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Sherri R. Carter, Executive Officer / Clerk of Court

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10 TIA BUNDLEY

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13
14 TIA BUNDLEY, as an “aggrieved
employee” under the Labor Code Private
15 Attorneys General Act of 2004,

16 Plaintiff,

17 vs.

18 VANDERLANDE INDUSTRIES INC., a
Delaware corporation; and DOES 1–50,
19 inclusive,

20 Defendants.

Case No. 20STCV37685
[Assigned for All Purposes to the Honorable
Michael P. Linfield of Department 34]

REPRESENTATIVE PRIVATE
ATTORNEY GENERAL ACTION

[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND JUDGMENT

Hearing Information

Date: September 30, 2021
Time: 8:30 a.m.
Department: 34
Judge: Hon. Michael P.
Linfield
Reservation ID: 052061870453

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

2 The Second Motion for Approval of PAGA Settlement came before the Court, the
3 Honorable Michael P. Linfield presiding, on September 30, 2021. The Court having considered
4 the papers and arguments submitted in support of the Motion, HEREBY ORDERS THE
5 FOLLOWING:

6 1. All terms used herein shall have the same meaning as defined in the Settlement
7 Agreement and Release (the “Settlement”), a copy of which is attached hereto as Exhibit 1.

8 2. Pursuant to the California Labor Code Private Attorneys General Act (“PAGA”),
9 Cal. Lab. Code §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency (“LWDA”)
10 has been given notice of the Settlement. In particular, on the date Plaintiff filed the motion seeking
11 approval of the Settlement with the Court, Plaintiff submitted to the LWDA a Notice of Settlement
12 enclosing a copy of the Settlement. Plaintiff’s Notice of Settlement to the LWDA complied with
13 the requirements of PAGA.

14 3. The Court confirms approval of the Settlement as to the following group of
15 individuals, collectively referred to as the “Aggrieved Employees”: All persons employed by
16 Vanderlande Industries Inc. (“Vanderlande” or “Defendant”) in the State of California in non-
17 exempt positions from September 27, 2018 to the date of this Judgment.

18 4. The Court has jurisdiction over the subject matter of this litigation, over all
19 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
20 under the Settlement.

21 5. The Settlement is approved under Cal. Lab. Code § 2699(1)(2).

22 6. The Notice of PAGA Settlement and Release of Claims, attached hereto as Exhibit
23 2 fairly and adequately describes the Action, the approved Settlement, and is the best notice
24 practicable under the circumstances.

25 7. The Court approves the following release of claims:
26 Plaintiff, individually and as the representative acting as a proxy or agent of
27 the LWDA, a State of California Executive Branch Agency, in this Action,
28

1 agrees to release Defendant, its affiliates, subsidiaries, owners, members,
2 partners, officers, directors, predecessors, successors, assigns, agents,
3 shareholders, investors, insurers and legal representatives (“Released
4 Parties”) for penalties under the California Private Attorneys’ General Act
5 predicated on the violation of Labor Code §§ 201, 202, 203, 204, 226(a),
6 226.7, 510, 512, 1194, 1197, and 1198 and Industrial Welfare Commission
7 Order 9-2001 based on the facts as alleged in the proposed Complaint
8 attached as Exhibit A that accrued at any time between September 27, 2018
9 to the date of this Judgment (“Released Claims”).

10 The express purpose of the Settlement and this Judgment to be entered by
11 the Court following approval of this settlement is to forever bar Plaintiff,
12 the LWDA, and any other individual or entity acting on behalf of or
13 purporting to act on behalf of the LWDA (including all Aggrieved
14 Employees) from asserting any of the Released Claims in any future
15 litigation. It is the intent of the Parties that, to the greatest extent provided
16 by law, including under the holding of *Arias v. Superior Court*, 46 Cal. 4th
17 969, 986 (2009), the ability of Plaintiff, the State of California or any
18 Aggrieved Employee to bring a PAGA claim on behalf of the LWDA is
19 completely and forever foreclosed. Any Party to the Settlement may use the
20 Settlement to assert that the Settlement and the Judgment bars any later-
21 filed action asserting any of the Released Claims against any of the Released
22 Parties at any time between September 27, 2018 to the date of this
23 Judgment.

24 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
25 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
26 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
27 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR
28 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

8. The Gross Settlement Amount, Net Settlement Amount, and the methodology used
to calculate each Aggrieved Employee Settlement Award, in accordance with the Settlement is
approved under Cal. Lab. Code § 2699(1)(2).

9. The Court authorizes the Settlement Administrator to calculate and pay the
Aggrieved Employee Settlement Awards, in accordance with the terms of the Settlement.

10. The Court awards Phoenix Administration, Inc., the Settlement Administrator, in
this Action its fees and costs in the amount of \$2,500.00 to be paid from the Gross Settlement
Amount.

1 11. The Court awards Plaintiff Tia Bundley a five thousand dollar (\$5,000) incentive
2 award to be paid from Gross Settlement Amount.

3 12. The Court approves the allocations and payment of Two Hundred Seventy-Five
4 Thousand Dollars (\$275,000.00) for the compromise of claims brought under PAGA, to be paid
5 in accordance with the terms of the Settlement.

6 13. Under the terms of the Settlement, 75% of the Net Settlement Amount will be paid
7 to the State of California Labor Workforce Development Agency (“LWDA Payment”); the
8 remaining amount of the Net Settlement Amount shall be distributed to the Aggrieved Employees
9 in accordance with the terms of the Settlement.

10 14. Checks for Aggrieved Employee Settlement Awards sent to Aggrieved Employees
11 shall be valid for 180 days after issuance. Funds remaining from any checks for any Aggrieved
12 Employee Settlement Awards uncashed after 180 days will be disbursed to the California State
13 Controllers’ Office Unclaimed Property Fund.

14 15. The Court approves reasonable attorneys’ fees in the amount of \$91,666.67 to
15 Plaintiff’s counsel in the Action.

