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FILED
Superior Court of California
County of Los Angeles
03/16/2026
David W. Slayton, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

YULIANNY QUERALEZ, individually, and on behalf of all others similarly situated, *Plaintiff*, vs. NEWAGE GLENDALE, LLC, a limited liability company; and DOES 1 through 10, inclusive, *Defendants*.	Case No.: 23STCV27699 [Hon. William F. Highberger] **~~[PROPOSED~~] ORDER GRANTING PLAINTIFF'S MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEY GENERAL'S ACT OF 2004** Date: March 16, 2026 Time: 1:30 a.m. Courtroom: Dept. 10 Judge: Hon. William F. Highberger Action Filed: November 9, 2023 Trial Date: Not Set

TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:

Plaintiff YULIANNY QUERALEZ ("Plaintiff") and Defendant NEWAGE GLENDALE, LLC ("Defendant") (collectively, the "Parties"), have reached terms of settlement of this action alleging a claim for relief pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code § 2698, *et seq*. ("PAGA").

Pursuant to PAGA, Plaintiff, on behalf of the Parties, has filed a motion for approval of the settlement of the claims against Defendant in this action. Specifically, Plaintiff moves for an order:

1. granting approval of the terms of the Agreement pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code § 2698, *et seq*., including the amount of the settlement; the amount of distributions to the State and Aggrieved Employees; the amount allocated to the Plaintiff as an enhancement; the amounts allocated to attorney's fees and costs; and, the amount allocated to the settlement administrator; and,
2. directing disbursement of the Gross Settlement Amount pursuant to the terms of the Agreement.

On March 16, 2026, Plaintiff's Motion came on for hearing. The PAGA SETTLEMENT AGREEMENT (referred to herein as the "Agreement," or "Settlement," and attached to the Declaration of H. Scott Leviant as **Exhibit 1**) is conditioned upon the Court's approval. All terms and definitions in the Settlement are incorporated herein by reference, and capitalized terms in this Order have the same meaning as in the Settlement unless indicated otherwise. A summary of the terms of the Settlement is as follows:

(a) Aggrieved Employees: All persons who worked for Defendant in California as an hourly, non-exempt employee during the PAGA period (the period from November 16, 2022, to April 17, 2025). (Agreement, ¶¶ 1.4, 1.25.)[1]

(b) No Reversion: The Settlement is ***non-reversionary***. (Agreement, ¶ 3.1.)

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[1] Under Section 8 and paragraph 8.2 of the Settlement ("Aggrieved Employee Size Estimates and Escalator Clause"), Defendant has chosen the contractual option (Option 2, paragraph 8.2) to truncate the PAGA Period to that date on which Pay Periods during the PAGA Period do not exceed the estimated number of PAGA Periods by more than 10% (or 4,916 Pay Periods), which date Defendant estimates as April 17, 2025.

(c) Gross Settlement Amount: Defendant agrees to pay the maximum sum of **$120,000.00** (hereinafter referred to as the "Gross Settlement Amount" or "GSA") for settlement of the PAGA Penalties, which shall be inclusive of Plaintiff's Counsel's attorney's fees and costs, and the settlement administrator's fees and costs. (Agreement, ¶¶ 3.1, 3.2.)

(d) Net Settlement Amount: At least **$48,731.35** will be available for distribution to the Aggrieved Employees and the LWDA. Of this amount, the LWDA will receive at least **$36,548.51** under the Agreement, and Aggrieved Employees will receive at least **$12,182.84**. (Agreement, ¶¶ 1.17, 3.2.4.)

(e) Plaintiff's Award: Plaintiff requests an award of $5,000.00 in recognition of the results obtained for others and the provision of a general release. (Agreement, ¶ 3.2.1.)

(f) Attorney's Fees: Plaintiff's Counsel requests an award of attorney's fees of not more than 33 and 1/3% of the GSA, which is currently estimated to be **$40,000.00**, subject to the escalator clause. (Agreement, ¶ 3.2.2.)

(g) Litigation Costs: Plaintiff's Counsel requests an award of costs, in an amount of not more than **$25,000.00**. Costs are **$21,273.63**, and Plaintiff's Counsel therefore requests **$21,273.65** for costs. (Agreement, ¶ 3.2.2.)

(h) Settlement Administration: Payment to Aggrieved Employees and administration will be accomplished through third-party settlement administrator, Phoenix Class Action Administration Solutions, which has agreed to perform Administrator duties for a fixed fee of **$4,995.00**. The fee is reasonable, based on all of the services offered. (Agreement, ¶ 3.2.3; Declaration of H. Scott Leviant ["Leviant Decl."], ¶ 41; Declaration of Jodey Lawrence ["Lawrence Decl."], ¶ 7, Exh. 2.)

(i) Uncashed Checks: Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the Unclaimed Property Fund. (Agreement, ¶¶ 4.2.2, 4.2.3.)

(j) PAGA Release: In exchange for the above settlement consideration, Defendant shall be entitled to a *specific* release from the LWDA and each and every Aggrieved Employee, including Plaintiff.[2] (Agreement, ¶ 5.)

(k) Notice to LWDA: The Declaration of H. Scott Leviant confirms that notice was provided to the LWDA and attached the confirmatory submission documents. (Leviant Decl., ¶ 45 and Exh. 3.)

