

1 ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com
2 JAMIE SERB, ESQ. (SBN 289601)
jamie@crosnerlegal.com
3 SEPIDEH ARDESTANI (SBN 274259)
sepideh@crosnerlegal.com
4 **CROSNER LEGAL, PC**
5 9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
6 Tel: (866) 276-7637
Fax: (310) 510-6429
7

8 Attorneys for Plaintiff ARTURO SALAS GARCIA
on behalf of the State of California,
9 and others similarly situated and aggrieved

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

12 ARTURO SALAS GARCIA, on behalf of
13 the State of California, and others similarly
situated and aggrieved,

14 Plaintiff,

15
16 v.

17
18 STAY GREEN INC., a California
Corporation; and DOES 1-100, inclusive,

19 Defendants.
20
21

Case No.: 23STCV17296

**NOTICE OF ENTRY OF ORDER
GRANTING MOTION FOR APPROVAL
OF SETTLEMENT UNDER PRIVATE
ATTORNEYS GENERAL ACT**

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2
3 **PLEASE TAKE NOTICE THAT** the Court entered Order Granting Motion for Approval
4 of Settlement Under Private Attorneys General Act on May 17, 2024. A true copy of the order is
5 attached hereto as Exhibit A.

6 Respectfully submitted,

7 Dated: July 19, 2024

CROSNER LEGAL, P.C.

8
9 

Jamie Serb, Esq.

Sepideh Ardestani, Esq.

Attorneys for Plaintiff

ARTURO SALAS GARCIA

Exhibit A

05/17/2024

David W. Slayton, Executive Officer / Clerk of Court

By: V. Trujillo Deputy

JAMIE K. SERB, ESQ. (SBN 289601)
jamie@crosnerlegal.com
SEPIDEH ARDESTANI, ESQ. (SBN 274259)
sepideh@crosnerlegal.com
ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429

Attorneys for ARTURO SALAS GARCIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ARTURO SALAS GARCIA, on behalf of
the State of California, and others similarly
situated and aggrieved,

Plaintiff,

vs.

STAY GREEN INC., a California
corporation; and DOES 1-100, inclusive,
Defendants.

Case No.: 23STCV17296

Assigned for All Purposes to:
Hon. Gregory Keosian
Dept. 61

**~~PROPOSED~~ ORDER GRANTING MOTION
FOR APPROVAL OF SETTLEMENT
UNDER PRIVATE ATTORNEYS GENERAL
ACT**

Date: April 30, 2024
Time: 8:30 a.m.
Dept.: 61

Reservation ID: 566136987541

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), Plaintiff Arturo Salas ’s Motion for Approval of Settlement under PAGA came
3 before the Court on a regularly noticed motion.

4 Plaintiff’s Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by PAGA
6 under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in
7 Plaintiff’s complaint and his letter to the Labor Workforce & Development Agency (“LWDA”)
8 dated March 28, 2023 (the “LWDA Notice”), on behalf of all persons currently or formerly
9 employed by defendant Stay Green Inc. (“SGI”) as non-exempt employees in California, who
10 worked for SGI during the PAGA Period of March 15, 2022 through February 14, 2024..

11 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review
12 and approve any settlement of any civil action filed pursuant to this part.” Labor Code section
13 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the
14 Settlement Agreement, including the proposed PAGA penalties under Labor Code section
15 2699(1)(2) and having considered the papers filed in support of the proposed settlement and the
16 arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

17 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;

18 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
19 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
20 terms, as fair, reasonable, and adequate;

21 3. The Court finds further that Plaintiff and the LWDA, on behalf of itself and the
22 Aggrieved Employees, are deemed to release the Released Parties from all claims for PAGA
23 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
24 facts stated in the Operative Complaint, and the PAGA Notice.

25 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the State
26 of California as to those claims brought in the Action, and shall bar any claim under PAGA brought by any
27 person, including the Aggrieved Employees, on behalf of the State of California, as to the Released Claims
28 and Released Parties.

1 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
2 Defendant is directed to make all payments required by the Settlement Agreement;

3 6. Under the Settlement Agreement, Defendant agrees to pay the Gross Settlement Amount
4 of One Hundred and Fifty Thousand Dollars and No Cents (\$150,000.00), which is inclusive of payments
5 to the LWDA and Aggrieved Employees, Plaintiff's enhancement, Attorney's Fees and Costs, and
6 Administration costs. No portion of the Gross Settlement Amount will revert to Defendants. Plaintiff's
7 Counsel requests an award of attorney's fees of \$52,500.00 and reimbursement of actual litigation expenses
8 of \$8,000.00, and Plaintiff requests a service award in the amount of \$7,500.00, from the Gross Settlement
9 Amount. Defendant does not oppose these requests. The Court finds the Gross Settlement Amount and the
10 Settlement is fair, reasonable and adequate, and approves each of these payments, and directs the
11 Settlement Administrator to make the following payments from the PAGA Allocation:

- 12 a. \$52,500.00 in attorney's fees to Crosner Legal, PC;
13 b. \$8,000.00 in litigation costs to Crosner Legal, PC;
14 c. \$7,500.00 to Plaintiff Arturo Salas Garcia; and
15 d. \$3,500.00 in administration costs to Atticus Administration, LLC.