16 16. The Court approves reasonable costs in the amount of \$5,780.59 to Plaintiff’s
17 counsel in the Action.

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

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

24 19. If anything in this Judgment conflicts with the terms of the Court's approval of the
25 settlement pursuant to the Court’s September 30, 2021 Minute Order, a copy of which is attached
26 hereto as Exhibit 2, the Court's approval of the Settlement shall govern.
27
28

1 20. Plaintiff is directed to submit a copy of this Judgment to the LWDA within 10
2 days of the date of this Order.

3 21. This Action is hereby DISMISSED WITH PREJUDICE.
4

5 **IT IS SO ORDERED.**



A handwritten signature in black ink, appearing to read "Michael P. Linfield".

7 Dated: ~~FFBI~~ ~~DECF~~ _____

8 HON. MICHAEL P. LINFIELD, Judge
9 Los Angeles Superior Court Judge
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PROOF OF SERVICE

State of California,
County of Los Angeles

1. I am a citizen of the United States and am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to the within action. My business address is 3620 Pacific Coast Highway, Suite 200, Torrance, CA 90505.

2. I am familiar with the practice of Bhatia Law Firm, PC for collection and processing of correspondence for mailing with the United States Postal Service. It is the practice that correspondence is deposited with the United States Postal Service the same day it is submitted for mailing.

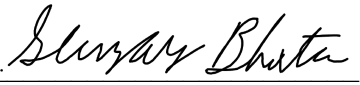
3. On November 02, 2021, I served the foregoing document(s) described as **[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT AND JUDGMENT** on interested parties by placing a true and correct copy thereof enclosed in a sealed envelope, with postage fully prepaid, addressed as follows:

Adam Fiss
Rachael Lavi
Littler Mendelson, P.C.
2049 Century Park East, 5th Floor
Los Angeles, CA 90067
AFiss@littler.com
RLavi@littler.com

XXXX (BY ELECTRONIC MAIL) I caused the above document(s) to be electronically mailed to the addressee(s) as listed above.

XXXX (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct to the best of my knowledge.

EXECUTED on November 02, 2021 at Torrance, California.



Sunjay Bhatia
Declarant

EXHIBIT “1”

EXHIBIT “1”

AMENDED SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is made and entered into by and between Tia Bundley ("Bundley" or "Plaintiff") and Vanderlande Industries Inc. ("Vanderlande" or "Defendant"). Bundley and Vanderlande shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Plaintiff was formerly employed by Defendant.
- B. On or about September 27, 2019, Plaintiff transmitted a letter to the California Labor and Workforce Development Agency asserting that Defendant failed to comply with various provisions of the California *Labor Code* (the "PAGA Notice"). Plaintiff seeks penalties pursuant to the California Private Attorney General Act ("PAGA") as set forth in California *Labor Code* §2698 *et. seq.*, on behalf of all non-exempt employees in California of Vanderlande ("PAGA Claim Employees") for asserted violations of California *Labor Code* §§201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1197, and 1198 and Industrial Welfare Commission Order 9-2001-2001 (the "Representative PAGA Claims"). Plaintiff also seeks an award of reasonable attorneys' fees and costs as permitted by the PAGA, Labor Code § 2699. No action has been filed in court as of the date of this agreement. Plaintiff's proposed Complaint for Civil Penalties ("Complaint") is attached hereto as **Exhibit A** (the PAGA Notice and Complaint will hereinafter be referred to jointly as the "Action").
- C. After engaging in an informal discovery process whereby Defendant provided relevant documents and information to Plaintiff, the Parties agreed to toll Plaintiff's claims and attend a private mediation with third party neutral mediator.
- D. On September 1, 2020, the Parties attended a full day mediation session with experienced wage and hour mediator, Kelly Knight, Esq., of Judicate West. After extensive arms-length negotiations, the Parties reached a settlement of the Representative PAGA Claims as further detailed in this Agreement, which the Parties will seek approval of with the Los Angeles County Superior Court by means of a Motion for Approval of PAGA Settlement (the "Motion").
- E. The Parties acknowledge that there is a bona fide dispute as to the merits of Plaintiff's claims. The Parties further desire to compromise, settle and release any and all PAGA claims predicated on the alleged Labor Code violations to Plaintiff individually and all allegedly aggrieved employees as set forth in the Action.
- F. The Parties believe and agree that the PAGA Settlement herein provides for a fair, adequate, and reasonable resolution of the PAGA claims, and have arrived at the settlement in extensive, arms-length negotiations, taking into account all relevant factors, present and potential.
- G. By this Agreement, the Parties have settled, fully and finally, all PAGA claims that Bundley has or might have against Vanderlande, up to and including the date of execution hereof, including but not limited to those claims which could be asserted in any lawsuit, or any

administrative, civil, or governmental proceeding and any claims that could be asserted by the PAGA Claim Employees related to the Representative PAGA Claims.

NOW, THEREFORE, in consideration of the terms, conditions, and promises set forth herein, the Parties agree as follows:

TERMS AND SETTLEMENT

1. **No Admission of Liability.** This Agreement memorializes the compromise of disputed claims. The Parties acknowledge that the execution of this Agreement and the payment of consideration or any other obligation hereunder are not and shall not be construed in any way as an admission of wrongdoing or liability on the part of Vanderlande, or any other person or business entity. Vanderlande denies all allegations of wrongdoing arising out of the employment relationship between the Parties including the PAGA Claim Employees. The Parties intend, by this Agreement, merely to avoid the expense, delay, uncertainty, and burden of continued litigation.

