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9 *Class Counsel for Plaintiffs and*
10 *the Settlement Class*

11 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

12 **COUNTY OF LOS ANGELES**

13 WALTER PETERS, individually and on
14 behalf of all others similarly situated,

15 Plaintiffs,

16 v.

17 APPLE INC., a California corporation;
18 DOES 1 to 100, inclusive,

19 Defendants.

Case No.: 19STCV21787

CLASS ACTION

[Assigned for all purposes to Hon.
Elihu M. Berle, Dept. 6]

**PLAINTIFFS' OMNIBUS REPLY IN
SUPPORT OF MOTION FOR
ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE
SERVICE PAYMENTS**

Date: April 2, 2024
Time: 9:00 a.m.
Dept.: 6

Operative Complaint filed: June 30, 2023
Trial date: Not set

1 **I. INTRODUCTION**

2 The proposed \$25 million Settlement is an excellent result and provides substantial
3 benefits for the Settlement Class. Class Members’ participation and reaction to the Settlement’s
4 terms further supports Class Counsel’s fee request: 364,636 Class Members submitted timely
5 claims and only 62 opted out. (Coelho Reply Decl. ¶5.)¹ While four Class Members filed
6 oppositions to the requested fees and costs, they are philosophical objections to the nature of
7 class action litigation itself and are not tethered to Class Counsel’s specific litigation efforts or
8 costs in the case. As such, they must be overruled. Apple’s unscrupulous opposition serves as
9 just another example of Apple’s serial objector *modus operandi*. (Coelho Reply Decl. ¶9.)
10 Defendant is well-aware of the difficult nature of this case and now attempts to downplay the
11 risks and results achieved to support its untenable objection. Class Counsel worked assiduously
12 for five years on this matter resulting in the proposed Settlement. In light of this effort, Counsel’s
13 requested fees and costs are both supported and reasonable and should be approved.

14 **II. ARGUMENT**

15 **A. Class Counsel’s Request for One-Third of the Common Fund is Reasonable.**

16 **1. Apple’s Objections Fall Flat.**

17 **a) *There is No 25 Percent Benchmark in California.***

18 Apple suggests that this Court should follow federal law, instead of looking to California
19 authority, to evaluate the requested attorney’s fees.² There is no reason to do so. The California
20 Supreme Court in *Laffitte* explained:

21 As to the incentives a lodestar cross-check might create for class counsel, we
22 emphasize the lodestar calculation, when used in this manner, ***does not override***
23 ***the trial court’s primary determination of the fee as a percentage of the common***
fund and thus ***does not impose an absolute maximum or minimum on the***
potential fee award. If the multiplier calculated by means of a lodestar cross-

24 ¹ Class Counsel detailed the relevant authority and extensive work necessary to achieve this
25 result in numerous post-settlement briefs and supporting declarations (including the Coelho
26 preliminary and final approval declarations (“Coelho PA Decl.”; “Coelho FA Decl.”; “Coelho
27 FA Suppl. Decl.”). The concurrently filed Coelho Reply Declaration (“Coelho Reply Decl.”)
28 further describes Class Counsel’s hard-fought litigation efforts justifying the fee and expense
request.

² Apple relies on *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1047, 1048-50, a
Ninth Circuit diversity case, which evaluated whether the requested attorney’s fees were
reasonable under *Washington* law.

1 check is extraordinarily high or low, the trial court should consider whether the
2 percentage used should be adjusted so as to bring the imputed multiplier within a
3 justifiable range, but the court is not necessarily required to make such an
4 adjustment. Courts using the percentage method have generally weighed the time
counsel spent on the case as an important factor in choosing a reasonable
percentage to apply.

5 (*Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal. 5th 480, 505, [emphasis added].) Instead of
6 citing this standard, Apple argues that the federal benchmark and the so-called sliding scale
7 approach control. Apple is incorrect on both counts.

8 California Courts have never adopted a 25% benchmark for attorney’s fees in class action
9 settlements. (*Figueroa v. Cap. One, N.A.* (S.D. Cal. Jan. 21, 2021) 2021 WL 211551, at *9 [“In
10 discerning an appropriate percentage in a common fund case, the California Supreme Court
11 suggested considering the risks and potential value of the litigation, the contingency, novelty,
12 and difficulty of the litigation, the skills shown by counsel, and a lodestar cross-check. . . .