16 7. After deducting the foregoing payments, the estimated remainder of approximately
17 \$78,500.00 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the
18 NSA will then be distributed 75 percent (approximately \$58,875.00) to the LWDA, and the remaining 25
19 percent (approximately \$19,625.00) to the Aggrieved Employees on a pro rata basis, as set forth in the
20 Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to
21 issue checks to the LWDA and Aggrieved Employees, as set forth in the Settlement Agreement, and to
22 otherwise carry out its duties as set forth in the Settlement Agreement.

23 /////

24 /////

25 /////

26 /////

27 /////

28 /////

1 8. This document shall constitute a Judgment for purposes of California Rule of Court
2 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the
3 purpose of supervising implementation, enforcement, construction, administration, and interpretation of the
4 Settlement Agreement and this Judgment.

5 **IT IS SO ORDERED.**



Lynne M. Hobbs

8 Dated: 05/17/2024

Lynne M. Hobbs / Judge

Judge of the Superior Court

1 PROOF OF SERVICE
2 *ARTURO SALAS GARCIA V. STAY GREEN INCET AL.*
3 *Los Angeles Court Case No. 23STCV17296*

4 At the time of service, I was over 18 years of age and not a party to this action. I am
5 employed in the County of Los Angeles, State of California. My business address is 9440 Santa
6 Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

7 On July 19, 2024, I served true copies of the following document(s) described as

8 **[PROPOSED] ORDER GRANTING MOTION FOR APPROVAL OF SETTLEMENT**
9 **UNDER PRIVATE ATTORNEYS GENERAL ACT**

10 on the interested parties in this action as follows:

11 SEE ATTACHED SERVICE LIST

12 ☒ BY ELECTRONIC TRANSMISSION. I transmitted copies of the above-referenced
13 document(s) from the email address mathew@crosnerlegal.com to the interested parties in this
14 action by electronic transmission. Said electronic transmission was reported as complete and
15 without error. Court at whose direction the service was made.

16 ☒ BY UNITED STATES POSTAL SERVICE. I enclosed the documents in electronic pdf
17 format and submitted them electronically into the mail provider, Letterstream, Inc.'s, online mail
18 portal (letterstream.com) to be mailed addressed to the entities and/or persons listed in the Service
19 List as set forth herein. I caused an envelope containing the documents to be placed for collection
20 and mailing and to be mailed by First Class Mail, following our law firm and Letterstream, Inc.'s
ordinary business practices. I am readily familiar with our business practices and the business
practices of Letterstream, Inc. for collecting and processing correspondence for mailing. On the
same day that correspondence is placed for collection and mailing, it is deposited in the ordinary
course of business with the United States Postal Service, in a sealed envelope with postage fully
prepaid. Pursuant to that practice, the above-referenced document(s) were sealed in an envelope,
with postage paid, and deposited with a post office, mailbox, sub-post office, substation, mail
chute, or other facility or postal pick up/drop off regularly maintained by the United States Postal
Service or an affiliate thereof, at or near Phoenix, Arizona.

21 I declare under penalty of perjury under the laws of the United States of America that the
22 foregoing is true and correct and that I am employed in the office of a member of the bar of this
Court at whose direction the service was made.

23 Executed on July 19, 2024, at Los Angeles, California.

24 

25 _____
26 Mathew Adame

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SERVICE LIST
ARTURO SALAS GARCIA V. STAY GREEN INC ET AL.
Los Angeles Court Case No. 23STCV17296

BRIAN E. KO EGLE (SBN 218800)	Attorney for Defendants STAY GREEN
brian.koegle@ koeglelaw.com	INC.
MARIEL. WRIGHTEN (SBN 167221)	
marie.wrighten@ koeglelaw.com	
RANSOM D. BOYNTON (SBN 333262)	
ransom.boynton@ koeglelaw.com	
KOEGLE LAW GROUP, APC 27240	
Turnberry Lane, Suite 200	
Valencia, CA 9135	
Telephone: (323) 880-4520	
Facsimile: (954) 771-9264	
CC: Daniel.Martinez@koeglelaw.com	