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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES—STANLEY MOSK COURTHOUSE**

MAURICIO ANTHONY FONSECA,  
individually, and on behalf of other aggrieved  
employees pursuant to the California Private  
Attorneys General Act;

Plaintiff,

vs.

ARM MANAGEMENT, INC., a California  
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 23STCV27739

Honorable Barbara A. Meiers  
Department 12

**[REVISED PROPOSED] ORDER AND  
JUDGMENT GRANTING APPROVAL OF  
PRIVATE ATTORNEYS GENERAL ACT  
(CAL. LABOR CODE § 2698, ET SEQ.)  
SETTLEMENT AGREEMENT AND AWARD  
OF ATTORNEYS' FEES AND COSTS,  
GENERAL RELEASE FEE, AND  
SETTLEMENT ADMINISTRATION COSTS**

[Supplemental Brief in Support of Plaintiff's Motion  
for Approval of Private Attorneys General Act  
Settlement Agreement and Release, Attorneys' Fees  
and Costs, General Release Fee, and Settlement  
Administration Costs; and Declaration of Plaintiff's  
Counsel (Melissa LeBlanc-Mansell)]

Reservation ID: Specially Set by Court  
Date: April 11, 2025  
Time: 9:00 a.m.  
Department: 12

Complaint Filed: November 13, 2023  
Trial Date: None Set

1 This matter has come before the Honorable Barbara A. Meiers in Department 12 of the Superior  
2 Court of the State of California, for the County of Los Angeles, Stanley Mosk Courthouse, located at 111 N.  
3 Hill Street, Los Angeles, California 90012, on April 11, 2025 at 9:00 a.m., on Plaintiff Mauricio Anthony  
4 Fonseca’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et*  
5 *Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee, and  
6 Settlement Administration Costs (“Motion for Approval of Settlement”). Lawyers *for* Justice, PC  
7 appeared for Plaintiff and Bent Caryl & Kroll, LLP, appeared for Defendant ARM Management, Inc.  
8 (“Defendant”).

9 On or around February 25, 2025, Plaintiff and Defendant (together, the “Parties”) executed the  
10 Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,”  
11 or “Agreement”).

12 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the  
13 Supplemental Brief in Support of Plaintiff’s Motion for Approval of Private Attorneys General Act (Cal.  
14 Labor Code § 2698 *Et. Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General  
15 Release Fee, and Settlement Administration Costs, (3) the Declarations of Plaintiff’s Counsel Melissa  
16 LeBlanc-Mansell and Plaintiff Mauricio Anthony Fonseca, and (3) the Amended Settlement Agreement.

17 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

18 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

- 19 1. The Motion for Approval of Settlement is granted.
- 20 2. All terms used herein shall have the same meaning defined in the Amended Settlement  
21 Agreement.
- 22 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act  
23 of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) are to the version of the statute prior to the  
24 recent amendment effective July 1, 2024; the amended statute does not apply to the above-captioned  
25 action and the Settlement pursuant to California Labor Code § 2699(v)(1), as amended, because the above-  
26 captioned action was filed prior to June 19, 2024.
- 27 4. The Court finds that Plaintiff has satisfied the prerequisites under PAGA, including, and not  
28 limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and

1 Defendant with notice of the specific provisions of the California Labor Code alleged to have been  
2 violated, including, and not limited to, the facts and theories to support the alleged violations, in  
3 conformity with California Labor Code § 2699.3(a).

4 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in  
5 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or  
6 appear in the above-captioned action (the “Action”).

7 6. The Settlement pertains to the following aggrieved employees:

8 All current and former hourly-paid or non-exempt employees who worked for Defendant in the  
9 State of California during the PAGA Period. (“Aggrieved Employee(s)”).

10 7. The “PAGA Period” is the period from September 6, 2022 through December 28, 2024.

11 8. The Court finds that the Parties reached the Settlement as a result of arm’s-length  
12 negotiations.

13 9. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated  
14 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,  
15 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement  
16 Amount shall be the Total Settlement Amount (\$600,000.00) less the approved Attorneys’ Fees and Costs  
17 to Lawyers for Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement  
18 Administration Costs to Simpluris, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent  
19 (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-  
20 five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees  
21 (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

22 10. The Court has considered the Settlement, and the monetary allocations provided thereby,  
23 and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement  
24 Administrator to administer the Settlement and to make the payments as provided for by, and consistent  
25 with, this Order and Judgment and the Settlement Agreement.

26 11. The Court approves the payment of \$210,000.00 to Plaintiff’s Counsel for attorneys’ fees.  
27 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with  
28 this Order and Judgment and the Settlement Agreement.

12. The Court approves the payment of \$14,533.36 to Plaintiff’s Counsel for reimbursement of

1 litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement  
2 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement  
3 Agreement.