2. **Consideration by Vanderlande.** In exchange for a full and complete settlement and in release and discharge of any and all claims, and causes of action, including those contained in the proposed Complaint attached hereto as **Exhibit A**, with respect to Plaintiff and the PAGA Claim Employees, or those that arise out of or could have been contained in the Representative PAGA Claims, including claims for attorney's fees and costs, that Bundley may have, or has ever had, against Defendant, Defendant will pay the gross amount of Two Hundred Seventy Five Thousand Dollars and Zero Cents (\$275,000.00) (the "Gross Settlement Amount"). In no way will the amount Vanderlande is to pay as part of this Agreement exceed the total sum of \$275,000. Defendant shall not be required to pay more than the Gross Settlement Amount to obtain the relief provided in this Agreement or to fully and finally settle and resolve the PAGA Claims. Defendant has agreed, however, to pay additional amounts to Plaintiff for the settlement/release of her individual claims and non-PAGA claims pursuant to the terms of a Confidential Settlement Agreement. Defendant shall wire the Gross Settlement Amount to the Settlement Administrator pursuant to the timing listed below in Section 3. Upon the Settlement Administrator's receipt of the funds, the Settlement Administrator will then disburse payment pursuant to the timing listed below in Section 3, and according to the terms of this Agreement as follows:

2.1 One check payable to Tia Bundley in the gross amount of Five Thousand Dollars (\$5,000.00). The Parties intend this amount to represent compensation for Plaintiff as the PAGA representative on behalf of the PAGA Claim Employees and for any other claims Bundley has or may have against Defendant. The Settlement Administrator will issue an IRS form 1099 to Plaintiff regarding this payment. This is not a material term of this Agreement, and any denial or modification by a Court of this term will not invalidate the rest of this Agreement. Any reduced amounts will be added to the portion of the settlement to be paid to the LWDA and the PAGA Claim Employees under paragraph 2.4 of this Agreement.

2.2 One-third (1/3) of the Gross Settlement Amount for attorneys' fees to Plaintiff's counsel, or Ninety One Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$91,666.66) and actual costs of up to Ten Thousand Dollars (\$10,000.00) for Plaintiff's counsel's costs. The Settlement Administrator shall issue appropriate IRS form 1099s to Plaintiff's counsel. This is not a material term of this Agreement, and any denial or modification by a Court of this term will not invalidate the rest of this Agreement. Any

reduced amounts will be added to the portion of the settlement to be paid to the LWDA and the PAGA Claim Employees under paragraph 2.4 of this Agreement.

2.3 Actual administration costs, currently estimated as Two Thousand Five Hundred Dollars (\$2,500.00) shall be paid to the Settlement Administrator, Phoenix Settlement Administrators, from the Gross Settlement Amount, which will cover all costs of distribution, including: (a) reporting payment of the individual settlement payments to all required taxing and other authorities, take appropriate withholdings, and issue IRS Forms 1099; (b) translating, if necessary, any notices provided to the PAGA Claim Employees; (c) establishing a Qualified Settlement Fund ("QSF") for the purpose of administering the Settlement; and (d) all of the costs, fees, and expenses, incurred in performing the above listed functions and those contemplated in Section 3.

2.4 The remaining balance after deducting the amount being paid to Plaintiff, attorneys' fees and costs, and the Settlement Administrator's Fees is estimated to be no less than One Hundred Sixty Five Thousand Five Hundred Eighty Three Dollars and Thirty Three Cents (\$165,833.33) (the "Net Settlement Amount"), which shall be distributed as follows:

a. Seventy Five Percent (75%) of the Net Settlement Amount, or no less than One Hundred Twenty Four Thousand Three Hundred Seventy Five Dollars and Zero Cents (\$124,375.00) shall be paid to the California Labor and Workforce Development Agency ("LWDA") which represents civil penalties payable to the LWDA under the Labor Code Private Attorneys General Act ("PAGA"), Labor code section 2698, *et seq.*

b. Twenty Five Percent (25%) of the Net Settlement Amount, or no less than Forty One Thousand Four Hundred Fifty Eight Dollars and Thirty Three Cents (\$41,458.33) (the "PAGA Claim Employee Amount") shall be paid to the PAGA Claim Employees which represents civil penalties and underpaid wages payable to the PAGA Claim Employees as compensation for disputed civil penalties that are allegedly owed on the Representative PAGA Claims for the period from September 27, 2018 to the date of approval of this Agreement by the Court as to all alleged PAGA Claim Employees described in the Lawsuit, which amounts shall be distributed by a Settlement Administrator agreed upon by the Parties pursuant to the formula set out in paragraph 2.5 below.

2.5 The formula for distribution of the amount described in Section 2.4(b) is as follows: Each PAGA Claim Employee shall be allocated a proportionate share of the PAGA Claim Employee Amount based on the Defendant's data regarding the number of Qualifying Wage Statements he/she received while employed as an PAGA Claim Employee during the relevant time period set forth in Section 2.4(b). To perform this function, "Qualifying Wage Statements" are to be identified and tabulated by assigning a value of "1 wage statement" to each wage statement during which the individual was employed by Defendant in a non-exempt position in California from September 27, 2018 to the date of approval of this Agreement (the "Settlement Period"). After calculating the Qualifying Wage Statements for each individual PAGA Claim Employee, the Settlement Administrator shall then compute the sum total of all Qualifying Wage Statements

combined to arrive at an "aggregate total of all Qualifying Wage Statements worked by all PAGA Claim Employees." After calculating the "aggregate total of all Qualifying Wage Statements worked by all PAGA Claim Employees," the amount payable per-wage statement will then be calculated by dividing the amount specified in Section 2.4(b) by the "aggregate total of all Qualifying Wage Statements issued to all PAGA Claim Employees." The amount payable per-wage statement will then be multiplied by the number of Qualifying Wage Statements worked by the individual PAGA Claim Employee. This figure will be known as the "PAGA Claim Employee Settlement Award" (defined herein as "the amount of money allocated to each PAGA Claim Employee").

3. **PAGA Settlement Administration.** The Parties have agreed to selecting Phoenix Settlement Administrators as the Settlement Administrator to administer the Settlement. All of the Settlement Administrator's costs and fees shall be paid from the Gross Settlement Amount.

3.1 Within forty five (45) calendar days after the Effective Date of this Agreement, Defendant shall provide to the Settlement Administrator a spreadsheet, in a searchable electronic format, which contains the following for each individual falling within the definition of PAGA Claim Employee for the entire Settlement Period: (i) each PAGA Claim Employee's name, (ii) last known address, (iii) last known telephone number (if available), (iv) social security number, and (v) the number of Wage Statements during the Settlement Period (the "PAGA Claim Employee List"). The PAGA Claim Employee List shall be held as private and confidential information, and shall not be shared with Plaintiff's counsel or any third party by the Settlement Administrator without the express written consent of Defendant's counsel of record and/or court order. The Settlement Administrator shall conduct one National Change of Address ("NCOA") search for all PAGA Claim Employees identified on the PAGA Claim Employees List.

3.2 Within forty five (45) calendar days after the Effective Date, Defendant shall transfer the Gross Settlement Amount to the Settlement Administrator to affect disbursement of the Gross Settlement Amount.

3.3 Within fourteen (14) calendar days of transfer of the Gross Settlement Amount, the Settlement Administrator shall distribute such funds under the allocation plan set forth in Section 2.5 above. All Settlement checks sent to the PAGA Claim Employees shall be accompanied with a Notice, attached hereto as **Exhibit B**, which shall provide a brief description of the Complaint and this Settlement. The back of each check issued shall also state, "By cashing this check, I am only releasing claims for civil penalties under the Labor Code Private Attorneys General Act of 2004 and am not releasing any other claims I may have against Vanderlande Industries Inc."

3.4 As the Representative PAGA Claims is not a class action, the Parties agree that California Code of Civil Procedure section 384 shall not be applicable. Any checks uncashed after 6 months will escheat to the LWDA. The Settlement Administrator shall be responsible for administration of all unclaimed funds, including any and all reporting requirements proscribed by California law.

3.5 Within Twenty (20) calendar days of distributing the Gross Settlement Amount and the Settlement Balance, the Settlement Administrator shall provide to the Parties, for filing with the Court by Plaintiff, a declaration verifying, under oath, that the Settlement Administrator has affected disbursement of the Gross Settlement Amount pursuant to the terms of this Agreement.

3.6 All notices, requests, demands and other communications required or permitted to be given pursuant to this Settlement shall be in writing and shall be delivered personally or mailed, postage prepaid, by first-class mail, to counsel of record at their respective addresses.

4. **Court Approval, Dismissal, and Judgment.** Plaintiff's Counsel shall file a motion with the Court to enter the Order Approving Settlement and entering Judgment thereon. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be prepared or filed in order to obtain approval of this Agreement. The Court's approval of this Agreement shall be embodied in a written Order. The Parties shall also jointly request and reserve the Court's continuing jurisdiction over the construction, interpretation, implementation, and enforcement of this Settlement in accordance with its terms, and over the administration and distribution of the settlement proceeds pursuant to California Code of Civil Procedure section 664.6.

4.1 If the Court should for any reason fail to approve this Agreement, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

4.2 Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. Material terms of this Agreement include: the definition of PAGA Claim Employees (Recital B); the definition of Effective Date (Section 8); the definition of Settlement Period (Section 2.5); the definition of Released Claims (Section 6); the definition of Released Parties (Section 6); the definition of Gross Settlement Sum (Section 2); the requirement for entry of an order by the Court approving this Agreement and entering PAGA Judgment as contemplated in Section 4. The following terms are not material to this Agreement: the allocation of fees and costs to Plaintiff's counsel under Section 2.2; the amount of the Settlement Administration fee (Section 2.3); the amount paid to Plaintiff for her service under section 2.2.

5. **Taxes.** Bundley understands and acknowledges that Vanderlande will not deduct any taxes or other withholdings from the Consideration described in Section 2.1 above and that she is fully responsible for all taxes, if any, to the Internal Revenue Service, California Franchise Tax Board, or other taxing authorities, pertaining to any payments received under this Agreement. Bundley will receive an IRS Form 1099 for said sums. Plaintiff and each PAGA Claim Employee bear full responsibility for the payment of any taxes or withholdings arising from the PAGA Claim Employee Settlement Awards or enhancement payments paid to them. Neither Plaintiff's Counsel nor counsel for Defendant intend anything contained herein to constitute

advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as such. The tax issues for each PAGA Claim Employee are unique, and each PAGA Claim Employee is advised to obtain tax advice from his or her own advisor with respect to any payments resulting from this Settlement.

6. **Release by Plaintiff on Behalf of the LWDA.** Upon the approval by the Court of this Agreement, Plaintiff, individually and as the representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, in this Action, agrees to release Defendant, its affiliates, subsidiaries, owners, members, partners, officers, directors, predecessors, successors, assigns, agents, shareholders, investors, insurers and legal representatives ("Released Parties") for penalties under the California Private Attorneys' General Act predicated on the violation of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1197, and 1198 and Industrial Welfare Commission Order 9-2001 based on the facts as alleged in the proposed Complaint attached as Exhibit A that accrued at any time between September 27, 2018 to the date of approval of this Agreement ("Released Claims"). The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all PAGA Claim Employees) from asserting any of the Released Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009), the ability of Plaintiff, the State of California or any PAGA Claim Employee to bring a PAGA claim on behalf of the LWDA is completely and forever foreclosed. Any Party to this Agreement may use the Agreement to assert that this settlement and the judgment to be entered by the Court following approval by this settlement bars any later-filed action asserting any of the Released Claims against any of the Released Parties at any time between September 27, 2018 to the date of approval of this Agreement.

The PAGA Claim Employees waive any rights provided by California Civil Code Section 1542 as to the Released Claims only, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

7. **Bundley's Individual Release of Unknown Claims.** For the purpose of implementing a full and complete release and discharge, Bundley expressly acknowledges that the releases given in the Agreement are intended to include in their effect, without limitation, that with respect to the Released Claims, all claims that she did not know or suspect at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under this Agreement is also for the release of those claims and contemplates the extinguishment of any such claims. In furtherance of this Agreement, Bundley waives any rights provided by California Civil Code Section 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

8. **Effective Date.** The "Effective Date" of this Agreement is the date this Agreement is approved as provided herein and the Court's order granting Settlement Approval and entry of Final Judgment becomes final and is no longer appealable. For purposes of this Agreement, "becomes final and is no longer appealable" shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order and judgment approving this Agreement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Agreement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Agreement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Agreement is affirmed.
9. **LWDA Notice.** Pursuant to California Labor Code section 2699(1), Plaintiff will provide a copy of this Agreement to the LWDA concurrently with the filing of the motion for settlement approval. Plaintiff will also file a declaration in support of their Motion for Settlement Approval confirming that they have submitted the Agreement to the LWDA in compliance with Labor Code section 2699(1). In addition, Plaintiff shall submit to the LWDA a copy of the Court's judgment and order approving the Agreement within ten (10) days after entry of the judgment or Order.
10. **Successors.** This Agreement shall be binding upon, and inure to the benefit of, the Parties, and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all of the Releasees, and to their heirs, representatives, executors, administrators, successors, and assignees.
11. **Breach by Parties.** In addition to any other rights the Parties have or may have under this Agreement, in the event of a breach by either party of any of the terms of this Agreement, the non-breaching Party shall be entitled, if it shall so elect, to institute legal proceedings to obtain damages for any such breach, or to enforce the specific performance of this Agreement by either party and to enjoin the other party from any further violation of this Agreement and to exercise such remedies cumulatively or in conjunction with all other rights and remedies provided by law. The Parties acknowledge, however, that the remedies at law for any breach by either party may be inadequate and that the non-breaching party shall be entitled to injunctive relief against the breaching party in the event of any breach. If the non-breaching party prevails in a proceeding for damages or injunctive relief, the breaching party agrees that the non-breaching party, in addition to other relief, shall be entitled to reasonable attorney fees, costs, and the expenses of litigation incurred by the non-breaching party in securing the relief granted by the Court.
12. **No Attorneys' Fees and Costs.** Except as otherwise set forth in this Agreement, the Parties agree that they shall bear their own respective costs and fees, including attorneys' fees, in connection with the negotiation and execution of this Agreement.

13. **Agreement is Voluntary.** Bundley understands and agrees that she: Has had a reasonable amount of time within which to consider the settlement terms memorialized in this Agreement before agreeing to them:
 - 13.2 Has carefully read and fully understands all of the provisions of this Agreement;
 - 13.3 Is, through this Agreement, releasing any and all claims she may have against any Releasees;
 - 13.4 Knowingly and voluntarily agrees to all of the terms set forth in this Agreement;
 - 13.5 Knowingly and voluntarily intends to be legally bound by the same; and
 - 13.6 Was represented by and consulted an attorney prior to agreeing to the terms of this Agreement.
14. **No Representations.** The Parties acknowledge that, except as expressly set forth herein, no representation of any kind or character has been made to induce the execution of this Agreement.
15. **Ownership of Claims.** The Parties represent that they have not transferred or assigned, or purported to transfer or assign, to any person or entity, any claim described in this Agreement. The Parties further agree to indemnify and hold harmless one another, and all of their present partners, officers, directors, employees against any and all claims based upon, arising out of, or in any way connected with any such actual or purported transfer or assignment.
16. **Severability.** Should any provision in this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement, and all remaining provisions shall remain valid and enforceable.
17. **Integration.** This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings between the Parties pertaining to the subject matter of this Agreement. Any modifications in this Agreement must be in writing and signed by the Parties.
18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, signatures delivered via facsimile or electronic transmission shall have the same force, validity and effect as the originals thereof.
19. **Interpretation.** This Agreement, and any ambiguities or uncertainties herein, shall be equally and fairly interpreted, and construed, without reference to the identity of the Party drafting this document, upon the express understanding and agreement that the Parties participated equally in the negotiation and preparation of this Agreement, or have had equal opportunity to do so. Accordingly, the Parties, and each of them, expressly waive the benefits of California Civil Code section 1654, and any successor or amended statute.

20. **Governing Law and Venue.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, regardless of the conflicts of laws rules of any individual state. In addition, any action brought to enforce the provisions of this Agreement shall be commenced, prosecuted, and defended exclusively in the Superior Court of the State of California, County of Alameda.

21. **Captions And Headings.** The section headings, captions, and titles used in this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES THE RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Dated: 7/13/2021



Tia Bundley

Vanderlande Industries Inc.

Dated:

By:
Its:

20. **Governing Law and Venue.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, regardless of the conflicts of laws rules of any individual state. In addition, any action brought to enforce the provisions of this Agreement shall be commenced, prosecuted, and defended exclusively in the Superior Court of the State of California, County of Alameda.

21. **Captions And Headings.** The section headings, captions, and titles used in this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES THE RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Dated:

Tia Bundley

Vanderlande Industries Inc.

Dated:



Bart Witteveen [01/14/2021 19:19 GMT+2]

By: Bart Witteveen

Its: VP finance

EXHIBIT “2”

EXHIBIT “2”

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 34

20STCV37685

September 30, 2021

**TIA BUNDLEY, AS AN AGGRIEVED EMPLOYEE UNDER
THE LABOR CODE PRIVATE ATTORNEYS GENERAL
ACT OF 2004 vs VANDERLANDE INDUSTRIES INC., A
DELAWARE CORPORATION**

8:30 AM

Judge: Honorable Michael P. Linfield
Judicial Assistant: Reyna Navarro
Courtroom Assistant: Vanessa Galindo

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Louis Benowitz (Telephonic) via LACourtConnect

For Defendant(s): No Appearances

Other Appearance Notes: Rachael Lavi for Defendant(s) via LACourtConnect (Telephonic)

NATURE OF PROCEEDINGS: Hearing on Motion to Confirm Settlement

The Court's tentative ruling is provided to all sides via the Court's website.

The matter is called for hearing.

