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FILED
 Superior Court of California
 County of Los Angeles

06/04/2025

David W. Saylor, Executive Officer / Clerk of Court

By: S. Taylor Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JAIME G. VENTURA RIVERA, individually, and
 on behalf of all others similarly situated,

Plaintiff,

vs.

B & V ENTERPRISES, INC., a California
 corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV29987

REPRESENTATIVE ACTION

**~~[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: June 4, 2025
 Time: 8:30 a.m.
 Courtroom: 31
 Judge: Hon. Kerry Bensinger

Reservation ID: **922225862420**

Complaint filed: November 14, 2024
 Trial date: Not set

1 **TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:**

2 Plaintiff JAIME G. VENTURA RIVERA (“Plaintiff”) and defendant B & V ENTERPRISES,
3 INC. (“Defendant”) (Plaintiff and Defendant are, collectively, the “Parties”), have reached terms of
4 settlement of this action alleging a claim for relief pursuant to the Labor Code Private Attorneys General
5 Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”).

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

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

15 On June 4, 2025, Plaintiff’s Motion came on for hearing. The PAGA SETTLEMENT
16 AGREEMENT (referred to as the “Agreement,” or “Settlement,” and attached to the Declaration of H.
17 Scott Leviant as **Exhibit 1**) is conditioned upon the Court’s approval. Capitalized terms in this Order
18 have the same meaning as in the Settlement unless indicated otherwise. A summary of the terms of the
19 Settlement is as follows:

- 20 (a) Aggrieved Employees: All former and current non-exempt employee(s)
21 employed by Defendant in California period from January 1, 2024, to April 5,
22 2025. (Agreement, ¶¶ 1.4, 1.25.)
23 (b) No Reversion: The Settlement is **non-reversionary**. (Agreement, ¶ 3.1.)
24 (c) Gross Settlement Amount: Defendant agrees to pay the maximum sum of
25 **\$279,500.00** (hereinafter referred to as the “Gross Settlement Amount” or
26 “GSA”) for settlement of the PAGA Penalties, which shall be inclusive of
27 Plaintiff’s Enhancement Fee, Plaintiff’s/PAGA Counsel’s attorney’s fees and
28 costs, and the settlement administrator’s fees and costs. (Agreement, ¶¶ 3.1, 3.2.)

- (d) Net Settlement Amount: At least **\$145,955.46** will be available for distribution to the Aggrieved Employees and the LWDA. Of this amount, the LWDA will receive at least **\$94,871.05** under the Agreement, and Aggrieved Employees will receive at least **\$51,084.41**. (Agreement, ¶¶ 1.15, 3.2.4.)
- (e) Plaintiff's Enhancement Fee: Payment in the amount of up to \$5,000 to the Plaintiff, Jaime G. Ventura Rivera, for initiating the Action and providing services in support of the Action. (Agreement, ¶ 1.27.)
- (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 **\$93,632.50**, subject to the escalator clause. (Agreement, ¶ 3.2.2.)
- (g) Litigation Costs: Plaintiff's Counsel requests an award of costs, in the amount of \$22,162.04, which is below the cap of \$25,000.00 in the Agreement. (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 not to exceed **\$12,750.00**¹. (Agreement, ¶ 3.2.3; Declaration of H. Scott Leviant ["Leviant Decl."], ¶ 41; Declaration of Jodey Lawrence ["Lawrence Decl."], ¶ 16, Exh. B.)
- (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) Release: In exchange for the above settlement consideration, Defendant shall be entitled to a *limited* release from the LWDA and each and every Aggrieved

¹ The Parties agreed that the settlement administration costs are not to exceed \$15,000.00. The actual costs are expected to be \$12,750.00, which is less than the maximum amount.

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 attaches the confirmatory submission documents. (Leviant Decl., ¶ 46 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. Chrysler 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 former and current non-exempt employee(s) employed by Defendant in California period from January 1, 2024, to April 5, 2025. (Agreement, ¶¶ 1.4, 1.25.)

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 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. The amounts awarded by the Court are set forth below.

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, nonparty employees as well as the government are bound by the judgment in an action brought under the act....").

