

FILED
Superior Court of California
County of Los Angeles
01/31/2025
David W. Slayton, Executive Officer / Clerk of Court
By: T. Lewis Deputy

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

ALFREDO LOPEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CABINETS 2000, LLC, a Delaware limited
liability company; and DOES 1 through 100,
inclusive

Defendants.

Case No. 23STCV26401

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

**[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: January 31, 2025
Time: 10:00 a.m.
Dept.: 11

Complaint filed: October 27, 2023
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on January 31, 2025 at 10:00
2 a.m. Having considered the Parties' PAGA Settlement Agreement ("Settlement");¹ the
3 documents and evidence presented in support thereof; and recognizing the disputed factual and
4 legal issues involved in this case; the risks of further prosecution, the substantial benefits to be
5 received by the State of California and the Aggrieved Employees pursuant to the Settlement; and
6 the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-
7 length negotiations between the parties, the Court hereby makes a final ruling that the Settlement
8 is approved pursuant to Labor Code section 2699(l). Good cause appearing therefore, the Court
9 hereby GRANTS Plaintiff Alfredo Lopez's ("Plaintiff") Motion for Approval of Claims under
10 the Private Attorneys General Act ("Motion") and ORDERS as follows:

11 1. The "Aggrieved Employees" consist of all current and former non-exempt
12 employees who worked for Defendant Cabinets 2000, LLC ("Defendant") within the state of
13 California at any time from October 27, 2022 until September 2, 2024 (the "PAGA Period").

14 2. The California Labor Workforce and Development Agency ("LWDA") has been
15 provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(l)(2),
16 (l)(4). In particular, on the date Plaintiff filed a Motion seeking approval of the Settlement with
17 the Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the
18 Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice
19 requirements of PAGA.

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

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¹ All terms used in this Order shall have the same meaning as that assigned to them in the PAGA Settlement Agreement, attached as Exhibit 1 to the Declaration of Sean M. Blakely submitted concurrently with the Motion.

1 4. The Court orders that Defendant shall fully fund the Gross Settlement Amount of
2 \$225,000.00 by transmitting the funds to the Administrator no later than fourteen (14) days after
3 the Effective Date ², pursuant to the terms of this Settlement.

4 5. The Court hereby approves, as to form and content, the proposed Notice of PAGA
5 Settlement and Release of Claims submitted by the parties and included as Exhibit A to the
6 Settlement.

7 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
8 Administrator.

9 7. Within fifteen (15) days after the Effective Date, Defendant shall provide the
10 Settlement Administrator with a list containing each Aggrieved Employee's full name, last-
11 known mailing address, Social Security number, and number of PAGA pay periods, pursuant to
12 the terms of the Settlement.

13 8. Within fourteen (14) days after Defendant funds the Gross Settlement Amount
14 ("GSA"), the Administrator will mail checks for all Individual PAGA Payments, the LWDA
15 PAGA Payment, the Administration Expenses Payment, the Enhancement Payment, PAGA
16 Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of
17 the PAGA Counsel Fees Payment PAGA Counsel Litigation Expenses Payment shall not precede
18 disbursement of Individual PAGA Payments, pursuant to the terms of the Settlement.

19 9. The Court finds that attorneys' fees in the amount of one-third of the Gross
20 Settlement Amount (currently estimated to be \$75,000.00) for Plaintiff's Counsel, and
21 reimbursement of litigation costs of up to \$10,491.34 to Plaintiff's Counsel, are fair, reasonable,
22 and adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's
23 Counsel as provided for in the Settlement Agreement.

24 10. The Court orders that the Settlement Administrator shall be paid up to \$4,750.00
25 for all of its work done and to be done until the completion of this matter, and finds that sum
26 appropriate.

27 ² "Effective Date" means the date by when both of the following have occurred: (a) the Court
28 enters a Judgment on its Order approving the PAGA Settlement and (b) the Judgment is final.
The Judgment is final as of the day the Court enters Judgment.

1 11. The Court finds that the requested Enhancement Payment of \$5,000.00 to Plaintiff
2 is fair, adequate, and reasonable in recognition of the unique contributions he made and the risks
3 he undertook, on behalf of the Aggrieved Employees and the State of California, and orders that
4 the Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement
5 Agreement.

6 12. The Court finds that the amount of \$97,319.00, representing 75% of the Net
7 Settlement Amount (“NSA”), allocated as PAGA civil penalties under the Settlement, to be paid
8 to the California Labor and Workforce Development Agency (“LWDA”) as provided for by the
9 Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in
10 accordance with the terms of the Settlement Agreement. The Court further finds that the amount
11 of \$32,439.66, representing 25% of the NSA, allocated as PAGA civil penalties under the
12 Settlement, to be paid to the Aggrieved Employees (i.e., Individual PAGA Payments) as provided
13 for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to
14 Aggrieved Employees on a pro rata basis in accordance with the terms of the Settlement and this
15 Order.

16 13. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be
17 valid for 180 days after issuance. Funds remaining from any checks for Individual PAGA
18 Payments uncashed for more than 180 days after issuance, shall be sent to the State Controller’s
19 Office Unclaimed Property Division in the name of the Aggrieved Employee.

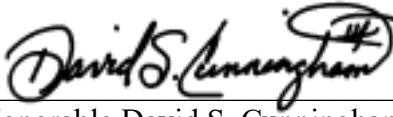
20 14. The Court approves the scope of the release as set forth in the Settlement.
21 Following entry of this Judgment and Order and the Gross Settlement Amount being fully funded,
22 all Aggrieved Employees are deemed to release, on behalf of themselves and their respective
23 former and present representatives, agents, attorneys, ~~heirs~~, administrators, successors, and
24 assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably
25 could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and
26 the PAGA Notice.

27 15. Plaintiff is directed to submit a copy of this Order and entry of judgment to the
28 LWDA within ten (10) calendar days of the date of this Order and entry of judgment.

1 16. Plaintiff shall file a declaration confirming the final distribution of funds on or
2 before May 1, 2025, ~~2026~~.

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

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6 Dated: 01/31/2025

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