13 Although the court recognized the Ninth Circuit’s 25 percent benchmark in common fund cases,
14 ***it did not adopt this touchstone.***” [emphasis added] [citing *Laffitte*].)³

15 This Court routinely approves attorney’s fee requests of one-third of the common fund
16 in class action settlements. (Coelho Reply Decl. ¶10, Exs. 1-31.) Indeed, even in *Laffitte*, the
17 Supreme Court affirmed an award of 33⅓ % of a \$19 million class action settlement with a 2.03
18 to 2.13 multiplier—unlike Class Counsel’s negative multiplier here. (*Laffitte, supra*, 1 Cal. 5th
19 at p. 506.)⁴ In *Sanchez v. Allianz Life Ins. Co.*, No. BC594715, Judge Nelson awarded 33⅓ % of
20 the \$19.5 million class action settlement by first analyzing the percentage request as dictated by
21 *Laffitte, supra*, and second, by cross-checking counsels’ lodestar. (Coelho Reply Decl. ¶11,
22 Ex.32.) Although the *Sanchez* attorneys did not report a negative multiplier like Class Counsel
23
24

25 ³ Apple cites to *Consumer Privacy* and *Lealao*, two California appellate decisions, both of which
26 predate the California Supreme Court’s *Laffitte* decision, for the erroneous proposition that
27 California relies on the 25% federal benchmark. (Opp. at 5-6 [citing *Consumer Priv. Cases*
28 (2009) 175 Cal. App. 4th 545, 558 n.13; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.
App. 4th 19, 24 n.1].) The California Supreme Court has *never* adopted the federal benchmark.
⁴ See also *Beaver v. Tarsadia Hotels* (S.D. Cal. Sept. 28, 2017) 2017 WL 4310707, at *9
[applying *Laffitte* standard to fee request for 33 1/3% of common fund].

1 does here, the court awarded 33 1/3% of the common fund. (*Id.*, at pp. 25-26.)⁵

2 Apple implies that fees should be reduced if the settlement amount is over a certain
3 threshold. (Opp. at p. 6.) Many federal courts have rejected this sliding scale approach because
4 it creates perverse incentives. It blunts attorneys’ motivation to: (1) push for larger recoveries
5 and (2) invest their time and money in big class action cases. (*In re Toyota* (C.D. Cal. June 17,
6 2013) No. 8:10-ML-02151-JVS, Dkt. 3802, at p. 17, n.16 [“[Decreasing a fee percentage based
7 only on the size of the fund would provide a perverse disincentive to counsel to maximize
8 recovery for the class.”].)⁶ Likewise, California Courts have *not* adopted this approach in large
9 class action settlements. For example, in *Helmick v. Air Methods Corp.*, No. RG13-665373, the
10 court awarded one-third of the \$78 million common fund. (Coelho Reply Decl. ¶12, Ex. 33.) In
11 two megafund cases, *Lubin v. Wackenhut*, No. BC326996 (2.3 multiplier), and *ABM Industries*
12 *Overtime Cases*, No. CJC07-004502, the court awarded one-third of a \$130 and \$140 million
13 common fund, respectively. (Coelho Reply Decl. ¶¶13-14, Exs. 34-35.) There is no reason for
14 the Court to adopt the sliding scale approach here, especially in a case with extensively
15 documented time and a negative multiplier (*i.e.*, there is no need to adjust the requested
16 percentage to bring the multiplier “within a justifiable range”). (*Laffitte, supra*, 1 Cal. 5th at
17 505.)

18 **b) The Lodestar Cross-Check Supports the Fee Request.**

19 The court may evaluate and adjust the lodestar figure based on various factors.⁷ Here,
20 Class Counsel’s lodestar is \$10,833,630. With a 0.8 multiplier Class Counsel is only requesting

21 ⁵ Apple argues that fee awards should be based on comparable cases under the federal standard.
22 (Opp. at p. 9.) This is not a factor outlined in any binding California precedent, but Class Counsel
23 does provide comparable settlements above. Moreover, Apple fruitlessly attempts to poke holes
24 in the empirical studies Class Counsel cites to incorrectly claim that a 33 1/3 % fee award is above
25 the market rate in class action settlements. (*Id.*) This argument ignores the wealth of case law
26 that makes clear that fee awards in class action cases, including those 33 1/3 % awards, are based
27 on *case specific factors*. Based on the facts of *this case*, the requested fees are reasonable.

28 ⁶ See also *In re Rite Aid Corp. Sec. Litig.* (3d Cir. 2005) 396 F.3d 294, 303; *In re Cendant Corp.*
Litig. (3d Cir. 2001) 264 F.3d 201, 284, n.55; *In re Checking Acct. Overdraft Litig.* (S.D. Fla.
2011) 830 F. Supp. 2d 1330, 1367; *Allapattah Servs., Inc. v. Exxon Corp.* (S.D. Fla. 2006) 454
F. Supp. 2d 1185, 1213; *In re Auction Houses Antitrust Litig.* (S.D.N.Y. 2000) 197 F.R.D. 71.

⁷ *Ketchum v. Moses* (2001) 24 Cal. 4th 1122, 1132 [analyzing the following factors: (1) the
novelty and difficulty of the questions involved, (2) the skill displayed in presenting them, (3)
the extent to which the nature of the litigation precluded other employment by the attorneys, (4)
the contingent nature of the fee award].

