

10/16/2024

1 Joseph Lavi, Esq. (SBN 209776)
jlavi@lelawfirm.com
2 Vincent C. Granberry, Esq. (SBN 276483)
vgranberry@lelawfirm.com
3 Malcolm E. Clayton, Esq. (SBN 340680)
mclayton@lelawfirm.com
4 **LAVI & EBRAHIMIAN, LLP**
8889 W. Olympic Blvd., Suite 200
5 Beverly Hills, California 90211
Telephone: (310) 432-0000
6 Facsimile: (310) 432-0001
7 Attorneys for PLAINTIFF ADELA RUEDA,
on behalf of herself and other aggrieved employees
8
9 [Additional Counsel on Next Page]

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

12 ADELA RUEDA, as an individual, CELIA
SANTACRUZ SOSA, as an individual, EFREN
13 SANTACRUZ, as an individual, and on behalf of
themselves and current and former aggrieved
14 employees,

15 Plaintiffs,

16 vs.

17 DTF PREP, LLC; and DOES 1 to 100, inclusive,

18 Defendants.
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Case No.: 23STCV17115

[Assigned for All Purposes to:
Hon. Barbara A. Meiers, Dept. 12]

**~~RECEIVED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR APPROVAL
OF A PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AND JUDGMENT
THEREON**

[Filed concurrently with the Notice of Motion
and Motion for Approval of Private Attorneys
General Act Settlement; Declaration of
Malcolm E. Clayton in Support; Declaration of
Daniel J. Brown in Support]

Hearing Information:

Date: October 14, 2024

Time: 9:30 a.m.

Dept.: 12

Res ID: 669322506117

**~~RECEIVED~~ ORDER GRANTING PLAINTIFFS' MOTION FOR APPROVAL OF A PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT AND JUDGMENT THEREON**

FILED
Superior Court of California
County of Los Angeles

OCT 14 2024

David W. Slayton, Executive Officer/Clerk of Court

By: G. Vela, Deputy

1 Daniel J. Brown, Esq (SBN 307604)
dbrown@stansburybrownlaw.com
2 Jessica Flores (SBN 282669)
jflores@stansburybrownlaw.com
3 **STANSBURY BROWN LAW, PC**
2610 ½ Abbot Kinney Blvd.
4 Venice, California 90291
Tel: (323) 204-3124

5 Attorneys for Plaintiffs CELIA SANTACRUZ SOSA and EFREN SANTACRUZ,
6 on behalf of themselves and current and former aggrieved employees,
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1 The Court, having reviewed and considered Plaintiffs ADELA RUEDA, CELIA
2 SANTACRUZ SOSA, and EFREN SANTACRUZ's ("Plaintiffs") Motion for Approval of the Private
3 Attorneys General Act ("PAGA") Settlement and all documents submitted in support of the motion,
4 **HEREBY ORDERS AND ENTERS JUDGMENT AS FOLLOWS:**

5 1. The Court hereby grants Plaintiffs' Motion for Approval of PAGA Settlement. For
6 purposes of this Final Order and Judgment ("Order"), the Court adopts all defined terms as used in
7 the Settlement Agreement. A copy of the Settlement Agreement is attached as **Exhibit 1** to the
8 Declaration of Malcolm E. Clayton in Support of Plaintiffs' Motion for Approval of PAGA
9 Settlement and is made part of this Order.

10 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the Aggrieved
11 Employees, and Defendant. The Aggrieved Employees consist of all individuals who were employed by
12 Defendant in California and worked as a non-exempt hourly employee at any time from May 15, 2022
13 through March 1, 2024 ("PAGA Period").

14 3. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code
15 section 2699, *et seq.*, the Court approves the Settlement and finds that it is fair and reasonable and provides
16 genuine and meaningful relief consistent with the underlying purpose of PAGA to benefit the public.

17 4. The Court finds that notice of the Settlement was provided to the Labor and Workforce
18 Development Agency ("LWDA"), as required by Labor Code § 2699.3 *et. seq.*

19 5. The Court approves the terms set forth in the Settlement Agreement and finds that the
20 Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to
21 effectuate the Settlement Agreement according to its terms. The Court finds that the Settlement
22 Agreement has been reached as a result of informed and non-collusive arm's-length negotiations.
23 The Court further finds that the Parties were able to reasonably evaluate their respective positions.
24 The Court also finds that settlement now will avoid additional and potentially substantial litigation
25 costs, as well as delay and risks if the Parties were to continue to litigate the case.

