable, and adequate. The Court hereby approves the Net
23 Settlement Amount. The Net Settlement Amount shall be \$42,120.87, which equals the Gross
24 Settlement Amount (\$82,500) minus the approved PAGA Counsel Attorney Fees and Litigation
25 Costs Payments, the PAGA Plaintiff Service Payment and the Administration Expenses Payment.
26 Seventy-five percent (75%) of the Net Settlement Amount shall be paid to the LWDA and the
27 remaining twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the
28 Aggrieved Employees in accordance with this Order, Judgment, and the Settlement.

1 6. The Parties and Administrator are hereby ordered to implement the Settlement in
2 accordance with its terms as follows:

3 7. The Court directs Defendants to pay the Gross Settlement Amount to the
4 Administrator pursuant to the Settlement.

5 8. The Court appoints Ilym Group, Inc. as the Administrator. The Court directs the
6 Administrator to administer the Settlement and to make the payments as provided by the Settlement,
7 this Order and the Judgment.

8 9. The Court approves the payment to Custis Law, P.C. of \$27,497.25 as Plaintiff's
9 Counsel Attorneys' Fees, and \$7,886.88 in litigation costs.

10 10. The Court approves the payment of \$3,995 to the Administrator to administer the
11 Settlement.

12 11. The Court approves the payment to Plaintiff of a Service Payment in the amount of
13 \$1,000 for his service to the Aggrieved Employees and the State of California.

14 12. The Court approves as to form and content the PAGA Payment Letter, attached as
15 Exhibit 2 the Amendment to PAGA Settlement Agreement, for distribution to the Aggrieved
16 Employees.

17 13. Settlement checks will be negotiable for 180 days. Any Settlement check that is not
18 negotiated within 180 days from the date the check is issued by the Administrator and mailed to the
19 Aggrieved Employees shall be distributed as follows: The sum of uncashed settlement payments
20 shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed
21 Property Law, California Code of Civil Procedure § 1500, *et seq.* in the names of those Aggrieved
22 Employees who did not cash their settlement checks until such time they claim their property.

23 14. Without affecting the finality of this order or the entry of judgment in any way, the
24 Court retains jurisdiction of all matters relating to the interpretation, administration, implementation,
25 effectuation, and enforcement of this order and the Settlement.

26 15. After settlement administration has been completed in accordance with the
27 Settlement, and in no event later than 260 days after the Effective Date, the Administrator shall
28 prepare a declaration regarding the distribution of settlement funds. Plaintiff's Counsel is directed to

1 file the Administrator's declaration no later than December 15, 2024.

2 **IT IS SO ORDERED:**

3 Dated: 03/19/2024



Maurice A. Leiter

Hon. Maurice A. Leiter

Judge of the Superior Court

Maurice A. Leiter / Judge

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PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California; I am over the age of 18 years and not a party to the within action; my business address is 2121 Avenue of the Stars, Suite 800, Los Angeles, California 90067.

On February 16, 2024, I served the foregoing document(s) described as:

**[PROPOSED] ORDER GRANTING MOTION FOR
APPROVAL OF PAGA ACTION SETTLEMENT**

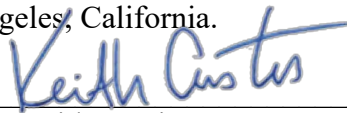
on the interested parties in this action,

Debra Ellwood Meppen
Kimberly Westmoreland
Peter Choi
Gordon Rees
Scully Mansukhani, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071
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by sending a true copy thereof to the interested parties as follows:

- ☐ **(BY PERSONAL SERVICE)** By causing the document(s) listed above to be personally delivered on the date set forth above to the person(s) at the address(es) set forth above.
- ☒ **(BY EMAIL)** By electronically mailing a true and correct copy through Custis Law, P.C.'s electronic mail system from kcustis@custislawpc.com to the email addresses set forth above pursuant Code of Civil Procedure Section 1010.6(e) and Rule 2.251 of the California Rules of Court.
- ☐ **(BY U.S. MAIL)** In accordance with the regular mailing collection and processing practices of this office, with which I am readily familiar, by means of which mail is deposited with the United States Postal Service at Los Angeles, California, that same day in the ordinary course of business, I deposited such sealed envelope, with postage thereon fully prepaid, for collection and mailing on this same date following ordinary business practices, addressed as set forth below.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on February 16, 2024 in Los Angeles, California.



Keith Custis