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DANIEL RODRIGUEZ, individually,
and on behalf of Aggrieved Employees
pursuant to the California Private
Attorneys General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DANIEL RODRIGUEZ, individually, and on
behalf of Aggrieved Employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

REPUBLIQUE, LLC, a California Limited
Liability Company; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 23STCV14521

*Assigned for all purposes to Hon. Joseph Lipner,
Dept. 72*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S UNOPPOSED
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Date: October 1, 2024
Time: 8:30 a.m.
Dept.: 72
Reservation ID: 143101574900

Complaint Filed: June 22, 2023

1 **[PROPOSED] ORDER AND JUDGMENT**

2 On October 1, 2024, at 8:30 a.m. in Department 72 of the above-entitled Court, located at
3 Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California 90012, Plaintiff Daniel
4 Rodriguez's ("Plaintiff") Motion for Approval of PAGA Settlement ("Motion") came on for hearing
5 before the Honorable Joseph Lipner. Blackstone Law, APC appeared on behalf of Plaintiff, and Hill,
6 Farrer & Burrill, LLP appeared on behalf of Defendant Republique, LLC. ("Defendant"). Based on
7 the pleadings on record, all papers submitted in connection with Plaintiff's Motion to approve the
8 Private Attorneys General Act Settlement Agreement and Release ("Agreement" or "Settlement
9 Agreement"), and for good cause appearing, Plaintiff's Motion is GRANTED.

10 The Court having reviewed Settlement Agreement attached as **Exhibit 1, hereby ORDERS**
11 **AND ADJUDGES:**

12 1. For purposes of this Order, the Court refers to all defined terms as set forth in the
13 Settlement Agreement.

14 2. The Court finds the Settlement was entered into in good faith as a result of arms-length
15 negotiations, that the settlement is fair, reasonable and adequate, and that the settlement satisfies the
16 standards and applicable requirements for approval of representative actions under the California
17 Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("PAGA"). The Settlement is hereby
18 accepted and approved.

19 3. The Parties shall bear their own respective attorneys' fees and costs, except as
20 otherwise provided for in the Settlement and approved by the Court.

21 4. The Settlement is not an admission by Defendant nor is this Order a finding of the
22 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement,
23 nor any document referred to herein, nor any action taken to carry out the Settlement, may be used as
24 an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against
25 Defendant.

26 5. The Court hereby confirms Jonathan M. Genish, Karen I. Gold, Ashley H. Cruz and
27 Marissa A. Mayhood of Blackstone Law, APC as PAGA Counsel.

28 6. The Court appoints Phoenix Settlement Administrators as the Settlement Administrator

1 to administer the Settlement pursuant to the terms of the Settlement Agreement.

2 7. Defendant shall pay the Gross Settlement Amount of \$225,000.00 according to the
3 terms of the Settlement Agreement.

4 8. The Net Settlement Amount (\$140,529.84) means the Gross Settlement Amount
5 (\$225,000.00) minus the following: (a) \$67,500.00 allocated to Attorneys' Fees to Plaintiff's Counsel;
6 (b) \$12,520.16 allocated to litigation costs; (c) \$4,450.00 allocated to Settlement Administrator costs.

7 9. The Court approves payment to Plaintiff's counsel of Attorneys' Fees in the amount of
8 \$67,500.00 to be paid from the Gross Settlement Amount and disbursed in accordance with this Order
9 and the Settlement Agreement.

10 10. The Court approves payment to Plaintiff's counsel of actual litigation costs in the
11 amount of \$12,520.16 to be paid from the Gross Settlement Amount and disbursed in accordance with
12 this Order and the Settlement Agreement.

13 11. The Court approves payment to the Settlement Administrator for its reasonable costs
14 and fees to administer the Settlement in the amount of \$4,450.00 to be paid from the Gross Settlement
15 Amount and disbursed in accordance with this Order and Judgment and the Settlement Agreement

16 12. In accordance with Labor Code § 2699(d), 75% of the Net Settlement Amount
17 (\$105,397.38) is allocated to the LWDA, and the remaining 25% (\$35,132.46) is allocated to the
18 Aggrieved Employees on a pro-rata basis.

19 13. The "PAGA Period" means the time period from May 16, 2022 to February 28, 2024.

20 14. "Aggrieved Employees" means the current and former non-exempt employees who
21 worked for Republique in California at any time during the PAGA Period.

