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6 Attorneys for Plaintiff,
NASHAT BOKTOR on behalf of
7 himself, all aggrieved employees, and the State
of California as a Private Attorneys General
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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES
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13 NASHAT BOKTOR an individual, on
behalf of himself and all aggrieved
14 employees, and the State of California as a
Private Attorneys General

15 Plaintiff,
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17 vs.
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19 VAG TNRCA, LLC, a California Limited
Liability Company, and DOES 1-50,
20 inclusive,

21 Defendant.
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Case No. 23STCV22967

**[PROPOSED] ORDER APPROVING PAGA
SETTLEMENT AGREEMENT AND
ENTERING FINAL JUDGMENT**

Judge: Hon. Maurice A. Leiter
Dept.: 54

Complaint filed: September 21, 2023

1 The Court has before it a Joint Stipulation Requesting Approval of Settlement Pursuant to
2 the Private Attorneys General Act of 2004 (“PAGA”) between Plaintiff Nashat Boktor (“Plaintiff”)
3 and Defendant VAG TNRCA, LLC (“Defendant”) (collectively, the “Parties”) for approval of a
4 settlement agreement pursuant to the Labor Code Private Attorneys General Act of 2004
5 (“PAGA”), Cal. Lab. Code § 2698 *et seq.* The Court having considered all papers filed and
6 proceedings herein and otherwise being fully informed, and having made this Judgment which
7 constitutes a final adjudication of this matter on the merits, and good cause appearing,

8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

9 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall
10 have the same meaning as given in the PAGA Settlement Agreement (the “Settlement”).

11 2. The Labor Workforce and Development Agency (“LWDA”) has been given notice
12 of the Settlement. Pursuant to sections 2699(1)(2) and (1)(4) of the California Labor Code, on the
13 date the Parties filed with the Court the motion seeking approval of the Settlement, Plaintiff
14 submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court
15 finds and determines that Plaintiff’s notice of the Settlement complied with the statutory
16 requirements of PAGA.

17 3. The Court confirms approval of the Settlement as to the following group of
18 individuals, collectively referred to as the “Aggrieved Employees”:

19 All current and former non-exempt or hourly paid employees of
20 Defendant who worked for Defendant in the State of California at
21 any time from July 14, 2022, through the date the Court enters
22 judgment, or the date the PAGA Pay Periods reaches 6,619,
23 whichever occurs first (“PAGA Period”).

24 4. In the event Defendant elects to end the PAGA Period to a date prior to the date the
25 Court signs this Order, then the Parties shall reflect this in the Proposed Amended Order and
26 Judgment submitted to the Court concurrently with the Settlement Administrator’s compliance
27 declaration submitted after the completion of settlement administration setting forth the reasons for
28 the Amended Order and Judgment and defining the Aggrieved Employees and PAGA Period
consistent with Defendant’s election.

1 5. This Court has jurisdiction over the subject matter of this litigation, overall
2 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
3 under the Settlement.

4 6. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
5 Accordingly, the Court hereby finally and unconditionally approves the Settlement.

6 7. The Court approves the Notice of Settlement (Exhibit A to the Settlement
7 Agreement) to be mailed to Aggrieved Employees.

8 8. The Court finds that each Aggrieved Employee, on behalf of themselves and their
9 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
10 and assigns, in accordance with the Settlement, releases the following “Released PAGA Claims”
11 against Defendant and the other Released Parties, as defined by the Settlement Agreement.

12 all claims for PAGA penalties that were alleged, or reasonably could
13 have been alleged, based on the PAGA Period facts stated in the
14 Operative Complaint and the PAGA Notice, including, but not
15 limited to Labor Code sections, 200, 201-203, 204, 206, 206.5, 207,
16 210, 216, 218, 218.5, 218.6, 221, 223, 226, 226.7, 256, 510, 512,
17 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1199,
18 2698, 2699, and 2802, and the applicable IWC Wage Order, and
19 Business and Professions Code sections 17200 et seq. (the “Released
20 PAGA Claims”).

