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ANDRES IBARRA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES-CENTRAL DISTRICT

(UNLIMITED JURISDICTION)

ANDRES IBARRA,

Plaintiff,

vs.

STADCO, a California corporation; BRETT
MATTA, an individual; and DOES 1 to 25,
inclusive,

Defendants.

Case No.: 23STCV26591

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Action filed: October 30, 2023

Hearing Date: October 8, 2024

Hearing Time: 8:30 a.m.

Hearing Dept: 76, Hon. Christopher K.
Lui

Reservation Number: 528939987841

1 Under Labor Code section 2699(1)(2) of the California Private Attorneys General Act of
2 2004 ("PAGA"), the Motion of Plaintiff Andres Ibarra ("Plaintiff") for Approval of Settlement
3 under PAGA came before this Court on October 8, 2024.

4 Plaintiff's Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees, as authorized by PAGA under Labor Code § 2699, in
6 relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the
7 PAGA notice letter to the California Labor Workforce and Development Agency ("LWDA"),
8 dated July 21, 2023 (the "LWDA Letter"), on behalf of all persons within the State of California
9 who are or were employed on a non-exempt basis by Defendants STADCO and Bret Matta
10 (collectively, "Defendant" or "STADCO") from July 21, 2022 through Court approval of the
11 Settlement Agreement (the "Aggrieved Employees").

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

- 19 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 20 2. The Court finds in favor of settlement approval, and therefore approves the Settlement
21 of the above-captioned action, as set forth in the PAGA Settlement Agreement between the Parties
22 and each of the releases and other terms, as fair, just, reasonable, and adequate;
- 23 3. The Court finds further that Plaintiff, acting on behalf of himself and the State of
24 California, by operation of this Order and Judgment hereby releases and forever discharges
25 Defendants and the Released Parties (as defined in the Settlement Agreement) from any and all
26 Released Claims (as defined in the Settlement Agreement) including penalties asserted in Plaintiff's
27 Complaint, including any and all known and unknown claims for civil penalties under PAGA that
28 arise;

1 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
2 State of California, and shall bar any claim under PAGA brought by any person, including the Aggrieved
3 Employees, on behalf of the State of California, as to the Released PAGA Claims and Released Parties;

4 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
5 Defendants are directed to make all payments required by the Settlement Agreement;

6 6. Under the Settlement Agreement, Defendants agree to pay a maximum sum of Two
7 Hundred Five Thousand Dollars (\$205,000.00) (the “Gross Settlement Amount”). The Gross
8 Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees, PAGA
9 Counsel’s Fees Payment and Litigation Expenses Payment, and Settlement Administration Costs. No
10 portion of the Gross Settlement Amount will revert to Defendants. Plaintiff’s Counsel requests an award
11 of attorney’s fees of Sixty-Eight Thousand Three Hundred Thirty-three Dollars and Thirty-three Cents
12 (\$68,333.33) and litigation expenses of Nine Thousand Three Hundred Fifty-five Dollars and Forty-
13 three Cents (\$9,355.43). The settlement administrator Phoenix Class Action Administration Solutions,
14 requests administration costs of Three Thousand Three Hundred Eighty-three Dollars and Forty eight
15 Cents (\$3,383.48). Defendants do not oppose these requests. The Court finds the Gross Settlement
16 Amount is fair, reasonable and adequate, and approves each of these payments, and directs the
17 Settlement Administrator to make the above payments to payments from the Gross Settlement Amount
18 as follows:

- 19 a. \$68,333.33 in attorney’s fees to MM Law, APC;
20 b. \$9,355.43 in litigation costs to MM Law, APC;
21 c. \$3,383.48 in administration costs to Phoenix Class Action Administration; and
22 d. After deducting the foregoing payments, the estimated remainder of approximately
23 \$123,927.76 shall form the Net Settlement Fund. Pursuant to Labor Code section 2699(i), the
24 Net Settlement Fund will then be distributed 75 percent (\$92,945.82) to the LWDA, and the
25 remaining 25 percent (\$30,981.94) to the Aggrieved Employees on a pro rata basis, as set forth
26 in the Settlement Agreement. The Court approves these payments, and directs the Settlement
27 Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice
28 of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its
duties as set forth in the Settlement Agreement.

1 7. The entire Action is hereby DISMISSED WITH PREJUDICE as to all parties and all
2 causes of action. The Court reserves exclusive and continuing jurisdiction over the Action and the
3 Parties pursuant to Code of Civil Procedure section 664.6 for the purpose of supervising
4 implementation, enforcement, construction, administration, and interpretation of the Settlement
5 Agreement.

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

7
8 DATED:_____

9 **HON. CHRISTOPHER K. LUI**
10 **JUDGE OF THE SUPERIOR COURT**