22 15. The Court directs Defendant to deposit the Gross Settlement Amount with the
23 Settlement Administrator within 30 days of the Effective Date.

24 16. The amount of each Aggrieved Employee's individual settlement payment will be
25 calculated as follows: Twenty-five (25%) of the Net Settlement Amount shall be distributed to the
26 Aggrieved Employees on a pro-rata basis, based on their respective number of pay periods worked for
27 Defendant during the PAGA Period.

28 17. By operation of this Order, Plaintiff shall fully, finally, and forever release and

1 discharge Defendant and the Released Parties from any and all of Plaintiff's released claims and
2 shall be forever barred from pursuing such released claims against Defendant and the Released
3 Parties.

4 18. By operation of this Order, the State of California (including the LWDA) and the
5 Aggrieved Employees (including Plaintiff) shall for the PAGA Period fully, finally and forever
6 release and discharge Defendant and the Released Parties from any and all PAGA Released Claims,
7 as defined in the Settlement Agreement, and shall be forever barred from pursuing such PAGA
8 Released Claims against Defendant and the Released Parties.

9 19. The Court directs the Parties and the Settlement Administrator to carry out the terms
10 of the Settlement Agreement. This includes that each Aggrieved Employee will be issued one check
11 for his or her share of the Employee Payments. The Aggrieved Employee's check will expire one
12 hundred and eighty (180) calendar days from the date the checks are issued by the Settlement
13 Administrator. After the 180 day-period, the Settlement Administrator shall cancel all checks that
14 have not been cashed or deposited and remit funds associated with such canceled checks to the
15 Unclaimed Property Fund of the State Controller's Office in the name associated with each of the
16 Aggrieved Employees whose checks are canceled.

17 20. The Court approves of the proposed letter attached to the Settlement Agreement as
18 **Exhibit A** to be sent to Aggrieved Employees along with their respective settlement check.

19 21. Under California Code of Civil Procedure section 664.6, the Court retains jurisdiction
20 over the Parties to the fullest extent necessary to interpret, enforce, and effectuate the terms and intent
21 of the Settlement and this Order.

22 22. Plaintiff's counsel shall submit a copy of this Order to the LWDA within seven (7)
23 days of the entry of the Order.

24 23. The above-referenced action and all claims asserted by Plaintiff individually and in a
25 representative capacity under PAGA are hereby dismissed with prejudice.

26 24. A Non-Appearance Final Accounting Hearing is set for _____ at
27 _____ in Department 72 of the above-entitled Court. A Final Report is due to be filed no later
28 than _____ confirming that disbursements were made pursuant to the Settlement.

IT IS SO ORDERED AND ADJUDGED.

Dated: _____

Honorable Joseph Lipner
Judge of the Superior Court

EXHIBIT 1

Exhibit A

<<Mailing Date>>

[(INSERT NAME OF SETTLEMENT ADMINISTRATOR) LETTERHEAD]

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Daniel Rodriguez, et al. v. Republique, LLC*, Los Angeles County Superior Court Case No. 23STCV14521

Dear <<First Name>><<Last Name>>:

Enclosed you will find a check made payable to you. This is your payment from the court-approved settlement of the lawsuit entitled *Daniel Rodriguez, et al. v. Republique, LLC*, Los Angeles County Superior Court Case No. 23STCV14521 (the “Action”). The court approved the settlement on _____, 2024.

_____ is the third-party administrator who has been appointed by the court to administer the settlement.

The Action was filed against Republique, LLC (“Republique” or “Defendant”) pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”). The claim was brought on behalf of the State of California and all current and former non-exempt hourly employees who worked for Republique in California at any time during the PAGA Period (May 16, 2022 to February 28, 2024). You have been identified as one of the employees on whose behalf the case was brought because you were employed as a non-exempt employee by Republique during the PAGA Period.

The Plaintiff in the case claimed that Defendant owed penalties under PAGA for certain California Labor Code violations. Defendant denies doing anything wrong and deny owing any penalties. The Parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties. Under the PAGA statute, the penalties are divided between the State and the aggrieved employees. The amount allocated to employees is being distributed on a *pro rata* basis, based on the respective number of pay periods the employee worked for Defendant during the PAGA Period. The enclosed check represents your portion of the penalties allocated to the employees.

If you have questions, please contact _____ at _____.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement.