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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER
MAY 03 2023
DAVID H. YAMASAKI, Clerk of the Court
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18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF ORANGE**

20 AARIS WATTS, an individual, on behalf of
the State of California,
21
22 Plaintiffs,
23 vs.
24 T.R.L. SYSTEMS, INCORPORATED, a
California Corporation, and DOES 1 through
50, Inclusive;
25 Defendants.

Case No. 30-2019-01102457-CU-OE-CXC
[Action Filed: 10/04/2019]
ASSIGNED FOR ALL PURPOSES TO:
JUDGE LON F. HURWITZ
DEPT CX103
**~~PROPOSED~~ ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**
Date: April 28, 2023.
Time: 1:30pm
Dept: CX103

1 **ORDER GRANTING APPROVAL OF PAGA SETTLEMENT**
2 **AND ENTERING JUDGMENT**

3 This matter came on for hearing on April 28, 2023 in Department CX103 of the above-
4 captioned court on the unopposed Motion For Approval Of PAGA Settlement.

5 Having considered the Stipulation Of Settlement Of PAGA Claims And Release Of PAGA
6 Claims (the "Settlement Agreement" or "Settlement") which is attached as Exhibit 1 to the
7 Declaration Of Shani O. Zakay In Support Of Plaintiffs' Motion For Approval Of PAGA Settlement
8 (ROA No. 127); having reviewed the Notice Of PAGA Settlement which is attached to this Order
9 Granting Approval Of PAGA Settlement And Entering Judgement as **Exhibit 1**, having conducted
10 a hearing regarding whether the Settlement should be granted approval; having considered the
11 submissions filed by the respective Parties; and good cause appearing therefor; the Court

12 **HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:**

13 1. The Court has jurisdiction over Plaintiff Aaris Watts and Defendant T.R.L. Systems,
14 Incorporated ("Defendant") and the subject matter of the action.

15 2. The Court hereby GRANTS approval of the Settlement upon the terms and
16 conditions set forth in the Settlement Agreement, including the definition of the Aggrieved
17 Employees and the PAGA Period as stated below. The Court finds that the Settlement terms are
18 fair, reasonable, and adequate in light of the purposes of the Private Attorneys General Act of 2004
19 ("PAGA").

20 3. The following definitions, as provided in the Settlement, shall apply herein:

21 A. "**Aggrieved Employees**" shall mean and include all of Defendant's current
22 and former non-exempt employees who worked for Defendant as non-exempt employees in
23 California from July 30, 2018 through and including April 9, 2022.

24 B. "**Complaint**" means the Second Amended Complaint filed in this Action on
25 March 15, 2022, and all of its exhibits.

26 C. "**PAGA Period**" means the period of July 30, 2018 through and including
27 April 9, 2022.

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1 D. **"Released PAGA Claims"** means all claims for civil penalties under PAGA,
2 and associated costs and attorney's fees, which are alleged in the Complaint or which could have
3 been asserted based on the facts alleged in the Complaint, including PAGA claims for off-the-clock
4 work, unpaid wages, unpaid minimum wages, unpaid straight-time wages, unpaid overtime, unpaid
5 double-time, failure to provide legally-compliant meal periods, failure to pay meal period premiums
6 at all or at the correct rate, failure to provide legally-compliant rest breaks, failure to pay rest break
7 premiums at all or at the correct rate, failure to provide reporting time pay, failure to provide accurate
8 itemized wage statements, failure to properly calculate the regular rate, failure to pay all wages due
9 during employment, failure to pay all wages due upon separation from employment, inaccurate time
10 and payroll records, PAGA claims for a violation of the California Labor Code (including §§ 201,
11 202, 203, 204, 218.5, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 1174(d), 1194, 1194.2, 1197,
12 1197.1, and 1198 thereof), and PAGA claims for a violation of all similar provisions of the
13 California Industrial Welfare Commission Wage Orders, which the Aggrieved Employees and/or
14 any Aggrieved Employee has had, or hereafter may claim to have, during the PAGA Period. The
15 release shall be limited to claims and remedies available under PAGA and shall not release any non-
16 PAGA claims.

17 E. **"Released Parties"** shall mean T.R.L. Systems, Incorporated, each of its
18 affiliates, parents and subsidiaries, and all of its and their predecessors, successors, assigns, owners,
19 shareholders, members, officers, directors, employees, agents, insurers and attorneys.

