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Attorneys for Plaintiffs,

BETHANY CLAYTON, YASMIN SOLTANI, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES-CENTRAL DISTRICT

(UNLIMITED JURISDICTION)

BETHANY CLAYTON and YASMIN SOLTANI, as “aggrieved employees” on behalf of themselves and other similarly situated “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004,

Plaintiffs,

vs.

SALTIE GIRL LA LLC, a California limited liability company; and DOES 1 to 25, inclusive,

Defendants.

Case No.: 25STCV14374

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Action filed: May 15, 2025

Hearing Date: September 2, 2025

Hearing Time: 8:30 a.m.

Hearing Dept: 36, Hon. Wendy Chang

Reservation Number: 075234161417

1 Under Labor Code section 2699(1)(2) of the California Private Attorneys General Act of
2 2004 ("PAGA"), the Motion of Plaintiffs Bethany Clayton and Yasmin Soltani ("Plaintiffs") for
3 Approval of Settlement under PAGA came before this Court on September 2, 2025.

4 Plaintiffs' Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees, as authorized by PAGA under Labor Code § 2699, in
6 relation to alleged violations of the predicate statutes set forth in Plaintiffs' Complaint and the
7 PAGA notice letter to the California Labor Workforce and Development Agency ("LWDA"),
8 dated September 18, 2024 (the "PAGA Notice"), on behalf of all individuals who are, or were,
9 employed by Defendant Saltie Girl LA LLC ("Defendant" or "SALTIE GIRL") as non-exempt
10 employees in California during the PAGA Period of February 1, 2023, through January 15,
11 2025 (the "Aggrieved Employees").

12 Under PAGA, in any action brought by an Aggrieved Employee, the Court "shall
13 review and approve any settlement of any civil action filed pursuant to this part." *Lab. Code*,
14 § 2699, subd. (1)(2). Accordingly, the Court, having considered the proposed settlement set
15 forth in the Settlement Agreement, including the proposed PAGA penalties, under Labor Code
16 section 2699, subdivision (1)(2), having considered the papers filed in support of the proposed
17 settlement and the arguments of counsel, and good cause appearing, HEREBY ORDERS AS
18 FOLLOWS:

- 19 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 20 2. The Court finds in favor of settlement approval, and therefore approves the Settlement
21 of the above-captioned action, as set forth in the PAGA Settlement Agreement between the Parties
22 and each of the releases and other terms, as fair, just, reasonable, and adequate;
- 23 3. The Court finds further that Plaintiff, acting on behalf of himself and the State of
24 California, by operation of this Order and Judgment hereby releases and forever discharges
25 Defendant and the Releasees (as defined in the Settlement Agreement) from any and all Released
26 PAGA Claims (as defined in the Settlement Agreement) including penalties asserted in Plaintiff's
27 Complaint, including any and all known and unknown claims for civil penalties under PAGA that
28 arise;

1 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
2 State of California, and shall bar any claim under PAGA brought by any person, including the Aggrieved
3 Employees, on behalf of the State of California, as to the Released PAGA Claims and Releasees;

4 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
5 Defendant is directed to make all payments required by the Settlement Agreement;

6 6. Under the Settlement Agreement, Defendant agrees to pay a maximum sum of Sixty
7 Thousand Dollars (\$60,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount is
8 inclusive of payments to the LWDA and Aggrieved Employees, PAGA Counsel's Fees Payment and
9 Litigation Expenses Payment, and Settlement Administration Costs. No portion of the Gross Settlement
10 Amount will revert to Defendant. Plaintiff's Counsel requests an award of attorney's fees of Twenty
11 Thousand Dollars and Zero Cents (\$20,000.00) and litigation expenses of Eleven Thousand Forty-
12 Three Dollars and Eighty-Nine Cents (\$11,043.89). The settlement administrator, Simpluris, Inc.,
13 requests administration costs of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00).
14 Defendant does not oppose these requests. The Court finds the Gross Settlement Amount is fair,
15 reasonable and adequate, and approves each of these payments, and directs the Settlement
16 Administrator to make the above payments to payments from the Gross Settlement Amount as follows:

- 17 a. \$20,000 in attorney's fees to MM Law, APC;
18 b. \$11,043.89 in litigation costs to MM Law, APC;
19 c. \$2,500 in administration costs to Simpluris, Inc.; and
20 d. After deducting the foregoing payments, the estimated remainder of approximately
21 \$26,456.11 shall form the Net Settlement Amount. Pursuant to Labor Code section 2699(m), the
22 Net Settlement Amount will then be distributed 65 percent (\$17,196.47) to the LWDA, and the
23 remaining 35 percent (\$9,259.64) to the Aggrieved Employees on a pro rata basis, as set forth in
24 the Settlement Agreement. The Court approves these payments, and directs the Settlement
25 Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice
26 of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its
27 duties as set forth in the Settlement Agreement.
28

1 7. The entire Action is hereby DISMISSED WITH PREJUDICE as to all parties and all
2 causes of action. The Court reserves exclusive and continuing jurisdiction over the Action and the
3 Parties pursuant to Code of Civil Procedure section 664.6 for the purpose of supervising
4 implementation, enforcement, construction, administration, and interpretation of the Settlement
5 Agreement.

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

7
8 DATED: _____

HON. WENDY CHANG
JUDGE OF THE SUPERIOR COURT