4 13. The Court approves payment in the amount of \$10,000.00 to Plaintiff Mauricio Anthony  
5 Fonseca for his General Release Fee. This amount shall be paid from the Total Settlement Amount and  
6 shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

7 14. The Court approves payment in the amount of \$4,500.00 to Simpluris, Inc. for the  
8 Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall  
9 be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

10 15. The Parties are directed to perform in accordance with the terms set forth in this Order and  
11 Judgment and the Settlement Agreement.

12 16. The Court further finds that notice of the Settlement need not be provided to the Aggrieved  
13 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,” and the  
14 PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same  
15 time that it distributes payments to Aggrieved Employees for their share of the Employees’ Portion  
16 (“Individual Settlement Share(s”).

17 17. No later than fourteen (14) calendar days after the date of this Order and Judgment,  
18 Defendant will provide the PAGA Settlement Administrator with the Aggrieved Employees List, in  
19 accordance with this Order and Judgment and the Settlement Agreement.

20 18. No later than fourteen (14) calendar days after the date of this Order and Judgment,  
21 Defendant shall deposit the Total Settlement Amount into a qualified settlement account established, by  
22 the PAGA Settlement Administrator for administration of the Settlement in accordance with this Order  
23 and Judgment and the Settlement Agreement.

24 19. No later than fourteen (14) calendar days after the PAGA Settlement Administrator  
25 receives the Aggrieved Employees List and Defendant fully funds the Total Settlement Amount, the  
26 PAGA Settlement Administrator shall distribute the LWDA Payment to the LWDA, Individual  
27 Settlement Share checks and Cover Letters to all Aggrieved Employees (together, the “PAGA Settlement  
28 Package(s)”), the General Release Fee to Plaintiff, the Settlement Administration Costs to itself (only after

1 the PAGA Settlement Packages have been mailed to all Aggrieved Employees), and the Attorneys' Fees  
2 and Costs to Plaintiff's Counsel (unless instructed otherwise by Plaintiff's Counsel), as provided for by  
3 this Order and Judgment and the Settlement Agreement.

4 20. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid  
5 and negotiable for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with such  
6 canceled checks shall be transmitted by the PAGA Settlement Administrator to the California State  
7 Controller's Office Unclaimed Property Division, in the name of each Aggrieved Employee whose check  
8 is canceled, and in the amount(s) of their respective Individual Settlement Share(s).

9 21. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.  
10 Upon the date of entry of this Order and Judgment and full funding of the Total Settlement Amount, and  
11 except as to the rights and obligations created by the Settlement Agreement, Plaintiff and the State of  
12 California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily  
13 released and forever discharged Released Parties, to the full extent permitted by law, of and from the  
14 Action and from the Released Claims.

15 22. "Released Parties" means Defendant, including Defendant's parent corporation, affiliates,  
16 subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former  
17 employees, attorneys, officers, directors and agents thereof, both individually and in their business  
18 capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and  
19 insurers of such plans and programs.

20 23. "Released Claims" means any and all claims, arising during the PAGA Period, for civil  
21 penalties under California Labor Code section 2698, *et seq.* interest, fees, and costs available under  
22 PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for  
23 failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and  
24 associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely  
25 pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant  
26 and accurate wage statements, failure to maintain complete and accurate payroll records, failure to provide  
27 requisite notice(s) and information regarding material terms of employment at the time of hiring and  
28 during employment, and failure to reimburse necessary business-related expenses and costs, in violation of

1 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197,  
2 1197.1, 1198, 2800, 2802, and 2810.5 and Industrial Welfare Commission Wage Orders, including inter  
3 alia, Wage Order 5-2001.

4 24. No individualized notice of this Order and Judgment is required to be provided to the  
5 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online  
6 system established for the filing of notices and documents, in conformity with California Labor Code §  
7 2699(1)(3).

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10 Date: \_\_\_\_\_

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11 Honorable Barbara A. Meiers  
12 Judge of the Superior Court  
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# **EXHIBIT 1**

**Exhibit A**

<<Mailing Date>>

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

Re: Settlement Payment from *Fonseca v. ARM Management, Inc.*, Los Angeles Superior Court Case No. 23STCV27739

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

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Fonseca v. ARM Management, Inc.*, Los Angeles Superior Court Case No. 23STCV27739 (“Action”).

The lawsuit was filed on November 13, 2023 by Mauricio Anthony Fonseca (“Plaintiff”) against his former employer, ARM Management, Inc. (“Defendant”), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on September 6, 2023, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 5-2001, thereby initiating LWDA Case Number LWDA-CM-979916-23 (the “PAGA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between the Parties. On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the period from September 6, 2022 through (a) December 28, 2024 or (b) the Alternate End Date (“Aggrieved Employees”). The period September 6, 2022 through (a) December 28, 2024 or (b) the Alternate End Date is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant, including Defendant’s parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 5-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

**Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions.** If you have any such questions, you may contact **PAGA Settlement Administrator** at **[toll-free phone number]**.