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

AIREANNA MARIE CHAPMAN, as
an individual, and on behalf of all
similarly situated employees,

Plaintiff,

v.

MARLORA INVESTMENTS LLC;
and DOES 1-50, inclusive,

Defendants.

Case No.: 23LBCV02392

**[PROPOSED] ORDER APPROVING PRIVATE
ATTORNEYS GENERAL ACT SETTLEMENT
AND ENTERING FINAL JUDGMENT**

Assigned for all purposes to:
Hon. Mark C. Kim

Date: March 26, 2024
Time: 8:30 a.m.
Dept.: S27

Complaint Filed: December 11, 2023
Trial Date: None

FILED
Superior Court of California
County of Los Angeles
03/26/2024

David W. Slayton, Executive Officer / Clerk of Court
By: B. Viola Deputy

1 On March 26, 2024, a hearing was held on the motion of Plaintiff AIREANNA MARIE
2 CHAPMAN (“Plaintiff”) motion for approval of a settlement agreement pursuant to California’s Private
3 Attorneys General Act (“PAGA”) (the “Settlement”) entered into between Plaintiff and Defendant
4 MARLORA INVESTMENTS LLC (“Defendant”). The Court having considered all papers filed and
5 proceedings herein and otherwise being fully informed, and having made this Judgment which constitutes
6 a final adjudication of this matter on the merits, and good cause appearing:

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

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

10 2. Pursuant to the Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab. Code §§
11 2699(1)(2), (1)(4), the Labor Workforce and Development Agency (“LWDA”) has been given notice of
12 the Settlement. Pursuant to PAGA, Plaintiff submitted to the LWDA a notice of the Settlement enclosing
13 a copy of the Settlement. The Court finds and determines that Plaintiff’s notice of the Settlement
14 complied with the statutory requirements of PAGA.

15 3. The Court confirms approval of the Settlement as to the following group of individuals,
16 collectively referred to as the “Aggrieved Employee”:

- 17 i. All individuals who were employed by Defendant in California as
18 non-exempt hourly employees at any point during the PAGA
Period. The PAGA Period is from October 4, 2022 through January
26, 2024.

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

21 5. The Court approves the Notice to Aggrieved Employees, Exhibit A to the Settlement
22 Agreement, which provides Aggrieved Employees information regarding this Action and Settlement.

23 6. The Court finds that each Aggrieved Employee, in accordance with the Settlement, releases the
24 following “Released Claims” against the Released Parties:

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26 All claims for PAGA penalties that were alleged, or reasonably could have been alleged,
27 based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.
28 This release includes claims under the PAGA for failure to pay any form of wage due,
including minimum and overtime wages, failure to provide meal periods, failure to timely
pay all wages, failure to pay wages due and payable on demand, failure to pay wages due

upon termination, failure to provide accurate itemized wage statements, and failure to maintain accurate time and/or payroll records. No release in this agreement shall be effective until the Gross Settlement Amount is fully funded.

7. The Court finds that the Gross Settlement Amount Ninety-Three Thousand Five Hundred Dollars (\$93,500.00), Net Settlement Amount, and the methodology used to calculate and pay each Individual PAGA Payment, in accordance with the Settlement, are fair and reasonable.

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

9. The Court awards the Settlement Administrator in this Action its fees and costs of Five Thousand Five Hundred Dollars (\$5,500.00), in accordance with the terms of the Settlement Agreement.

10. The Court awards to Representative Plaintiff payment of not more than Five Thousand Dollars (\$5,000.00) shall be paid to Plaintiff as a PAGA Plaintiff Incentive Payment.

11. The Court awards to Plaintiff's Counsel in this Action its fees of Thirty-One Thousand One Hundred Sixty-Six dollars and Sixty-Seven Cents (\$31,166.67) and actual costs of nine thousand six hundred eighty-eight dollars and thirty cents (\$9,688.30) in accordance with the terms of the Settlement Agreement.

12. Under the terms of the Settlement, seventy-five percent (75%) of the Net Settlement Amount, thirty-one thousand six hundred eight dollars and seventy-seven cents (\$31,608.77), will be paid to the State of California Labor Workforce Development Agency ("LWDA Payment"); twenty-five percent (25%) of the Net Settlement Amount, ten thousand five hundred thirty-six dollars and twenty-six cents (\$10,536.26) shall be distributed to the Aggrieved Employees in accordance with the terms of the Settlement.

13. Checks for the Settlement Shares sent to Aggrieved Employees shall be valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for Individual PAGA Payments uncashed after one hundred eighty (180) days will be disbursed to the California State Controllers' Office Unclaimed Property Fund in the name of the individual Aggrieved Employee for his or her benefit.

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

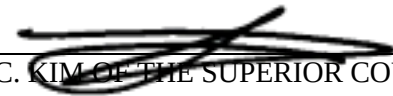
1 15. Nothing in this Order and Judgment or the Settlement shall be construed as an admission or
2 concession by any party. The Settlement and this resulting Order and Judgment simply represent a
3 compromise of disputed allegations.

4 16. Plaintiff is directed to submit a copy of this order to the LWDA within ten (10) days of the date
5 of this Order.

6 17. Within two hundred seventy days of the date of this Order, the Parties are directed to file a joint
7 status report regarding the status of the distribution of settlement proceeds. Upon satisfaction that the
8 appropriate payments have been made, the Court will then close this case.

9 **IT IS SO ORDERED AND ADJUDGED.**

10 Dated: 03/26/2024

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12 JUDGE MARK C. KIM OF THE SUPERIOR COURT
13 Mark C. Kim / Judge
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