

Nazo Koulloukian, SBN 263809
nazo@koullaw.com
Hilary Silvia, Of-Counsel, SBN 237993
hilary@koullaw.com
KOUL LAW FIRM, APC
217 South Kenwood Street
Glendale, CA 91205
Telephone: (213) 325-3023
Facsimile: (818) 561-3938

Attorneys for Plaintiff
ANGELA ALVAREZ on behalf of
herself, all aggrieved employees, and the State
of California as a Private Attorneys General

FILED
Superior Court of California
County of Los Angeles

03/21/2025

David W. Stylos, Executive Officer / Clerk of Court

By: C. Crow Deputy

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

ANGELA ALVAREZ, an individual, on behalf
of herself, all aggrieved employees, and the
State of California as a Private Attorneys
General,

Plaintiff,

vs.

PROLIANT GROUP, INC., a California
Corporation, PROLIANT SERVICES, INC. a
California corporation, and DOES 1-50,
inclusive,

Defendants.

Case No.: 23STCV29689

**JOINT STIPULATION REQUESTING
APPROVAL OF SETTLEMENT
PURSUANT TO THE PRIVATE
ATTORNEY GENERAL ACT OF 2004
("PAGA"); [PROPOSED] ORDER
THEREON**

1 Plaintiff ANGELA ALVAREZ (“Plaintiff”) and Defendant PROLIANT GROUP, INC. and
2 Defendant PROLIANT SERVICES, INC. (“Defendant”) (collectively, the “Parties”) together
3 submit this joint stipulation, and hereby stipulate and agree as follows:

4 WHEREAS, on December 4, 2023, Plaintiff filed a representative action complaint
5 (“Complaint”) pursuant to the California Private Attorneys General Act (“PAGA”) in the Superior
6 Court of California, Los Angeles County entitled *Angela Alvarez v. Proliant Group, Inc., et al.*,
7 Case No. 23STCV29689.

8 WHEREAS, the settlement between the Parties has been reached regarding the
9 representative PAGA claims for civil penalties payable to herself, other aggrieved employees, and
10 the State of California pursuant to PAGA, based on allegations that Defendant is liable for: (1)
11 failing to pay for all hours worked, including overtime hours worked; (2) failing to pay minimum
12 wage; (3) failing to include all earnings in regular rate of pay to calculate overtime and penalty
13 wages; (4) failing to pay all wages owed twice per month; (5) failing to provide rest breaks; (6)
14 failing to provide uninterrupted meal breaks; (7) failing to reimburse for required business expenses;
15 (8) failing to pay wages due upon termination; (9) day of rest violations; (10) failing to provide
16 reporting time pay; (11) failing to provide accurate itemized wage statements; and (12) unlawful
17 agreements.

18 WHEREAS, on September 24, 2024, the Parties participated in an all-day mediation
19 presided over by Jeffrey P. Fuchsman, Esq. which led to an agreement to settle the action.

20 WHEREAS, during the pendency of the action, the Parties conducted significant
21 investigation of the facts and law and engaged in an informal discovery exchange prior to mediation.
22 In response to Plaintiff’s Counsel’s informal discovery requests, Defendant provided Plaintiff’s
23 Counsel with information and documents pertaining to Plaintiff and the Aggrieved Employees and
24 the claims in the Lawsuit, including time punch and payroll data, to provide Plaintiff the opportunity
25 to investigate Plaintiff’s allegations and the PAGA claims.

26 WHEREAS, the Parties concluded that there were benefits associated with settling the
27 matter, and concluded, after taking into account the sharply disputed factual and legal issues
28

1 involved in this litigation, the risks associated with further prosecution, the substantial benefits to
2 be received pursuant to the compromise and settlement of the PAGA representative penalty claims
3 as outlined in the Settlement Agreement, that settlement on the terms set forth therein is in the best
4 interest of the Plaintiff, the LWDA, the Aggrieved Employees, and Defendant, and is fair and
5 reasonable.

6 WHEREAS, Defendant denies any liability or wrongdoing of any kind associated with the
7 claims alleged in the Action; Defendant contends that it has complied at all times with the California
8 Labor Code, the related California Wage Orders, and all other state wage laws, and further contends
9 that the Action is without merit; Defendant has denied and continues to deny each and every material
10 factual allegation and alleged claim asserted against it in the Action and denies that Plaintiff or any
11 other alleged aggrieved employee have been harmed based on the allegations raised by Plaintiff.

12 WHEREAS, the Parties have reached a settlement of the claims of the alleged Aggrieved
13 Employees who are defined as: “all current and former non-exempt hourly employees of Defendants
14 in the state of California at any time from September 27, 2022, through the date the Court approves
15 the PAGA Settlement (the “PAGA Period”).”

16 WHEREAS, the Parties negotiated and finalized the terms of a settlement memorialized in
17 a long-form PAGA Settlement Agreement (the “Settlement Agreement”); a true and correct copy of
18 the executed Settlement Agreement is attached to the concurrently filed Declaration of Nazo
19 Koulloukian as **Exhibit 1**.