21 9. The Court finds that the Gross Settlement Amount of \$275,000.00, Net Settlement
22 Amount, and the methodology used to calculate and pay each Individual PAGA Payment, in
23 accordance with the Settlement, are fair and reasonable.

24 10. The Court authorizes the Settlement Administrator to calculate and pay the
25 Individual PAGA Payments, in accordance with the terms of the Settlement.

26 11. The Court awards the Settlement Administrator in this Action its fees and costs of
27 5,000.00, to be paid from the Gross Settlement Amount, in accordance with the terms of the
28 Settlement.

 12. The Court awards to PAGA Counsel in this Action 33.33% of the Gross Settlement
Amount for their attorneys’ fees (\$91,657.00) and an additional (\$16,019.49) in actual costs, to be
paid from the Gross Settlement Amount, in accordance with the terms of the Settlement.

1 13. The Court awards to Plaintiff in this Action \$5,000.00 as a PAGA Representative
2 Payment, to be paid from the Gross Settlement Amount, to compensate her for initiating and
3 pursuing the Action and undertaking the risk of liability for attorneys' fees and expenses in the
4 event she was unsuccessful in the prosecution of the Action.

5 14. The Court approves the allocation and payment of \$157,323.51 (the "PAGA
6 Penalties") as for the compromise of claims brought under PAGA, to be paid in accordance with
7 the terms of the Settlement. Under the terms of the Settlement, 75% of the PAGA Penalties
8 (\$117,992.63) will be paid to the LWDA ("LWDA PAGA Payment"), and the remaining 25% of
9 the PAGA Penalties (\$39,330.88) shall be distributed to the Aggrieved Employees in accordance
10 with the terms of the Settlement.

11 15. Checks for the Individual PAGA Payments sent to Aggrieved Employees shall be
12 valid for 180 days after issuance. For any funds remaining from any checks for Individual PAGA
13 Payments that are uncashed or cancelled after 180 days, the Administrator shall transmit the funds
14 represented by such checks to the California Controller's Unclaimed Property Fund in the name of
15 the Aggrieved Employee.

16 16. The Court retains exclusive and continuing jurisdiction over this Action for purposes
17 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,
18 as well as the Settlement.

19 17. The Settlement and this resulting Order and Judgment represent a compromise of
20 disputed allegations. Nothing in this Order and Judgment or the Settlement shall be construed as
21 an admission or concession by any party.

22 18. Plaintiff is directed to submit a copy of this order to the LWDA within 10 days of
23 the date of this Order.

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19. Within 180 days of the date of this Order, the Parties are directed to file a compliance declaration from the Settlement Administrator, and if necessary based upon paragraph 4 above, an Amended Proposed Order and Final Judgment. Upon satisfaction that the appropriate payments have been made, the Court will close this case.

IT IS SO ORDERED AND ADJUDGED.

Dated: _____

Judge of the Superior Court

PROOF OF SERVICE

**Case No. 23STCV22967
Boktor v. VAGT NRCA, LLC**

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On October 18, 2024, I served the foregoing document described as:

- 1. JOINT STIPULATION REQUESTING APPROVAL OF SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA"); [PROPOSED] ORDER THEREON;**
- 2. [PROPOSED] ORDER APPROVING PAGA SETTLEMENT AGREEMENT AND ENTERING FINAL JUDGMENT;**
- 3. DECLARATION OF NAZO KOULLOUKIAN IN SUPPORT OF STIPULATION TO APPROVE SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA")**
- 4. DECLARATION OF PLAINTIFF NASHAT BOKTOR IN SUPPORT OF PAGA SETTLEMENT APPROVAL; and**
- 5. DECLARATION OF JODEY LAWRENCE OF BEHALF OF PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS IN SUPPORT OF JOINT STIPULATION FOR APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS' GENERAL ACT**

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BY E-MAIL: I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

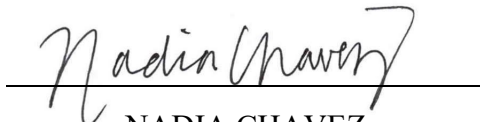
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Attorneys for Defendant VAG TNRCA, LLC

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this October 18, 2024, in Los Angeles, California.



NADIA CHAVEZ