

Karen I. Gold (State Bar No. 258360)
kgold@blackstonepc.com
Marissa A. Mayhood (State Bar No. 334376)
mmayhood@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
Shawn Bahmani (State Bar No. 343638)
sbahmani@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff ANU VERMA,
individually, and on behalf of Aggrieved
Employees pursuant to the California
Private Attorneys General Act

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

ANU VERMA, individually, and on behalf of
Aggrieved Employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

SINGERLEWAK LLP, a California Company;
and DOES 1 through 25, inclusive,

Defendants.

Case No. 24STCV11344

*Assigned for All Purposes to the Honorable
Gail Killefer, Dept. 37*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS AND SETTLEMENT
ADMINISTRATION COSTS**

Date: October 8, 2025

Time: 8:30 a.m.

Department: 37

Reservation ID: 798652547329

Complaint Filed: May 6, 2024

Trial Date: Not Set

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1 the period from February 28, 2023 through June 16, 2025.

2 6. The Court finds that the Parties reached the Settlement as a result of arm's-length
3 negotiations.

4 7. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum
5 allocated for payment of penalties under PAGA ("**Net Settlement Amount**"), and determines that it
6 is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount, which
7 shall be the Gross Settlement Amount (\$155,000.00) less the approved Attorneys' Fees and Costs to
8 Plaintiff's Counsel and Settlement Administration Costs to Apex Class Action LLC ("**Settlement**
9 **Administrator**"). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to
10 the LWDA ("**LWDA Payment**") and twenty-five percent (25%) of the Net Settlement Amount
11 ("**Employees' Portion**") shall be distributed to the Aggrieved Employees in accordance with this
12 Order and Judgment and the Settlement Agreement.

13 8. The Court has considered the Settlement, and the monetary allocations provided
14 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
15 Settlement Administrator to administer the Settlement and to make the payments as provided for by,
16 and consistent with, this Order and Judgment and the Settlement Agreement.

17 9. The Court approves the payment of \$54,250.00 to Plaintiff's Counsel for attorneys'
18 fees, subject to Paragraph 19 of this Order and Judgment. This amount shall be paid from the Gross
19 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
20 Settlement Agreement.

21 10. The Court approves the payment of \$20,339.97 to Plaintiff's Counsel for
22 reimbursement of actual litigation costs and expenses incurred in this matter. This amount shall be
23 paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and
24 Judgment and the Settlement Agreement.

25 11. The Court approves payment in the amount of *up to* \$5,000.00 to the Settlement
26 Administrator for the Settlement Administration Costs. This amount shall be paid from the Gross
27 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
28 Settlement Agreement.

12. The Court approves the cover letter (“**Cover Letter**”), attached hereto as **Exhibit 1**, and the Settlement Administrator shall distribute the Cover Letter to Aggrieved Employees at the same time that it distributes Individual PAGA Payment checks to the Aggrieved Employees.

13. No later than seven (7) calendar days after the date of this Order and Judgment, Defendant will provide the Settlement Administrator with a list of all Aggrieved Employees, containing each Aggrieved Employee’s first and last name, last known address, last known telephone number, Social Security number, and dates worked during the PAGA Period (collectively, “**Aggrieved Employees List**”).

14. No later than twenty-one (21) calendar days after the date of this Order and Judgment, payment of the sums described in Section 3(a) of the Settlement Agreement shall be made by Defendant by transmitting the Gross Settlement Amount to a qualified settlement account established by the Settlement Administrator. If the date by which payment by Defendant is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

15. No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and the full funding of the Gross Settlement Amount, the Settlement Administrator will distribute the Individual PAGA Payments (with Cover Letters) to Aggrieved Employees, the LWDA Payment to the LWDA, the Attorneys’ Fees and Costs to Plaintiff’s Counsel, and the Settlement Administration Costs to itself.

16. The Individual PAGA Payment checks issued to Aggrieved Employees will remain valid and negotiable for one hundred and eighty (180) calendar days, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed to the State Controller’s Office Unclaimed Property Division in the name of the Aggrieved Employee at issue and in the amount of their respective Individual PAGA Payment(s).

17. If the actual number of Pay Periods worked by the Aggrieved Employees during the PAGA Period exceeds 6,739 by more than ten percent (10%) (i.e., if the Pay Periods exceed 7,413), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of Pay Periods worked by the Aggrieved Employees above ten percent (10%)

(i.e., if the number of Pay Periods increases by eleven percent (11%), then the Gross Settlement Amount will increase by one percent (1%)).

18. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

19. Upon the date of this Order and Judgment and full funding of the Gross Settlement Amount, Plaintiff and the Aggrieved Employees, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant and its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates (collectively, the “Released Parties”) from any and all claims arising from any of the factual allegations in the PAGA Letter and only to the extent that they are alleged in the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, which specifically includes claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders (collectively, the “Released PAGA Claims”).

20. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(l)(3).

21. A Non-Appearance Final Accounting Hearing is set for _____ at _____ in Department 37 of the above-entitled Court. A Final Report is due to be filed no later than _____ confirming that disbursements were made pursuant to the Settlement.

IT IS SO ORDERED.

Dated: _____

Honorable Gail Killefer
Judge of the Superior Court

Exhibit 1

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Anu Verma v. SingerLewak LLP*, Los Angeles County
Superior Court Case No. 24STCV11344

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Anu Verma v. SingerLewak LLP*, Los Angeles County Superior Court Case No. 24STCV11344 (“Action”).

The lawsuit was filed on May 6, 2024 by Anu Verma (“Plaintiff”) against her former employer SingerLewak LLP (“Defendant”), on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse business expenses. Prior to initiating the lawsuit, on February 29, 2024, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1014010-24 (“PAGA Letter”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations. A settlement was reached between Plaintiff and Defendant.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period February 28, 2023 through the [date the Court enters the order granting approval of the Settlement or sixty (60) calendar days after the date of mediation, whichever is earlier] is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period, excluding leaves of absence/vacation. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of Court’s order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount>>, the Released Parties were fully, finally, and forever released, settled, compromised, relinquished, and discharged from the Released PAGA Claims.

“Released Parties” means discharged Defendant and its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter and only to the extent that they are alleged in the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, which specifically includes claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant’s counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].