The Court's tentative ruling is adopted as the Order of the Court as follows:

Case Number: 20STCV37685 Hearing Date: September 30, 2021 Dept: 34
SUBJECT: Second Motion for Approval of PAGA Settlement

Moving Party: Plaintiff Tia Bundley

Resp. Party: None

Plaintiff's motion for approval of PAGA settlement is GRANTED.

BACKGROUND:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

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Courtroom Assistant: Vanessa Galindo

CSR: None
ERM: None
Deputy Sheriff: None

“This is a representative private attorney general action for civil penalties against Defendants Vanderlande Industries Inc. . . . for violations of the Labor Code and Industrial Welfare Commission Order 9-2001-2001 (hereafter, the ‘Wage Order’).” (Complaint, ¶ 1.) Plaintiff alleges that “Defendants have violated the rights of Plaintiff and the Aggrieved Employees by, among other things: (1) failing to pay them minimum wages; (2) failing to pay them overtime wages; (3) failing to provide them with legally required meal periods; (4) failing to provide them with legally required rest periods (6) failing to timely pay them earned wages during employment and/or after separations of employment; and/or (7) failing to provide them with accurate written wage statements.” (Ibid.)

On June 8, 2020, Plaintiff Tia Bundley, as an “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, commenced this action against Defendant Vanderlande Industries Inc. for (1) civil penalties (Labor Code section 2698, et seq.).

On February 10, 2021, at a case management conference, Plaintiff’s counsel indicated to the Court that the case has settled.

On April 5, 2021, the Court denied Plaintiff’s motion for approval of PAGA settlement without prejudice.

On July 15, 2021, Plaintiff filed the instant second motion for approval of PAGA settlement.

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CSR: None
ERM: None
Deputy Sheriff: None

On September 9, 2021, the Court denied without prejudice the motion for approval of the PAGA settlement, and requested further briefing on certain specific issues

On September 16, 2021, the Court received the requested briefing.

ANALYSIS:

I. Motion for Approval of PAGA Settlement

A. Legal Standard

1. The PAGA

The PAGA is “a procedural statute allowing an aggrieved employee to recover civil penalties—for Labor Code violations—that otherwise would be sought by state labor law enforcement agencies.” (Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court (2009) 46 Cal.4th 993, 1003.) The statute provides a mechanism for private enforcement of Labor Code violations for the public benefit. (See Arias v. Superior Court (2009) 46 Cal.4th 969, 986; Ochoa-Hernandez v. Cjaders Foods, Inc. (N.D.Cal. 2010) 2010 WL 1340777, at p. *4.)

To incentivize employees to bring PAGA actions, the statute provides aggrieved employees 25

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CSR: None
ERM: None
Deputy Sheriff: None

percent of the recovered civil penalties. (Lab. Code, § 2699, subd. (i).) The remaining 75 percent is distributed to the Labor and Workforce Development Agency (“LWDA”) “for enforcement of labor laws and education of employers and employees about their rights and responsibilities under [the Labor Code].” (Ibid.)

2. Settlement Generally

In reviewing the terms of a settlement agreement, the court determines whether the settlement is fair, reasonable, and adequate to all concerned, and not the product of fraud, collusion, or overreaching. (Reed v. United Teachers Los Angeles (2012) 208 Cal.App.4th 322, 337; Nordstrom Commission Cases (2010) 186 Cal.App.4th 576, 581.) Although a PAGA plaintiff need not satisfy class action requirements (see Arias v. Superior Court (2009) 46 Cal.4th 969, 975), general principles applicable to class action settlements apply equally in this context. In the context of a class action settlement, the court considers various factors including whether (1) the settlement is the result of arm’s length bargaining, (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently, (3) counsel is experienced in similar litigation, and (4) the percentage of objectors is small. (Nordstrom, at p. 581; Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 245.) In considering the amount of settlement, the court is mindful that compromise is inherent and necessary in the settlement process. (Wershba, at p. 250.)

B. Discussion

Plaintiff moves “for an order approving the Settlement and Release of Claims (the ‘Settlement’) and entering the [Proposed] Order Granting Approval of PAGA Settlement and Judgment.” (Notice of Motion, p. 1:4-7.) Plaintiff asserts that “the Settlement under the Labor Code Private Attorneys General Act of 2004, Labor Code [section] 2698 et seq. (‘PAGA’) is on behalf of

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Courtroom Assistant: Vanessa Galindo

CSR: None
ERM: None
Deputy Sheriff: None

Plaintiff and other non-exempt employees in California (collectively with Plaintiff, ‘the Aggrieved Employees’) of Vanderlande Industries Inc. (‘Defendant’ or ‘Vanderlande’) who worked for Defendant in California during the period from September 27, 2018 to the date the [Proposed] Order Granting Approval of PAGA Settlement and Judgment is entered (the ‘Settlement Period’).” (Id. at p. 1:8-12.)

Plaintiff argues that the Court should approve the Settlement because “the Settlement reflects a fair, adequate, and reasonable compromise of all disputed PAGA claims in view of Defendant’s potential liability exposure compared to the risks of continued litigation.” (Id. at p. 1:13-15.)

1. Proof of Service on the LWDA

A proposed PAGA settlement must be submitted to the LWDA at the same time that it is submitted to the court for review and approval. (Lab. Code, § 2699, subd. (1)(2).)

Plaintiff asserts that the proposed settlement was submitted to the LWDA on or around July 15, 2021. (MPA, p. 2:18-19.) Plaintiff’s counsel provides a copy of the confirmation from the LWDA that it received a copy of the proposed settlement on July 15, 2021. (Benowitz Decl., Ex. 2.)

Plaintiff sufficiently demonstrates that the proposed PAGA settlement was sent to the LWDA. (Lab. Code, § 2699, subd. (1)(2).)

