

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
jlapuyade@jcl-lawfirm.com
Perssia Razma (State Bar #351398)
prazma@jcl-lawfirm.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Jackland K Hom (State Bar #327243)
jackland@zakaylaw.com
Jaclyn Joyce (State Bar #285124)
jaclyn@zakaylaw.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047

Attorneys for Plaintiff JUDY LEE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JUDY LEE, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

WSH MANAGEMENT, INC., a California
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No.: 24STCV10073

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

Hearing Date: December 10, 2025
Hearing Time: 8:30 a.m.
Opposition Due: November 20, 2025
Reply Due: November 26, 2025

Judge: Hon. Elaine Lu
Dept.: 9

1 Plaintiff JUDY LEE ("Plaintiff") moves for approval of the settlement of Plaintiff's claims
2 under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California
3 Labor Code § 2699(s), against WSH Management, 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 PAGA Settlement Agreement ("Agreement"). The California
7 Labor Workforce Development Agency ("LWDA") was provided with notice of the settlement and
8 the motion for approval of the settlement via its online process and no objection has been received
9 to the settlement or the motion from the LWDA. The Parties seek approval of the settlement of
10 Plaintiff's PAGA claims and the Gross Settlement Amount to be paid as part of the settlement as
11 set forth in the Agreement, which was filed with the Court. The Agreement provides for a Gross
12 Settlement Amount in the total sum of \$225,000, which includes the Net Settlement Amount, the
13 PAGA Counsel Award consisting of attorneys' fees not to exceed one-third (1/3) of the Gross
14 Settlement Amount, which is \$75,000.00 and costs and expenses not to exceed \$30,000.00, a
15 Service Award of not more than \$10,000.00 to Plaintiff, and payment of the of Settlement
16 Administration Costs in an amount not to exceed \$5,835.00. The Net Settlement Amount is the
17 amount remaining from the Gross Settlement Amount after the deduction of the PAGA Counsel
18 Award, the Settlement Administration Costs, and Service Award. The Administrator will be Apex
19 Class Action LLC. In the event an Aggrieved Employee's check has not been cashed within one
20 hundred eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued
21 thereon, shall be transmitted by the Administrator to the California Controller's Unclaimed
22 Property Fund in the name of the Aggrieved Employee. The Court approved the Gross Settlement
23 Amount and the distributions of the Gross Settlement Amount as set forth above.

24 Good cause appearing based on the reasons set forth in the motion for approval, the Court
25 hereby GRANTS the Motion and approves the PAGA settlement as set forth as follows: (1)
26 \$75,000.00 shall be paid to PAGA Counsel for payment of attorneys' fees; (2) \$24,460.32 shall be
27 paid to PAGA Counsel for reimbursement of litigation expenses; (3) \$10,000.00 shall be paid to
28 Plaintiff for payment of the Service Award; and (4) \$5,835.00 shall be paid to the Settlement

1 Administrator for the cost of administration of the settlement. After these deductions, the amount
2 remaining is the Net Settlement Amount of \$109,704.68, which shall be allocated and paid out as
3 set forth in the Agreement and in accordance with Labor Code section 2699(i).

4 The “Aggrieved Employees” are defined as all current and former non-exempt or hourly
5 employees who worked for Defendant and performed work in California during the period from
6 April 22, 2023, through March 24, 2025 (“PAGA Period”). Upon entry of Judgment and funding
7 in full of the Gross Settlement Amount by Defendant, Defendant and each of its former and present
8 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
9 assigns, subsidiaries, and affiliates (“Released Parties”) shall be entitled to a release from the State
10 of California, the LWDA, Plaintiff and the Aggrieved Employees as to the following claims: all
11 PAGA claims alleged in the operative complaint in the Action and Plaintiff’s PAGA notice to the
12 LWDA which occurred during the PAGA Period (e.g. all claims for failure to pay overtime wages
13 and/or failure to pay overtime wages at the correct rate(s) of pay, failure to pay all wages and
14 minimum wages, failure to timely pay wages during employment, failure to timely pay wages upon
15 separation from employment, failure to provide accurate itemized wage statements, failure to
16 maintain records, failure to reimburse business expenses, failure to provide meal periods or to pay
17 required meal premiums in lieu thereof, and failure to provide rest periods or to pay required rest
18 premiums in lieu thereof, as set forth in the Operative Complaint and PAGA notice), and expressly
19 excluding all other claims, including claims for vested benefits, wrongful termination,
20 unemployment insurance, disability, social security, workers’ compensation, and PAGA claims
21 outside of the PAGA Period. (“Released PAGA Claims”).

22 Neither the Agreement nor the settlement contained therein, nor any act performed or
23 document executed pursuant to or in furtherance of the Agreement: (i) is or may be deemed to be
24 or may be used as an admission of, or evidence of, the validity of any Released PAGA Claims; or
25 (ii) is or may be deemed to be or may be sued as an admission of, or evidence of, any fault or
26 omission by Defendant or any of the Released Parties in any civil, criminal, or administrative
27 proceeding in any court, administrative agency, or other tribunal. Defendant or any of the Released
28 Parties may file the Agreement and/or the separate Judgment from this action in any other action

1 that may be brought against it or them in order to support a defense or counterclaim based on
2 principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or
3 reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

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

9
10 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
11 **ENTERED ACCORDINGLY.**

12 DATED: _____, 2025
13

14
15 _____
16 THE HONORABLE ELAINE LU
17 JUDGE OF THE SUPERIOR COURT
18
19
20
21
22
23
24
25
26
27
28