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13 SUPERIOR COURT OF CALIFORNIA

14 COUNTY OF LOS ANGELES

15
16 LAURA FIGUEROA ALEMAN, individually
and on behalf of all aggrieved employees,

17 Plaintiff,

18 v.

19 H CODE MEDIA, INC., and DOES 1 to 100,

20 Defendants.
21

Case No. 24STCV13098

**STIPULATION TO APPROVE PAGA
SETTLEMENT; DECLARATION OF ADAM
ROSE; PROPOSED ORDER**

22
23 ALL PARTIES STIPULATE to the following:

24 1. Plaintiff Laura Figueroa Aleman (“Plaintiff”) previously worked for Defendant H
25 Code Media, Inc. (“Defendant”) from April 2022 to December 2023 as a non-exempt freelance
26 employee.

27 2. On March 20, 2024, Plaintiff sent to Defendant a notice letter pursuant to the Private
28

1 Attorneys General Act (“PAGA”) by certified mail (the “PAGA Letter”) and uploaded the letter to
2 the Labor and Workforce Development Agency (the “LWDA”) website. The PAGA Letter alleged
3 the following claims against Defendant: (1) minimum wage violations (Labor Code §§ 1194, 1197
4 & 1197.1); (2) overtime violations (Labor Code §§ 510, 558 & 1197.1); (3) meal and rest period
5 violations (Labor Code §§ 226.7, 512 & 558); and (4) wage statement violations (Labor Code §§
6 226 & 226.3).

7 3. After exhaustion of the 65-day administrative period, on May 24, 2024, Plaintiff
8 filed this wage and hour case, *Laura Figueroa Aleman v. H Code Media, Inc.*, Case No.
9 24STCV13098 (the “Action”), alleging: (1) minimum wage violations; (2) overtime violations; (3)
10 meal and rest period violations; (4) wage statement violations; (5) waiting time penalties; (6)
11 violation of the Unfair Competition Law; and (7) a representative PAGA cause of action (the
12 “Complaint”).

13 4. Defendant at all times disputed and denied, and continues to dispute and deny, that
14 it is or was ever liable to Plaintiff, or any other person, for any of the claims asserted in the
15 Complaint, including the claims for penalties under PAGA.

16 5. Subsequently, the Parties discussed resolving Plaintiff’s individual and
17 representative PAGA claims, and on September 23, 2024, the Court stayed this Action in its entirety
18 pursuant to the Parties’ request. Following an exchange of information, the Parties attended two
19 mediation sessions through an experienced mediator, the first on January 8, 2025 and the second
20 on March 27, 2025.

21 6. On May 9, 2025, the Parties settled both the individual and representative PAGA
22 claims. The Parties fully executed a PAGA Settlement and Release Agreement (the “PAGA
23 Settlement Agreement”), and Plaintiff signed a separate settlement agreement for individual claims.

24 7. The Declaration of Adam Rose contains the fully signed PAGA Settlement
25 Agreement and a copy of the PAGA Letter.

26 8. Pursuant to Labor Code section 2699(s)(2), the Parties are requesting the Court’s
27 approval of the PAGA Settlement.

28 9. A motion is not required to approve a PAGA settlement. (*See, e.g., Williams v.*

1 *Condensed Curriculuminternational, Inc.* (N.D. Cal. June 7, 2022) No. 4:20-cv05292-YGR, 2022
2 WL 20469949.)

3 10. As demonstrated below, the PAGA Settlement is fair, reasonable, and adequate in
4 view of PAGA's purpose to remediate present labor law violations, deter future ones, and to
5 maximize enforcement of state labor laws. (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal. App. 5th 56,
6 77.)

7 11. Pursuant to the PAGA Settlement Agreement, Defendant is to pay a Total
8 Settlement Amount in the amount of \$35,080 (the "Total Settlement Amount"). The Total
9 Settlement Amount is to be distributed as follows:

- 10 a. \$13,023.25 to the LWDA for PAGA penalties
- 11 b. \$4,341.09 to the PAGA Settlement Group Members
- 12 c. \$11,681.64 to Plaintiff's counsel for attorneys' fees
- 13 d. \$3,739.02 to Plaintiff's counsel for cost
- 14 e. \$2,295 to the Settlement Administrator

15 The foregoing distributions are based on the Parties' negotiations and considerations, including: (1)
16 Defendant's dispute that any penalties under PAGA are owed; (2) the PAGA Settlement Group is
17 comprised of approximately 35 non-exempt employees; and (3) an award of PAGA penalties is in
18 the discretion of the Court.

19 12. In order to satisfy the requirements of Labor Code section 2699(s)(2), the Parties
20 have agreed that the Settlement Administrator, Phoenix Class Action Administration Solutions,
21 will issue a check to the LWDA in the amount of \$13,023.25, which the Parties agree constitutes
22 75% of the \$17,364.34 settlement value of the PAGA allocations, and to the PAGA Settlement
23 Group Members in the amount of \$4,341.09, which the Parties agree constitutes 25% of the
24 \$17,364.34 PAGA allocation.

25 13. The concurrently filed Declaration of Adam Rose contains an itemization of the
26 costs, the settlement administration bid from Phoenix Class Action Administration Solutions, and
27 the proposed letter to accompany the checks to the PAGA Settlement Group Members, as well as
28 confirmation that the PAGA Settlement Agreement is being uploaded to the LWDA website at the

1 same time as filing this Stipulation to Approve PAGA Settlement.

2 14. Thus, the Parties respectfully request the Court to approve the PAGA Settlement.

3
4 Date: May 20, 2025

FRONTIER LAW CENTER

5 /s/ Adam Rose

6 Attorney for Plaintiff

7 Laura Figueroa Aleman

8 Date: May 20, 2025

COOLEY LLP

9 /s/ Summer Wynn

10 Attorneys for Defendant

11 H Code Media, Inc.