20 WHEREAS, the original PAGA Notice letter and the Settlement Agreement have been
21 uploaded as required to the LWDA website, evidence of which is attached to the concurrently filed
22 Declaration of Nazo Koulloukian.

23 WHEREAS, the Parties seek to obtain the Court’s approval of the settlement terms and
24 resolve this matter in the most efficient manner possible.

25 WHEREAS, for the reasons set forth in the supporting declarations of Nazo Koulloukian
26 and Angela Alvarez, the PAGA settlement of \$105,000.00, is fair and reasonable.

1 THEREFORE, IT IS HEREBY STIPULATED AND PROPOSED BY THE PARTIES
2 HERETO AS FOLLOWS:

3 The Parties stipulate and jointly request that the Court approve the following terms of the
4 Settlement Agreement which includes the following key terms:

5 a. Aggrieved Employees. For purposes of this Settlement, Aggrieved Employees are
6 defined as: “all current and former non-exempt hourly employees of Defendants in the state of
7 California at any time from September 27, 2022, through the date the Court approves the PAGA
8 Settlement (the “PAGA Period”).”

9 b. Total Settlement Amount. Defendant agrees to pay the total sum of \$105,000.00
10 (One Hundred and Five Thousand Dollars) allocated as follows:

11 i. PAGA Counsel’s collective attorney fee request of 33.33% (\$34,996.50);

12 ii. PAGA Counsel’s actual costs of \$10,756.13;

13 iii. Administration costs of \$2,950.00, to be paid to Phoenix Settlement
14 Administrators, the Settlement Administrator;

15 iv. A representative service award of \$10,000.00 to Angela Alvarez;

16 v. The remainder of the Gross Settlement Amount after deducting the items
17 (i), (ii), (iii), and (iv) shall be designated as the Net Settlement Amount to be allocated
18 between the LWDA and the alleged Aggrieved Employees pursuant to Labor Code section
19 2699(i) with 65% (\$30,093.29) paid to the LWDA and 35% (\$16,204.08) paid to the
20 Aggrieved Employees on a pro-rata basis. No portion of Plaintiff's enhancement award
21 shall be sent to the LWDA.

22 c. Tax Treatment of Settlement Amounts. With regard to settlement payments to the
23 Aggrieved Employees and Plaintiff, IRS Form 1099s will be issued. Payment of PAGA Counsel
24 Fees & Costs will be reflected on a Form 1099 to PAGA Counsel.

25 d. Settlement Funding and Payments. Defendant shall fully fund the Gross Settlement
26 Amount by transmitting the funds to the Administrator within sixty-five (65) days of the Effective
27 Date or April 1, 2025, whichever is later. (Settlement para. 4.3.) Within fourteen (14) days after
28 Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all

1 Individual PAGA Payments, Plaintiff's representative service award, the LWDA PAGA Payment,
2 the Administration Expenses Payment, and the PAGA Counsel Attorneys' Fees and Expenses
3 Payments. Disbursement of the PAGA Counsel Attorneys' Fees and Litigation Expenses Payment
4 shall not precede disbursement of Individual PAGA Payments. (Settlement para. 4.4.1.)
5

6 **IT IS SO STIPULATED:**
7

8 Dated: January 3, 2025

KOUL LAW FIRM, APC

9 By: /s/ Nazo Koulloukian
10 Nazo Koulloukian
11 Attorneys for Plaintiff ANGELA ALVAREZ

12 Dated: January 3, 2025

EMILIO LAW GROUP, APC

13 By: /s/ Rachel Thomas
14 Rachel Thomas
15 Attorneys for Defendants PROLIANT GROUP, INC.
16 and PROLIANT SERVICES, INC.
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1 Nazo Koulloukian, SBN 263809
nazo@koullaw.com
2 Hilary Silvia, Of-Counsel, SBN 237993
hilary@koullaw.com
3 **KOUL LAW FIRM, APC**
217 South Kenwood Street
4 Glendale, CA 91205
Telephone: (213) 325-3023
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6 Attorneys for Plaintiff
ANGELA ALVAREZ on behalf of
7 herself, all aggrieved employees, and the State
of California as a Private Attorneys General
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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**
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15 ANGELA ALVAREZ, an individual, on behalf
of herself, all aggrieved employees, and the
16 State of California as a Private Attorneys
General,

17 Plaintiff,

18 vs.

19 PROLIANT GROUP, INC., a California
20 Corporation, PROLIANT SERVICES, INC. a
California corporation, and DOES 1-50,
21 inclusive,

22 Defendants.
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Case No. 23STCV29689

Assigned for all Purposes to: Hon. Upinder S.
Kalra, Department 51

**~~PROPOSED~~ ORDER APPROVING
SETTLEMENT AGREEMENT AND
ENTERING FINAL JUDGMENT**

1 Before the Court is the Parties' PAGA Settlement Agreement ("Settlement Agreement")
2 entered into between Plaintiff Angela Alvarez, on behalf of the State of California as a private
3 attorney general under the California Labor Code Private Attorneys General Act ("PAGA"), and
4 Defendants Proliant Group, Inc. and Proliant Services, Inc. ("Defendant"). The Court having
5 considered all papers filed and proceedings herein and otherwise being fully informed and having
6 made this Judgment which constitutes a final adjudication of this matter on the merits, and good
7 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 Settlement Agreement.