20 4. The Court hereby grants approval of the Settlement as fair, reasonable and adequate.

21 5. The Court approves the non-reversionary settlement amount of \$245,000, which is
22 the "Gross Settlement Amount" established to fund the Settlement.

23 6. The Court approves the payment for Settlement Administration Costs incurred by
24 Atticus in the amount of \$4,000, to be paid from the Gross Settlement Amount as provided in the
25 Settlement Agreement.

26 7. The Court approves the payment of \$111,316.50 to the California Labor &
27 Workforce Development Agency ("LWDA") to be paid from the Gross Settlement Amount.

28 8. The Court approves the payment of attorneys' fees to Plaintiff's Counsel in the

1 amount of \$81,666.67, and awards an additional \$10,911.33 for costs and expenses to be paid from
2 the Gross Settlement Amount as provided in the Settlement Agreement.

3 9. The Court hereby directs Defendants to fund the Settlement in accordance with the
4 terms of, and by the deadlines supplied in, the Settlement.

5 10. The Court has determined that the Notice Of PAGA Settlement is sufficient to inform
6 the Aggrieved Employees of the material elements of the Settlement, constitutes the best notice
7 practicable under the circumstances, and is hereby approved.

8 11. The Court hereby directs the Settlement Administrator to make all disbursements in
9 accordance with the terms of, and by the deadlines supplied in, the Settlement Agreement, as
10 follows:

- 11 i. Attorney's fees in the amount of \$81,666.67 or 1/3 of the Gross Settlement
12 Amount;
- 13 ii. Litigation costs in the amount of \$10,911.33;
- 14 iii. Administration costs in the amount of \$4,000; and
- 15 iv. Taking the above distributions into account, \$148,422⁰¹ remains to be
16 distributed as provided under PAGA. This amount shall be allocated as
17 follows: 75% to the LWDA and 25% to Aggrieved Employees.

18 12. As set forth in the Settlement Agreement, the Settlement Administrator will prepare
19 and mail settlement checks for each Aggrieved Employee in the amount of his or her share of the
20 Aggrieved Employee Payment, along with a copy of the Notice Of PAGA Settlement attached to
21 this Order as **Exhibit 1**. The checks to Aggrieved Employees will indicate on their face that they
22 are void if not negotiated within one hundred and eighty (180) days of their issuance. In the event
23 a settlement check is returned to the Settlement Administrator with a forwarding address, the
24 settlement check will be forwarded to the forwarding address. In the event a settlement check is
25 returned to the Settlement Administrator without a forwarding address or is otherwise undeliverable,
26 the Settlement Administrator will use reasonable efforts to search for a better address and re-mail
27 the returned check, if possible. If the search does not provide a better address, or the settlement
28 check is ultimately returned without a forwarding address, neither Defendant, Plaintiff's Counsel or

1 the Settlement Administrator shall be required to take further action to achieve delivery of the check
2 to the Aggrieved Employee.

3 13. Any monies not able to be delivered to an Aggrieved Employee and any settlement
4 checks not cashed within one hundred and eighty (180) days of issuance will escheat to the
5 California State Controller, Unclaimed Property Division, in the name of the corresponding
6 Aggrieved Employee.

7 14. Upon the execution of this Order Granting Approval Of PAGA Settlement And
8 Entering Judgment, all Aggrieved Employees will be deemed to have released the Released Parties
9 from the Released PAGA Claims, as set forth in the Settlement Agreement.

10 15. Neither this Order nor the Settlement shall constitute an admission by Defendant of
11 any liability or wrongdoing whatsoever, nor is this Order a finding of the validity or invalidity of
12 any claims in the action or a finding of wrongdoing by Defendant herein.

13 16. Each Party will bear its own attorneys' fees and costs, except as provided for in the
14 Settlement and this Order.

15 17. By signing and filing this Order Granting Final Approval, the Court decrees that the
16 Aggrieved Employees and the LWDA shall be conclusively deemed to have released and forever
17 discharged the Released Parties from all Released PAGA Claims.

18 18. Without affecting the finality of this Order in any way, the Court reserves exclusive
19 and continuing jurisdiction over the action for purposes of supervising the implementation,
20 enforcement (CCP § 664.6), construction, administration and effectuation of the Settlement.