After reviewing the Settlement and other related documents, and the filings submitted by Plaintiff, **IT IS HEREBY ORDERED AS FOLLOWS**:

1. The Court hereby GRANTS approval of the PAGA settlement upon the terms and conditions set forth in the Settlement. The Court finds that the terms of the proposed settlement are reasonable. In granting approval of the settlement the Court has considered the factors identified in *Moniz v. Adecco USA, Inc*., 72 Cal. App. 5th 56 (2021), *O'Connor v. Uber Technologies*, No. 13-CV-03826-EMC, 2016 WL 4398271 (N.D. Cal. Aug. 18, 2016), *Hanlon v. Chrystler Corp*., 150 F.3d 1011 (9th Cir. 1998), *Dunk v. Ford Motor Co*., 48 Cal. App. 4th 1794 (1996), and other authority providing a coherent framework for evaluating this Settlement.

2. The Court hereby identifies the Aggrieved Employees as:

> All persons who worked for Defendant in California as an hourly, non-exempt employee during the PAGA Period (the period from November 16, 2022, to April 17, 2025).

(Agreement, ¶¶ 1.4 1.25.)[3]

3. The Court hereby finds the Settlement was the product of informed, non-collusive negotiations conducted at arms' length by the Parties. In making these findings, the Court considered Defendant's potential liability, the benefit to the State of California, allocation of settlement proceeds

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[2] This comports with settled California Supreme Court authority. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (concluding that "with respect to the recovery of civil penalties, non-party employees as well as the government are bound by the judgment in an action brought under the act….")

[3] As set forth above, under Section 8 and paragraph 8.2 of the Settlement ("Aggrieved Employee Size Estimates and Escalator Clause"), Defendant exercised its contractual option (Option 2, paragraph 8.2) to truncate the PAGA Period to that date on which Pay Periods during the PAGA Period do not exceed the estimated number of PAGA Periods by more than 10% (or 4,916 Pay Periods), which date Defendant estimates as April 17, 2025.

among Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court further finds that the terms of the Settlement have no obvious deficiencies. The Court finds that risks of further prosecution are substantial and include the risks that (1) penalties would be reduced after evaluation of the totality of the circumstances, or (2) no penalties would be awarded for some or all of the alleged violations.

4. The Court hereby approves Phoenix to serve as the Administrator. The Administrator will be paid pursuant to the Agreement's terms for such distribution, in the requested amount of **$4,995.00** out of the Gross Settlement Amount, to effectuate Administration.

5. Pursuant to the Agreement, the amount distributed as penalties under PAGA shall be **$120,000.00**, less administration costs, attorney's fees, an award to Plaintiff for service and providing a general release, and costs awarded to Plaintiff's counsel. After awards, the amount remaining to distribute as penalties is **$48,731.35**. The LWDA shall receive 75% of the penalties allocated, which is **$36,548.51**. Aggrieved Employees shall receive 25% of the penalties allocated, which is **$12,182.84**.

6. The Court hereby awards Counsel attorneys' fees in the amount of **$40,000.00**. The Court finds that the attorneys' fees are reasonable compared to amounts routinely approved in similar settlements and as guided by the California Supreme Court's decision concerning the awarding of fees from monetary funds for class members. *Laffitte v. Robert Half Intern. Inc*., 1 Cal. 5th 480, 503 (2016). Counsel proceeded on a contingency basis despite the uncertainty of any fee award. Counsel were necessarily precluded from pursuing other potential sources of fees because of work in connection with this Action. The Court observed that this is not a class action. It is more akin to contingent representation with an additional requirement of Court review due to the qui tam nature of a PAGA claim. Attorneys' fees that are fifty percent of a common fund are typically considered the upper limit, with thirty to forty percent commonly awarded in cases where the settlement is relatively small. *See Van Vranken v. Atlantic Richfield Company*, 901 F. Supp. 294 (N.D. Cal. 1995) (stating that most cases where 30-50 percent was awarded involved "smaller" settlement funds of under $10 million). Based on these considerations, including the lodestar cross-check, a fee award of 33 1/3% is reasonable.

7. The Court hereby awards Counsel litigation costs in the total amount of **$21,273.65**.

8. The Court hereby awards Plaintiff **$5,000.00** for her service as PAGA plaintiff, for

remaining committed to this matter for over two years, and for providing a general release.

9. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Agreement.

10. Pursuant to the terms of the Settlement, the released persons and entities include:

> Defendant and its parent corporations, sister corporations, affiliates, subsidiaries, divisions, predecessors, insurers, reinsurers, 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, both individually and in their business capacities (referred to in the Settlement as the "Released Parties").

11. Upon entry of the Order approving this Settlement and the Judgment thereon, PAGA claims are released as follows:

> Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:
>
> Release by Aggrieved Employees: Plaintiff, on behalf of herself, the Aggrieved Employees, and the State of California, releases all claims arising under PAGA that were or could have been alleged based on the facts, legal theories, or causes of action in the PAGA Notice and the Operative Complaint.

(Agreement, ¶ 5.3.)[4]

> Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Action and the PAGA Period facts stated in the operative Complaint and the PAGA Notice.

(Agreement, ¶ 5.4.)

> Other than those fees and expenses awarded by the Court pursuant to this Settlement, PAGA Counsel release, on behalf of their present and former attorneys, employees, agents, successors and assigns, the Released Parties from all claims for attorneys' fees and expenses incurred in connection with the Operative Complaint and the PAGA Period and the facts stated in the Operative Complaint and the PAGA Notice. PAGA Counsel will receive only those fees and expenses awarded by the Court pursuant to this Settlement.

(Agreement, ¶ 5.5.)

12. The action is DISMISSED WITH PREJUDICE.

13. The Court will enter Final Judgment in accordance with this Order.

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[4] The PAGA Notice is attached to the Agreement as Exhibit A.

14. The Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto.

IT IS SO ORDERED.

Dated: 03/16/2026

Hon. William F. Highberger
LOS ANGELES SUPERIOR COURT JUDGE