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FILED
Superior Court of California
County of Los Angeles
03/02/2021
Sherri R. Carter, Executive Officer / Clerk of Court
By: R. Mendoza Deputy

6 Attorneys for Plaintiff, STEPHANIE MAKAROFF

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

11 STEPHANIE MAKAROFF,
12 Plaintiff,
13 vs.
14 ARDMORE HOME DESIGN, INC., and
15 DOES 1 through 50, inclusive,
16 Defendants.

Case No. 19STCV13447
**~~PROPOSED~~ ORDER APPROVING
SETTLEMENT AGREEMENT AND
ENTERING FINAL JUDGMENT**

Assigned for all purposes to:
Hon. Stephen I. Goorvitch

Date: March 2, 2021
Time: 8:30 a.m.
Dept.: 39

Complaint filed: April 18, 2019

1 On March 2, 2021, a hearing was held on the joint motion of Plaintiff Stephanie Makaroff
2 and Defendant Ardmore Home Design, Inc. (“Defendants”) motion for approval of a settlement
3 agreement pursuant to California’s Private Attorney General Act (“PAGA”) (the “Settlement”).
4 Kevin Mahoney and John A. Young of Mahoney Law Group, APC appeared for Plaintiff; Megan
5 Hayati and Bimali Walgampaya of Gordon Rees Sully Mansukhani, LLP appeared for Defendants
6 Ardmore Home Design, Inc., respectively. The Court having considered all papers filed and
7 proceedings herein and otherwise being fully informed, and having made this Judgment which
8 constitutes a final adjudication of this matter on the merits, and good cause appearing,

9 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

10 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall
11 have the same meaning as given in the PAGA Settlement Agreement (“Settlement”) executed
12 between the Parties on October 6, 2020.

13 2. Pursuant to the Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab.
14 Code §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency (“LWDA”) has been
15 given notice of the Settlement. Pursuant to PAGA, on the date the parties filed the motion seeking
16 approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the
17 Settlement enclosing a copy of the Settlement. The Court finds and determines that Plaintiff’s
18 notice of the Settlement complied with the statutory requirements of PAGA.

19 3. The Court confirms approval of the Settlement as to the following group of
20 individuals, collectively referred to as the “PAGA Settlement Group Members”:

21 The two hundred and sixteen (216) current and former non-exempt
22 employees of Ardmore Home Design, Inc. in California who worked
23 at any time during the period from January 8, 2018 to the date that
24 the Court approves this Settlement. The Total Settlement Amount
25 will not be increased unless there is ultimately 10% more than the
26 216 total PAGA Settlement Group Members from January 8, 2018
27 through date on which the Court grants approval of the Settlement
28 (i.e., more than 238 total PAGA Settlement Group Members), in
which case the Gross Settlement Amount shall be increased
proportionally.

1 4. This Court has jurisdiction over the subject matter of this litigation, over all PAGA
2 Settlement Group Members, and over those persons and entities undertaking affirmative
3 obligations under the Settlement.

4 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
5 Accordingly, the Court hereby finally and unconditionally approves the Settlement.

6 6. The Court approves the Notice to PAGA Settlement Group Members, Exhibit B to
7 the Settlement Agreement, which provides instructions for PAGA Settlement Group Members to
8 dispute and/or correct their Settlement Share before payments are made.

9 7. The Court finds that each PAGA Settlement Group Member, in accordance with the
10 Settlement, releases the following "Released Claims" against the Released Parties.

11 Any and all any and all claims based on the Private Attorneys General Act
12 (2004), as pleaded in Plaintiff's Complaint or that could have been pleaded
13 on the facts as alleged in the Complaint and Plaintiff's notice letter to
14 LWDA, arising during the Covered Period, including but not limited to
15 claims under Labor Code sections 201-204, 226, 226.7, 510, 512, 1174,
16 1182.12, 1194, 1197, 2698, 2699.3, and 2699.5, the Industrial Welfare
17 Commission Wage Orders, and any resulting claim for attorneys' fees and costs.