11 2. The California Labor Workforce and Development Agency ("LWDA") has been
12 provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2),
13 (1)(4). In particular, prior to filing the Parties' Stipulation seeking approval of the Settlement with
14 the Court, Plaintiff submitted to the LWDA a notice of the Settlement including a copy of the
15 Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice
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 "Aggrieved Employees;"

19 All current and former non-exempt hourly employees of Defendants
20 in the state of California at any time from September 27, 2022,
21 through the date the Court approves the PAGA Settlement.

22 4. The Court has jurisdiction over the subject matter of this litigation, over all
23 Aggrieved Employees, and over those persons undertaking affirmative obligations under the
24 Settlement.

25 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
26 Accordingly, the Court hereby finally and unconditionally approves the Settlement.
27
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1 6. The Court finds that each Aggrieved Employee, in accordance with the Settlement,
2 releases all Released Claims against the Released Parties.

3 7. The Gross Settlement Amount of \$105,000.00, and the methodology used to
4 calculate the Individual PAGA Payments in accordance with the Settlement Agreement is approved.

5 8. The Court approves Phoenix Settlement Administrators, to act as the Settlement
6 Administrator. The Court awards the Settlement Administrator costs of \$2,950.00.

7 9. The Court approves Koul Law Firm, APC, as PAGA Counsel.

8 10. The Court awards Plaintiff a representative service award of \$10,000. The Court
9 authorizes the Settlement Administrator to make this payment, in accordance with the terms of the
10 Settlement Agreement.

11 11. The Court awards PAGA Class Counsel attorneys' fees in the amount of \$34,996.50
12 and actual litigation costs of \$10,756.13, both of which the Court finds to be fair and reasonable.
13 The Court authorizes the Settlement Administrator to make these payments, in accordance with the
14 terms of the Settlement Agreement.

15 12. The Court authorizes the Settlement Administrator to calculate and pay the
16 Individual PAGA Payments in accordance with the terms of the Settlement Agreement.

17 13. The Court finds that LWDA Payment of \$30,093.29 as its share of the settlement of
18 PAGA Penalties is fair and reasonable. The Court authorizes the Settlement Administrator to pay
19 the LWDA PAGA Payment, in accordance with the terms of the Settlement Agreement.

20 14. Checks for the Individual PAGA Payments sent to Aggrieved Employees shall be
21 valid for 180 days after issuance. Funds remaining from any checks for Individual PAGA Payments
22 uncashed after 180 days will be disbursed to the California State Controllers' Office, Unclaimed
23 Property Fund, in the name of the Aggrieved Employee.

24 15. The Settlement and this resulting Order and Judgment represent a compromise of
25 disputed allegations. Nothing in this Order and Judgment or the Settlement shall be construed as an
26 admission or concession by any party.

1 16. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 days of
2 the date of this Order.

3
4 **IT IS SO ORDERED AND ADJUDGED.**

5 03/21/2025

6 DATED: _____



A handwritten signature in black ink, appearing to read "Upinder S. Kalra", is written over the seal and extends to the right.

7 _____
8 Upinder S. Kalra / Judge
9 Judge of the Superior Court
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PROOF OF SERVICE
Case No. 23STCV29689
Alvarez v. Proliant Group, Inc.

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, 217 South Kenwood Street, California 91205.

On January 3, 2025, I served the foregoing document described as:

1. **JOINT STIPULATION REQUESTING APPROVAL OF SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEY GENERAL ACT OF 2004 ("PAGA"); [PROPOSED] ORDER THEREON;**
2. **DECLARATION OF NAZO KOULLOUKIAN IN SUPPORT OF STIPULATION TO APPROVE SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA");**
3. **DECLARATION OF JODEY LAWRENCE ON BEHALF OF PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS IN SUPPORT OF STIPULATION TO APPROVE SETTLEMENT;**
4. **DECLARATION OF PLAINTIFF ANGELA ALVAREZ IN SUPPORT OF PAGA SETTLEMENT APPROVAL**

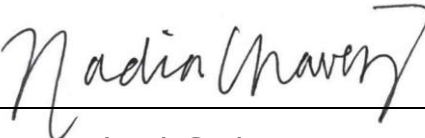
 X **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after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

Rachel Thomas
Laurie M. Cortez
Attorney at Law
Emilio Law Group, APC
12832 Valley View St., Suite 106
Garden Grove, CA 92845
Tel: 714-379-6239
Fax: 714-379-5444
rachelthomas@emiliolaw.com
lauriecortez@emiliolaw.com

Attorneys for Defendant Proliant Group, Inc.

Executed on this January 3, 2025, in Los Angeles, California.



NADIA CHAVEZ