GSA AND ESTIMATED DEDUCTIONS	AMOUNT
Gross Settlement Amount (“GSA”)	\$279,500.00
Settlement Administration (flat rate)	\$12,750.00
Requested Attorney’s Fees (33 and 1/3% of GSA)	\$93,632.50
Requested Attorney’s Costs (current actual costs plus motion costs)	\$22,162.04
PAGA Penalty Allocation	\$145,955.46
Plaintiff’s Requested Enhancement	\$5,000.00

4. Pursuant to the Agreement, the amount distributed as penalties under PAGA shall be **\$279,500.00**, less Plaintiff’s Enhancement Fee, administration costs, attorney’s fees, and costs awarded to Plaintiff’s counsel. After awards, the amount remaining to distribute as penalties is **\$145,955.46**. The LWDA shall receive 65% of the penalties allocated, which is **\$94,871.05**. Aggrieved Employees shall receive 35% of the penalties allocated, which is **\$51,084.41**.

5. The Court here approves Plaintiff’s Enhancement Fee in the amount of **\$5,000.00** for initiating the Action and providing services in support of the Action.

6. The Court hereby approves Phoenix Class Action Administration Solutions to serve as the Administrator. The Administrator will be paid pursuant to the Agreement’s terms for such distribution, in the requested amount of **\$12,750.00** out of the Gross Settlement Amount, to effectuate Administration.

7. The Court hereby awards Counsel attorneys’ fees in the amount of **\$93,632.50**. 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,

1 with thirty to forty percent commonly awarded in cases where the settlement is relatively small. *See Van*
2 *Vranken v. Atlantic Richfield Company*, 901 F. Supp. 294 (N.D. Cal. 1995) (stating that most cases
3 where 30-50 percent was awarded involved “smaller” settlement funds of under \$10 million). Based on
4 these considerations, including the lodestar cross-check, a fee award of 33 and 1/3 % is reasonable.

5 8. The Court hereby awards Counsel litigation costs in the total amount of \$22,162.04.

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

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

9 Defendant, and any predecessor, successor, subsidiary, parent, or affiliate as defined by
10 Corporations Code § 150, and each of its supervisory/managerial employees, managing
11 agents, shareholders, directors, and/or officers. (referred to in the Settlement as the
“Released Parties”). (Agreement, ¶ 1.29.)

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

14 Effective on the date when Defendant fully funds the entire Gross Settlement Amount,
15 Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

16 Release by Aggrieved Employees: Plaintiff, on behalf of himself and the State of
17 California (including the LWDA), and the State of California (including the LWDA and
18 all individuals who seek to serve as agent and proxy of the State of California in
19 bringing PAGA claims) shall be deemed to release all claims for PAGA penalties that
20 that could have been sought by the Labor Commissioner for the violations alleged in
21 Plaintiff’s pre-filing PAGA Notice to the LWDA, including all claims for PAGA
penalties that were alleged or which reasonably could have been alleged based on the
22 facts alleged in the Operative Complaint and PAGA Notice that accrued during the
23 PAGA Period, including but not limited to Labor Code §§ 201, 202, 203, 204(a)-(b),
24 204, 210, 221, 222, 223, 226, 226.3, 226(a)-(e), 226.7, 510, 512, 1174, 1174.5, 1182.12,
25 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 2800, 2802, and the IWC Wage Order.
(Agreement, ¶ 5.2.)

26 Release by PAGA Counsel: Other than those fees awarded by the Court pursuant to this
27 Settlement, PAGA Counsel release, on behalf of their present and former attorneys,
28 employees, agents, successors and assigns, the Released Parties from all claims for
PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period
facts stated in the Operative Complaint and the PAGA Notice. PAGA Counsel will
receive only those fees awarded by the Court pursuant to this Settlement. (Agreement, ¶
5.3.)

12. The action is DISMISSED WITH PREJUDICE.

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

14. The Court shall retain jurisdiction with respect to all matters related to the administration

1 and consummation of the Settlement, and any and all claims asserted in, arising out of, or related to the
2 subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the
3 determination of all controversies relating thereto.

4
5 **IT IS SO ORDERED.**

6
7 Dated: 06/04/2025



Kerry Bensinger

Hon. Kerry Bensinger
LOS ANGELES SUPERIOR COURT JUDGE