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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

KEVIN LEMUS, an individual; on behalf of
himself and all Aggrieved Employees,

Plaintiff,

v.

ALLTIME MAINTENANCE, INC., a
California corporation;
JOSEPH ULLMAN, an individual; and
DOES 1-100, inclusive,

Defendants.

Case No.: 24STCV14397

[Assigned for All Purposes to Hon. Christopher
K. Lui, Dept. 76]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR APPROVAL
OF REPRESENTATIVE ACTION
SETTLEMENT**

*[Filed concurrently with Motion and
Memorandum of Points and Authorities; and
Declaration of Adrian C. Byrne]*

Date: August 23, 2024
Time: 8:30 a.m.
Dept.: 76

Complaint Filed: June 10, 2024
Trial Date: None set.

Reservation ID: 180461271967

FILED
Superior Court of California
County of Los Angeles
08/29/2024
David W. Slayton, Executive Officer / Clerk of Court
By: T. Le Deputy

1
2 **[PROPOSED] ORDER**

3 Plaintiff's Motion for Approval of Representative Action Settlement (the "Motion")
4 came before this Court for hearing on August 23, 2024. The Court, having reviewed and
5 considered the Motion, its accompanying memoranda, exhibits submitted in support thereof,
6 including the PAGA Settlement and Release Agreement (the "PAGA Settlement Agreement"),
7 and having heard argument regarding the Motion, and the file in the action, finds that the Motion
8 should be, and hereby is, GRANTED and JUDGMENT IS HEREBY ENTERED according to
9 the terms of this Order.

10 NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that:

11 The Parties to the PAGA Settlement Agreement, Plaintiff Kevin Lemus ("Plaintiff") and
12 Defendants Alltime Maintenance, Inc. and Joseph Ullman ("Defendants"), are hereby
13 ORDERED to take all steps necessary to timely effectuate the terms of the PAGA Settlement
14 Agreement as outlined in the Motion, including but not limited to the following:

15 Phoenix Settlement Administrators (the "PAGA Settlement Administrator") are hereby
16 appointed to carry out the settlement administration functions of this PAGA Settlement,
17 including calculation and issuance of payments and distribution of the PAGA Notice.

18 Within Ten (10) days after the approval of this PAGA Settlement, Defendants shall
19 provide the PAGA Settlement Administrator with a list of the Aggrieved Employees, which shall
20 include each Aggrieved Employee's full name, last known mailing address, last known telephone
21 number, start date(s) of employment, end date(s) of employment, total pay periods worked for
22 Defendant in California during the PAGA Period, and Social Security number, to the extent
23 available from Defendants' records.

24 Within Fourteen (14) calendar days after the approval of this PAGA Settlement,
25 Defendants shall deposit the Gross PAGA Settlement Amount of Seventy-Five Thousand Dollars
26 and No/100 Cents (\$75,000.00) with the Settlement Administrator.
27

1 Within Fifteen (15) calendar days after the Gross PAGA Settlement Amount is due, the
2 PAGA Settlement Administrator shall cause all Settlement Payments to be paid, including the
3 payment to the LWDA, the payment to the Aggrieved Employees, and the payments to
4 Plaintiff's Counsel for the approved attorney's fees and costs.

5 From the Gross PAGA Settlement Fund of \$75,000, the following amounts will be paid,
6 with such payments issued by the PAGA Settlement Administrator:

- 7 • Plaintiff's Counsel's attorney's fees of 1/3 of the Gross PAGA Settlement Amount
- 8 (\$25,000.00);
- 9 • Reimbursement of Plaintiff's Counsel's out-of-pocket litigation expenses of \$500;
- 10 • PAGA Settlement administration expenses of \$2,750.
- 11 • This results in an estimated Net PAGA Settlement Amount of \$46,750.00 (comprised
- 12 of the Gross PAGA Settlement Fund, minus requested fees, costs, and PAGA
- 13 settlement administration expenses). As required by PAGA, 75% of the Net PAGA
- 14 Settlement Fund shall be paid to the LWDA and the remaining 25% of the Net PAGA
- 15 Settlement Fund will be distributed among the Aggrieved Employees on a pro-rata
- 16 basis according to their pay periods during the relevant time period. "Aggrieved
- 17 Employees" are defined as all of Defendants' current and former non-exempt
- 18 employees that worked at least one shift in the State of California during the PAGA
- 19 Period, i.e., from November 6, 2022, through April 18, 2024. Defendants' data
- 20 indicates that, as of April 18, 2024, there are approximately 75 current and former
- 21 Aggrieved Employees (including Plaintiff) and a total of approximately 1,703 pay
- 22 periods.

23 This action shall be dismissed with prejudice, with this Court retaining jurisdiction to
24 enforce the terms of this Order.

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

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4 Dated: 08/29/2024

Hon. Christopher K. Lui
Superior Court Judge