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CSR: None
ERM: None
Deputy Sheriff: None

2. Terms of the PAGA Settlement

The settlement provides for Defendant to pay a total amount of \$275,000.00, which “will be divided among administration costs, litigation costs, attorney’s fees, non-wage civil penalties, the Labor and Workforce Development Agency, and a payment to settle all individual claims with Plaintiff (Plaintiff’s incentive payment).” (MPA, pp. 2:27-3:3.) In particular, the Settlement amount will be divided as follows:

- Up to \$2,500.00 in administrative costs to Phoenix Settlement Administrators to administer the settlement;
- Up to 10,000.00 in litigation costs to Smith & Benowitz and Bhatia Law Firm, PC;
- Up to \$91,666.67 in attorney’s fees to Smith & Benowitz and Bhatia Law Firm, PC; and
- Up to \$5,000.00 as an incentive payment. (Id. at p. 3:6-12.)

Plaintiff asserts that the remaining portion after these deductions (“Net Settlement Amount”) is \$165,583.33 and is divided as follows:

- No less than \$124,375.00 to the LWDA (75% of the Net Settlement Amount); and

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CSR: None
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· No less than \$41,458.33 to be divided between the Aggrieved Employees. (Id at p. 3:13-18.)

Plaintiff explains that “each Aggrieved Employee will receive a portion of the non-wage civil penalties on a pro-rata basis depending on the number of Qualifying Wage Statements Defendant issued them during the Settlement Period.” (Id. at p. 3:3-5.)

Plaintiff also explains that “the Settlement contains the following release of claims by Plaintiff on behalf of the LWDA:

Upon the approval by the Court of this Agreement, Plaintiff, individually and as the representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, in this Action, agrees to release Defendant, its affiliates, subsidiaries, owners, members, partners, officers, directors, predecessors, successors, assigns, agents, shareholders, investors, insurers and legal representatives (‘Released Parties’) for penalties under the California Private Attorneys’ General Act predicated on the violation of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1197, and 1198 and Industrial Welfare Commission Order 9-2001 based on the facts as alleged in the proposed Complaint attached as Exhibit A that accrued at any time between September 27, 2018 to the date of approval of this Agreement (‘Released Claims’).

The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the Released Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v.*

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CSR: None
ERM: None
Deputy Sheriff: None

Superior Court, 46 Cal. 4th 969, 986 (2009), the ability of Plaintiff, the State of California or any Aggrieved Employee to bring a PAGA claim on behalf of the LWDA is completely and forever foreclosed. Any Party to this Agreement may use the Agreement to assert that this settlement and the judgment to be entered by the Court following approval by this settlement bars any later-filed action asserting any of the Released Claims against any of the Released Parties at any time between September 27, 2018 to the date of approval of this Agreement.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.” (Id. at pp. 3:20-4:13.)

Plaintiff explains that “the back of the check that each Aggrieved Employee will sign states, ‘By cashing this check, I am only releasing claims for civil penalties under the Labor Code Private Attorneys General Act of 2004 and am not releasing any other claims I may have against Vanderlande Industries Inc.’” (Id. at p. 4:14-17.)

The Settlement also provides that “Plaintiff will be releasing all known and unknown claims with a waiver of the protections of Civil Code § 1542.” (Id. at p. 4:17-18.)

3. Analysis of the Civil Penalties

Plaintiff explains that “after exchanging informal discovery, including Plaintiff’s personnel records, Defendant’s wage and hour policies, and information concerning the number of alleged

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CSR: None
ERM: None
Deputy Sheriff: None

Aggrieved Employees and paychecks issued to them, Plaintiff and Defendant participated in a mediation with Kelly Knight of Judicate West on September 1, 2020.” (MPA, p. 2:3-7.) Plaintiff asserts that “through that mediation, which was conducted at arm’s length, Plaintiff and Defendant agreed to the core terms of the Settlement.” (Id. at p. 2:7-8.) Plaintiff maintains that “before this mediation, Plaintiff’s counsel had never previously negotiated a settlement with Defendant’s counsel and had never used Mr. Knight as a mediator.” (Id. at p. 2:8-10.) Plaintiff argues that “Defendant vehemently denies liability to Plaintiff and the Aggrieved Employees, and has agreed to settle the Action for purposes of finality without admitting fault.” (Id. at p. 2:11-12.) Plaintiff contends that “based on these considerations, the Settlement resulted from arm’s length bargaining with no hint of collusion.” (Id. at p. 2:12-13.)

Plaintiff argues that “based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Agreement represent a reasonable and adequate settlement of strongly disputed claims and are in the best interests of Bundley, the Aggrieved Employees, the State of California, and Defendant in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues.” (Id. at pp. 5:28-6:4.) Plaintiff explains that “during informal discovery, Defendant provided Plaintiffs’ counsel with information regarding the employment of Plaintiff and the Aggrieved Employees during the Settlement Period.” (Id. at p. 6:7-9.) Plaintiff asserts that “each of the Aggrieved Employees experienced an unpaid wage violation each pay period as a result of alleged meal and rest period violations and related claims.” (Id. at p. 6:9-10.)

Plaintiff maintains that “under the civil penalty formulas applicable under PAGA, Plaintiff estimated that the maximum potential civil penalty award is approximately \$6.1 million for all Aggrieved Employees during the relevant time period.” (Id. at p. 6:17-18.) However, Plaintiff asserts that “it is highly unlikely that Plaintiff will receive the maximum estimated civil penalties amount.” (Id. at p. 6:19-20.) Plaintiff contends that “there is also substantial risk that the Court could reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff’s evidence of willful and intentional conduct.” (Id. at p. 7:14-15.)

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CSR: None
ERM: None
Deputy Sheriff: None

Plaintiff explains that “each Aggrieved Employee will receive a portion of the non-wage civil penalties on a pro-rata basis depending on the number of pay periods Defendant employed them for during the Settlement Period.” (MPA, p. 8:25-27.) Plaintiff argues that “because this method compensates Aggrieved Employees based on the extent of their potential injuries, in that Aggrieved Employees who worked for Defendant longer would have been subject to more alleged violations, it is fair, adequate, and reasonable.” (Id. at pp. 8:27-9:1.)