21 19. The Court hereby sets a final accounting hearing on July 17, 2024, at 1:30 p.m. in
22 Department CX103. Plaintiff shall file a declaration from the administrator by no later than ten
23 (10) calendar days before said hearing to confirm that the distribution of funds is complete, including
24 any distribution to the State Controller per the settlement agreement. The final compliance status
25 report shall apprise the Court of the status of the distribution of the settlement proceeds.

26 20. Notice of this executed Order shall be posted on the Settlement Administrator's
27 website and may be removed after the completion of the final accounting hearing.

28 21. Plaintiff shall submit a copy of this executed Order to the LWDA within ten (10)

1 calendar days after it is entered by the Court.

2 **IT IS SO ORDERED, AND JUDGMENT IS HEREBY ENTERED.**

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Dated: MAY 03 2023



Judge of the Superior Court of California
JUDGE LON F. HURWITZ

EXHIBIT $\frac{1}{A}$

NOTICE OF PAGA SETTLEMENT
Watts v. T.R.L. Systems, Incorporated
Orange County Superior Court, Case Number 30-2019-01102457-CU-OE-CXC

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

You are a member of a Court-approved settlement. You received this notice because a lawsuit filed in the Orange County Superior Court entitled *Aaris Watts, et al. v. T.R.L. Systems, Incorporated et al.*, Orange County Superior Court Case No. 30-2019-01102457-CU-OE-CXC ("Action") has settled. The plaintiff, Aaris Watts ("Plaintiff") brought the Action against T.R.L. Systems, Incorporated ("Defendant") pursuant to the Private Attorney General Act, Labor Code § 2698 *et seq.* ("PAGA") in his representative capacity on behalf of the State of California, and behalf of all current and former employees who worked for Defendant as non-exempt employees in California ("Aggrieved Employees") from July 30, 2018 through and including April 9, 2022 ("PAGA Period"). Based on Company records, you are such an employee and you are entitled to a share of the settlement proceeds.

The Action sought civil penalties on behalf of the State of California and the Aggrieved Employees for alleged California Labor Code violations that occurred during the PAGA Period. The Agreement releases all PAGA claims in the Complaint, or that could have been asserted based on the facts alleged in the Complaint, during the PAGA Period. The Complaint and Plaintiff's notices to the LWDA allege violations of Labor Code Sections §§ 201, 202, 203, 204, 218.5, 226, 226.7, 233, 246, 510, 512, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, and applicable Industrial Welfare Commission Wage Orders, all pursuant to PAGA.

The release provided by the Settlement is limited to claims and remedies available under PAGA and does not release any non-PAGA personal claims. It also does not release claims outside of the PAGA Period. Defendant denies all claims, allegations and liabilities arising out of the Action. Further, Defendant asserts that it fully complied with all applicable California Labor Code provisions at all times during the PAGA Period. Nevertheless, to avoid further time and expense defending the Action, Defendant has settled the case, and the Court has approved the settlement and release of claims. By settling the Action, Defendant is not admitting any liability or wrongdoing.

Enclosed with this Notice is a check representing your share of the Settlement. The Settlement sum is \$245,000. Deducted from this amount are the following: (1) \$81,666.67 for Plaintiff's Counsel's attorneys' fees, (2) \$10,911.33 for Plaintiff's Counsel's reasonable litigation costs, and (3) \$4,000.00 for settlement administration fees and costs. The net settlement amount of \$148,422 will be allocated pursuant to Labor Code Section 2699 as follows; 75% to the LWDA (\$111,316.50), and 25% to the Aggrieved Employees (\$37,105.50). You will be issued a Form 1099 for your share of the Settlement, which has been calculated based on the number of biweekly payroll period you worked during the PAGA Period in relation to the total pay periods worked by all Aggrieved Employees during the PAGA Period. Your settlement check will remain valid for 180 days. Your decision to cash the enclosed check will have no bearing on your employment with T.R.L. Systems, Incorporated.

Please Note: One hundred percent (100%) of your individual PAGA payment under this Settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Individual PAGA Payment. Neither Plaintiff nor Defendant have made any representations or warranties regarding the taxation of your settlement payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended). Enclosed are the appropriate tax forms pertaining to your payment.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask questions about the claims process. If you have any questions, you may call or write [Admin Name] at the number listed below:

[Admin Name]
P.O. Box _____

Telephone: _____

[Admin Name]

