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Attorneys for PLAINTIFF PERSEUS PORRAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

PERSEUS PORRAS, an individual, on behalf
of the state of California, as a private attorneys
general,

Plaintiff,

vs.

TECHNET PARTNERS, INC., a California
corporation; and DOES 1-50, Inclusive;

Defendants

Case No: 23STCV01710

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT AND JUDGMENT**

Date: October 3, 2024
Time: 10:30 a.m.

Judge: Hon. William F. Highberger
Dept: 10

1 Plaintiff Perseus Porras (“Plaintiff”) moves for approval of the settlement of Plaintiff’s
2 claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to
3 California Labor Code § 2699(1), against TechNet Partners, Inc. (“Defendant”).

4 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
5 in this action and is authorized to act as a private attorneys general with respect to the PAGA claims
6 being released under the terms of the Joint Stipulation of Settlement of PAGA Action and Release
7 of PAGA Claims (“Settlement Agreement”). The California Labor Workforce Development
8 Agency (“LWDA”) was provided with notice of the settlement and the motion for approval of the
9 settlement via its online process and no objection has been received to the settlement or the motion
10 from the LWDA. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the
11 Gross Settlement Amount to be paid as part of the settlement as set forth in the Settlement
12 Agreement, which was filed with the Court (“PAGA Settlement”). The PAGA Settlement provides
13 for a Gross Settlement Amount in the total sum of \$150,000, which includes the Net Settlement
14 Amount, PAGA Counsel Award in the amount of \$75,000, comprised of attorneys’ fees in the
15 amount of \$50,000 and reimbursed litigation expenses in the amount of \$25,000, and a Claims
16 Administration Costs estimated in the amount of \$5,000. The Net Settlement Amount is the amount
17 remaining from the Gross Settlement Amount after the deduction of the Claims Administration
18 Costs and PAGA Counsel Award. The Administrator will be Apex Class Action LLC. The sum of
19 any settlement checks not cashed within 180 days, or the extended deadline as provided in the
20 Settlement Agreement, will be transmitted to the State Controller’s Unclaimed Property Fund in the
21 name of the Aggrieved Employees who did not cash their checks. The Court approved the Gross
22 Settlement Amount and the distributions of the Gross Settlement Amount as set forth above.

23 The Court, having reviewed the evidence and papers submitted and argument of counsel,
24 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Parties’ motion and approves the
25 PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount,
26 which shall be allocated and paid out as set forth in the Settlement Agreement. The “Aggrieved
27 Employees” are defined as “all current and former non-exempt employees who worked for
28 Defendant in California during the period from January 25, 2022 to May 31, 2024. (“PAGA

1 Period”). Upon entry of Judgment and funding in full of the PAGA Settlement by Defendant,
2 Defendant and each of its former and present directors, officers, shareholders, owners, members,
3 attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates (“Released
4 Parties”) shall be entitled to a release from the State of California, the LWDA, Plaintiff and the
5 Aggrieved Employees as to the following claims: all claims for PAGA penalties that were alleged,
6 or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
7 Complaint and PAGA Notices, including claims for: failure to pay minimum wages in violation of
8 California Labor Code sections 1194, 1197 and 1197.1; failure to pay overtime wages in violation
9 of California Labor Code sections 510 et seq; failure to provide required meal periods in violation
10 of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; failure to
11 provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the
12 applicable IWC wage order; failure to provide wages when due in violation of California Labor
13 Code sections 201, 202 and 203; failure to provide accurate itemized wage statements in violation
14 of California Labor Code section 226; and failure to reimburse employees for required business
15 expenses in violation of California Labor Code section 2802. (“Released PAGA Claims”).

16 Neither the Settlement Agreement nor the settlement contained therein, nor any act
17 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is
18 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
19 Released PAGA Claims; or (ii) is or may be deemed to be or may be sued as an admission of, or
20 evidence of, any fault or omission by Defendant or any of the Released Parties in any civil, criminal,
21 or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
22 any of the Released Parties may file the Settlement Agreement and/or the separate Judgment from
23 this action in any other action that may be brought against it or them in order to support a defense
24 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
25 settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or
26 similar defense or counterclaim.

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1 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
2 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
3 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
4 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
5 the distribution of settlement benefits.

6 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
7 **ENTERED ACCORDINGLY.**

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9 DATED: _____, 2024
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12 _____
13 THE HONORABLE WILLIAM F. HIGHBERGER
14 JUDGE OF THE SUPERIOR COURT
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