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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

11 DAVID VELEZ, on behalf of himself and all
12 others similarly situated,

13 Plaintiff,

14 vs.

16 DOWN DOG LODGE, LLC, a limited
17 liability company; and DOES 1 through 100,
inclusive,

18 Defendants.

FILED
Superior Court of California
County of Los Angeles
02/03/2025
David W. Slayton, Executive Officer / Clerk of Court
By: T. Lewis Deputy

Case No. 23STCV17285

[Assigned for all purposes to Hon. David S.
Cunningham III, Dept. 11]

REPRESENTATIVE ACTION

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, AND ENHANCEMENT
PAYMENT**

Date: February 3, 2025
Time: 9:00 a.m.
Dept.: 11

Action Filed: July 24, 2023
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on February 3, 2025 at 9:00
2 a.m. Having considered the Parties' Settlement Agreement ("Settlement");¹ the documents and
3 evidence presented in support thereof; and recognizing the disputed factual and legal issues
4 involved in this case; the risks of further prosecution, the substantial benefits to be received by
5 the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair,
6 reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length
7 negotiations between the parties, the Court hereby makes a final ruling that the Settlement is
8 approved pursuant to Labor Code section 2699(l). Good cause appearing therefor, the Court
9 hereby GRANTS Plaintiff David Velez's ("Plaintiff") Motion for Approval of Claims Brought
10 under the Private Attorneys General Act ("Motion") and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as: all of Defendant Down Dog
12 Lodge, LLC's ("Defendant") current and former non-exempt employees who are or were
13 employed in California at any time during the PAGA Period.

14 2. The "PAGA Period" means July 25, 2022 through the date of the Court approval
15 of the Settlement.

16 3. The Court hereby approves the settlement as set forth in the Settlement as fair,
17 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
18 terms.

19 4. The Court orders that Defendant shall deposit the Gross Settlement Amount of
20 \$65,000.00 with the Settlement Administrator, pursuant to the terms of the Settlement.

21 5. The Court hereby approves, as to form and content, the Explanatory Letter
22 submitted by the parties and included as Exhibit A to the Settlement.

23 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
24 Administrator.

25 ///

26
27 _____
28 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement Agreement, attached as Exhibit 1 to the Declaration of Neil M. Larsen submitted concurrently with the Motion.

1 7. Within thirty (30) calendar days after the Effective Date, Defendant shall provide
2 the Settlement Administrator with a list containing the Aggrieved Employees' names, last known
3 mailing addresses, last known telephone numbers, number of pay periods worked during the
4 PAGA Period, and Social Security numbers to the extent available from Defendant's records,
5 pursuant to the terms of the Settlement.

6 8. The Settlement Administrator is directed to mail the Individual PAGA Payments
7 and the Explanatory Letter to the Aggrieved Employees within ten (10) calendar days of receipt
8 of the Gross Settlement Amount being fully funded, pursuant to the terms of the Settlement.

9 9. The Court finds that attorneys' fees in the amount of one-third of the Gross
10 Settlement Amount (currently estimated to be \$21,666.45) for Plaintiff's counsel, and
11 reimbursement of litigation costs of \$8,581.65 to Plaintiff's counsel, are fair, reasonable, and
12 adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's
13 Counsel as provided for in the Settlement Agreement.

14 10. The Court orders that the Settlement Administrator shall be paid \$2,450.00 for all
15 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

16 11. The Court finds that the requested Service Payment of \$5,000.00 to Plaintiff is
17 fair, adequate, and reasonable in recognition of the unique contributions he has made and the risks
18 he undertook on behalf of the Aggrieved Employees and the State of California, and orders that
19 the Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement
20 Agreement.

21 12. The Court finds that the amount of \$20,476.43, representing 75% of the
22 \$27,301.90 allocated as PAGA civil penalties under the Settlement, to be paid to the California
23 Labor and Workforce Development Agency ("LWDA") as provided for by the Settlement, is fair,
24 adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the
25 terms of the Settlement Agreement. Likewise, the Court finds that the amount of \$6,825.47,
26 representing 25% of the \$27,310.90 allocated as PAGA civil penalties under the Settlement to be
27 paid to the Aggrieved Employees is fair, adequate, and reasonable.

1 13. The Court approves the scope of the release as set forth in the Settlement.
2 Following entry of this Judgment and Order and the Settlement being fully funded, Plaintiff and
3 Aggrieved Employees will have released all of the PAGA Released Claims against Defendant
4 which were resolved as part of the Settlement. The PAGA Released Claims include all claims for
5 statutory penalties under the California Private Attorneys General Act, California Labor Code §
6 2698, *et seq.*, that could have been sought by the State of California Labor Commissioner for the
7 violations identified in Plaintiff's Complaint and/or in his pre-filing notice letter filed with the
8 LWDA. The release of the PAGA Released Claims shall extend for the duration of the PAGA
9 Period.

10 14. Upon entry of this Judgment and Order, the Court permanently enjoins and forever
11 bars the Plaintiff or the Aggrieved Employees from instituting or prosecuting any of the PAGA
12 Released Claims against the Released Parties, as defined in the Settlement Agreement, which
13 were resolved as part of the Settlement.

14 15. Without affecting the finality of this Order in any way, the Court retains jurisdiction
15 to enforce the terms of the Settlement pursuant to Cal. Civ. Code Proc. § 664.6. The Court shall retain
16 exclusive and continuing jurisdiction over this Action, over all Parties, and the Aggrieved Employees
17 to interpret and enforce the terms, conditions, and obligations of the Settlement.

18 16. Plaintiff shall file a declaration confirming the final distribution of funds on or
19 before May 8, 2026.

20 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

21
22 Dated: 02/03/2025

By: _____
Honorable David S. Cunningham
Judge of the Superior Court



David S. Cunningham III / Judge