18 8. As to the Released Claims Only, the PAGA Settlement Group Members also waive
19 and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code.

20 9. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the
21 methodology used to calculate and pay each Settlement Share, in accordance with the Settlement,
22 are fair and reasonable.

23 10. The Court authorizes the Settlement Administrator to calculate and pay the
24 Settlement Shares, in accordance with the terms of the Settlement.

25 11. The Court awards the Settlement Administrator in this Action its fees and costs of
26 Three Thousand Dollars (\$3,000.00), in accordance with the terms of the Settlement Agreement.

27 12. The Court awards to Representative Plaintiff payment of not more than Five
28 Thousand Dollars (\$5,000.00) shall be paid to Plaintiff Stephanie Makaroff as a PAGA
Representative Enhancement award.

1 13. The Court awards to Plaintiff’s Counsel in this Action its fees of ninety-three
2 thousand three hundred thirty-three dollars and thirty-three cents (\$93,333.33) and actual costs of
3 _____, in accordance with the terms of the Settlement Agreement.

4 14. The Court approves the allocations and payment of two hundred eighty thousand
5 dollars (\$280,000.00) as for the compromise of claims brought under PAGA, to be paid in
6 accordance with the terms of the Settlement. Under the terms of the Settlement, seventy-five
7 percent (75%) of the Net Settlement Amount will be paid to the State of California Labor
8 Workforce Development Agency (“LWDA Payment”); the remaining amount of the Net Settlement
9 Amount shall be distributed to the PAGA Settlement Group Members in accordance with the terms
10 of the Settlement.

11 15. Checks for the Settlement Shares sent to PAGA Settlement Group Members shall
12 be valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for
13 Settlement Shares uncashed after one hundred eighty (180) days will be disbursed to the California
14 State Controllers’ Office Unclaimed Property Fund in the name of the individual PAGA Settlement
15 Group Member for his or her benefit.

16 16. The Court retains exclusive and continuing jurisdiction over this Action for purposes
17 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,
18 as well as the Settlement.

19 17. Nothing in this Order and Judgment or the Settlement shall be construed as an
20 admission or concession by any party. The Settlement and this resulting Order and Judgment simply
21 represent a compromise of disputed allegations.

22 18. Plaintiff is directed to submit a copy of this order to the LWDA within ten (10) days
23 of the date of this Order.

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1 19. Within 11 days of the date of this Order, the Parties are directed to
2 file a joint status report regarding the status of the distribution of settlement proceeds. Upon
3 satisfaction that the appropriate payments have been made, the Court will then close this case.

4
5 **IT IS SO ORDERED AND ADJUDGED.**



Stephen I. Goorvitch

Stephen I. Goorvitch / Judge

6 DATED: 03/02/2021

7
8 Hon. Stephen I. Goorvitch
9 Los Angeles Superior Court Judge

PROOF OF SERVICE
Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **February 3, 2021**, I served true copies originals of the following document(s):
PROPOSED ORDER GRANTING MOTION TO APPROVE SETTLEMENT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT AND ENTER FINAL JUDGMENT. I served the document(s) on the person(s) below as follows:

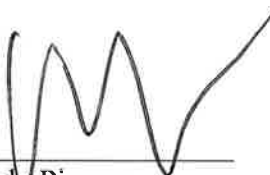
Bimali Walgampaya, Esq. Travis-Jang Busby, Esq. GORDON REES SCULLY MANSUKHANI, LLP 633 West Fifth Street, 52 nd Floor Los Angeles, CA 90071	Attorneys for Defendants ARDMORE HOME DESIGN, INC. Telephone: (949) 255-6959 Emails: bwalgampaya@grsm.com tjang-busby@grsm.com
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The document(s) were served by the following means:

By e-mail: Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address npierson@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received

(State): I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **February 3, 2021**, at Long Beach, California.



Nicole Pierson