26 6. The Settlement Agreement is not an admission by Defendants or by any other of the
27 Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing
28 by any Defendants or any other Released Parties. Neither this Order, the Settlement Agreement, nor

1 any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be
2 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or
3 liability whatsoever by or against Defendants or any of the other Released Parties.

4 7. Defendant shall fund the Gross Settlement Amount no later than thirty (30) days after
5 the Effective Date of the Settlement.

6 8. The entire Net Settlement Amount (the remainder of the Settlement Amount after
7 deducting Plaintiffs' counsel's fees (\$142,498.57) and costs (\$17,286.25), the costs of administration
8 (not to exceed \$5,000.00), and the service award to Plaintiffs (\$1,000.00 each, \$3,000.00 total) from
9 the \$427,500.00 Settlement Sum) shall be allocated for payment of civil penalties and shall be
10 distributed 75% (\$194,786.38) to the LWDA and 25% (\$64,928.80) to the Aggrieved Employees.

11 9. The Net Settlement Amount shall be distributed to Aggrieved Employees pro rata
12 based on the number of pay periods worked by each Aggrieved Employee for Defendant during the
13 PAGA Period, according to the terms of the Settlement Agreement. "Aggrieved Employees" means
14 a person employed by Defendant in California and classified as an hourly non-exempt employee, who
15 worked at least one pay period for Defendant at any time during the PAGA period.

16 10. To the extent that there is any remainder in the Net Settlement Amount, such remainder
17 shall be distributed to Aggrieved Employees pro rata based on the number of pay periods worked by
18 each Aggrieved Employee for Defendant during the PAGA Period.

19 11. The Settlement Administrator shall distribute funds pursuant to the procedure
20 described in the Settlement Agreement.

21 12. The Court hereby confirms Lavi & Ebrahimi, LLP and Stansbury Brown Law, PC
22 as PAGA Counsel.

23 13. The Court hereby confirms Simpluris, Inc. as the Settlement Administrator and
24 confirms that costs in the amount of no more than \$5,000.00 for administration of the settlement are
25 reasonable.

26 14. The Court hereby awards to PAGA Counsel attorneys' fees in the amount of 33.333%
27 of the Settlement Amount, which is \$142,498.57 in attorneys' fees and attorneys' costs of \$17,286.25.
28 The payment of fees and costs to PAGA Counsel shall be made in accordance with the terms of the

1 Settlement.

2 15. The Court hereby approves a service award of \$1,000.00 to each of the named
3 Plaintiffs.

4 16. All settlement checks will remain valid for 180 days after which the checks shall
5 become null and void, and any monies remaining in the distribution account shall be transmitted to
6 the California State Controller for deposit in the Unclaimed Property Fund in the name of the PAGA
7 Group member to whom the uncashed Net Settlement Payment was drafted.

8 17. The Court further orders, adjudges and decrees that upon Approval by the Court of
9 this Settlement and Defendant's full funding of the entire Gross Settlement Amount, all Aggrieved
10 Employees are deemed to release, on behalf of themselves and their respective former and present
11 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties
12 from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
13 on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice including, but not
14 limited to claims for civil penalties under the PAGA, California Labor Code § 2698, et seq., arising
15 during the PAGA Period, including for the failure to properly pay all minimum wages, overtime
16 wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest
17 breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, and
18 timely pay all wages during employment, and for violation of and/or based on California Labor Code
19 §§ 204, 226, 226.7, 510, 512, 1194, 1197, and the applicable Wage Orders.

20 18. "Released Parties" means Defendant and each of its former and present directors,
21 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
22 subsidiaries, and affiliates.

23 19. The Settlement Administrator shall file a final report by _____, indicating the
24 total amount paid to the LWDA and the Aggrieved Employees and confirming that uncashed funds
25 have been distributed.

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20. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the Settlement and all order and judgment entered in connection therewith.

Dated: 10/14/24


Hon. Barbara A. Meiers
Los Angeles Superior Court Judge

10/16/2024