The Court finds that Plaintiff’s second motion, combined with the supplemental briefing received on September 16, 2021 adequately explains how the civil penalties were calculated and should be awarded.

The Court finds that the settlement is fair, adequate, and reasonable.

4. Reversion of Funds

Plaintiff asserts that “any checks not cashed within six months will escheat to the LWDA and will not revert to Defendant.” (MPA, p. 4:25-27.)

The Court agrees that these funds should revert to the State, and not to the employer.

5. Attorney Fees and Costs

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CSR: None
ERM: None
Deputy Sheriff: None

A prevailing employee is entitled to an award of reasonable attorney fees and costs incurred in the action. (Lab. Code § 2699, subd. (g)(1).)

Plaintiff seeks “\$91,666.67 in attorneys’ fees and up to \$5,780.59 in litigation expenses” which “will compensate Plaintiff’s counsel for all work performed to date including, without limitation: the initial investigation into Plaintiff’s claims, obtaining and reviewing Plaintiff’s personnel records, preparing a notice to the LWDA, obtaining and reviewing informal discovery from Defendant, preparing civil penalties calculations, preparing a detailed mediation brief, participating in a full day of mediation, finalizing a long-form settlement agreement, and facilitating the approval of the Settlement.” (MPA, p. 9:3-8.) Plaintiff asserts that her written retainer agreement with her counsel “provided that her counsel may elect to recover either (a) statutorily awarded attorney fees or (b) up to 40% of any recovery.” (Id. at p. 9:11-12.)

Plaintiff explains that the lodestar of her “counsel is approximately \$54,975.00, which results in an extremely modest multiplier of 1.67.” (Id. at p. 10:8-9.) Plaintiff asserts that “the approximate hours each attorney expended on this case are set forth in the table below:

Attorney.....	Rate.....	Hours..	Lodestar
Louis Benowitz...	\$600.00...	69.5..	\$41,700.00
Sunjay Bhatia.....	\$450.00..	29.5..	\$13,275.00

.” (Id. at p. 10:9-13.)

Plaintiff asserts that in view of her “counsels’ efforts and risks in pursuing this case, these

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CSR: None
ERM: None
Deputy Sheriff: None

amounts are well within the range of reasonableness and thus warrant this Court's approval." (Id. at p. 10:14-15.) First, the Court notes that Plaintiff's counsel neglected to sign his declaration in support of this motion. (See Benowitz Decl., p. 11:25-27.) Nonetheless, Plaintiff's counsel attests to his employment law and PAGA experience in his declaration. (Benowitz Decl., ¶¶ 1-11.) Plaintiff's counsel also declares that:

"I have expended approximately 69.5 hours in this litigation to date. The work I have performed includes, but is not limited to: Conducting the initial client intake with Plaintiff, assisting in the preparation of the notice to the LWDA, working with opposing counsel and co-counsel on the preparation of a tolling agreement, reviewing and analyzing Defendant's policy documents and payroll records, working extensively with co-counsel in preparing a confidential mediation brief, interviewing witnesses in connection with the mediation, preparing the penalty calculations for mediation, participating in a full day of mediation, participating extensively in the drafting and revision of the Settlement, drafting the original and second approval motions for the Settlement, and appearing at all hearings in the matter." (Id. at ¶ 33.)

Plaintiff's counsel asserts that at his "hourly rate \$600.00, which is reasonable based on my experience in similar matters, this results in a lodestar of \$41,700.00." (Ibid.) Plaintiff's counsel attaches the declaration of Counsel Sunjay Bhatia who declares that he spent 29.5 hours on this matter and that his firm incurred \$2,637.50 in costs. (See Benowitz Decl., ¶ 34, Ex. 5, ¶¶ 9-11.) In the supplemental briefing, Plaintiff's counsel provides evidence to support the granting of a 1.67 multiplier. The Court finds that such a multiplier is reasonable.

The Court finds that the attorneys' fees sought is reasonable.

6. Plaintiff's Settlement Payment

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CSR: None
ERM: None
Deputy Sheriff: None

Plaintiff argues that her “incentive payment of \$5,000 each is entirely reasonable given Plaintiff’s efforts in this case and the risks she undertook on behalf of the Aggrieved Employees.” (MPA, p. 9:16-17.) Plaintiff asserts that she “devoted many hours advancing the interests of the Aggrieved Employees” such as “retaining experienced counsel, providing them with information about her work history with Defendant, assisting in contacting absent Aggrieved Employees to gather information, participating in mediation, and being actively involved in the settlement process to ensure a fair result for the Aggrieved Employees as a whole.” (Id. at p. 9:17-22.)

The Court finds that Plaintiff’s settlement payment is reasonable for the release of her claims.

7. Notice of Release of Claims

Plaintiff provides a copy of the Notice of PAGA Settlement and Release of Claims that each aggrieved employee will receive. (Benowitz Decl., Ex. B.) Further, the amended settlement agreement provides that:

“The back of each check issued shall also state, ‘By cashing this check, I am only releasing claims for civil penalties under the Labor Code Private Attorneys General Act of 2004 and am not releasing any other claims I may have against Vanderlande Industries Inc.’” (Benowitz Decl., Ex. 1, § 3.3.)

The Court finds that the Notice of Release of Claims and notice that will be placed on the back

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CSR: None
ERM: None
Deputy Sheriff: None

of each check is sufficient because it clearly explains to the aggrieved employees whether they are giving up any rights by accepting the settlement proceeds by check.

8. Conclusion

The application to approve PAGA settlement is GRANTED. Plaintiff to prepare the judgment.

The Motion to Confirm Settlement filed by Tia Bundley on 07/15/2021 is Granted.

Plaintiff is to prepare a revised [Proposed] Judgment.

Non-Appearance Case Review re: Submission of Proposed Judgment is scheduled for 11/01/2021 at 11:00 AM in Department 34 at Stanley Mosk Courthouse.

Notice is waived.