1 \$8,333,333.33. (Coelho FA Decl. ¶43 [Feb. 2, 2024 figure].) This value reduces Class Counsel’s
2 fee *without any multiplier*, by \$2,500,296.67. The fee request is reasonable. (*Laffitte, supra*, 1
3 Cal. 5th at p. 504 [analyzing the following factors in reviewing and affirming one-third
4 attorney’s fee award: (1) risks and potential value of the litigation; (2) contingency, novelty and
5 difficulty together with the skill shown by counsel and; (3) the number of hours worked and the
6 asserted hourly rates].)

7 **Risks and Potential Value of the Litigation.** This action presented significant hurdles
8 and risks. Apple submits that the Settlement only represents 7% of the possible maximum
9 recovery relying on the inapposite *Monterrubio* case. (Opp. at pp. 6-7 [citing *Monterrubio v.*
10 *Best Buy Stores, L.P.* (E.D. Cal. 2013) 291 F.R.D. 443, 456].)⁸ As an initial matter, the Court
11 cannot rely on *Monterrubio* for the proposition that it may consider the Settlement result in terms
12 of the maximum possible recovery, ignoring every defense to the case. California law explicitly
13 states that “the test is not the maximum amount plaintiffs might have obtained at trial on the
14 complaint, but rather whether the settlement *is reasonable under all of the circumstances.*”
15 (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250, emphasis added.)⁹ “*Kullar*
16 does not ... require any such explicit statement of value; it requires a record which allows ‘an
17 understanding of the amount that is in controversy and the realistic range of outcomes of the
18 litigation.’” (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399,
19 409 [quoting *Kullar, supra* 168 Cal.App.4th at p. 120].)

20 This is precisely what Plaintiffs have done here: set forth the *realistic* maximum recovery
21 factoring in Apple’s asserted defenses and the representative risks presented in the case. Class
22 Counsel calculated the predicted realistic maximum recovery as \$27.61 million—the recovery
23 could also have been *zero*, or negative considering costs, had Plaintiffs lost. (Coelho PA Decl.,

24 ⁸ Apple cites to a disingenuous \$354.5 million damages figure to craft its 7% argument, but it is
25 conveniently silent on its position as to what it believes could have realistically been recovered
26 at trial. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 120 [court must consider
27 realistic range].) Moreover, in *Monterrubio*, the defendant disclosed what it candidly believed
28 its maximum possible damage exposure to be considering its defenses (unlike Apple here), and
the Court used this information to evaluate the settlement. (*Monterrubio, supra*, 291 F.R.D. at
p. 447.)

⁹ Disapproved on another ground in *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
260.

1 ¶(6.) Thus, the \$25 million Settlement represents 90.5% of the Class’s realistic recoverable
2 damages at trial. (*Id.*)¹⁰

3 Further, after Plaintiffs filed suit in 2019, Apple made changes to its App Store landing
4 page to remove from various subscription-based apps the misleading statements: “Supports
5 Family Sharing. With Family Sharing set up, up to six family members can use this app.”
6 (Coelho Reply Decl. ¶18.) Thus, Class Counsel’s efforts benefitted all future App Store users by
7 giving them more accurate information and allowing users to make an informed and intelligent
8 decision when purchasing subscriptions. (*Id.*) As Apple’s cited authority dictates, these non-
9 monetary benefits should also be taken into consideration. (*Vizcaino, supra*, 290 F.3d at p. 1049
10 [“Incidental or non-monetary benefits conferred by the litigation are a relevant circumstance.”].)

11 **Contingency, Novelty and Difficulty of the Litigation.** This litigation presented
12 difficult and novel claims. Now conveniently ignoring its own complex briefing, Apple asserts
13 that this action represents a “straightforward false advertising case.” (Opp. at p. 8.) But this
14 argument ignores the *novel issues* litigated in the demurrer, both factual and expert discovery,
15 motions to strike experts, and class certification briefing. This is not a typical misleading label
16 claim, all natural case, or breach of contract action.¹¹ These matters involved complex technical
17 issues relating to iPhone proprietary software regarding the App Store, Family Sharing feature,
18 set-up flows (for Family Sharing, iCloud Storage, Apple Music), how users interacted with
19 Apple’s multiple App Store and iOS programming versions and updates. (Coelho Reply Decl.
20 ¶19.) To wit, Class Counsel is unaware of *any* misleading advertising class action case based on
21 similar facts. (*Id.*) This case was far from a guaranteed slam dunk based on existing precedent
22 and Class Counsel should be compensated accordingly. (*Vizcaino, supra*, 290 F.3d at p. 1048

23 ¹⁰ Factoring in the risks that Apple could prove at summary judgment or trial that, among other
24 issues, Class Members: (1) were unaware of the Family Sharing feature at the time of their
25 relevant iPhone purchase; (2) were not exposed to the same uniform advertising as required
26 knowledge from learned experience that subscription apps were not sharable; and (4) the product
27 badge only existed during a short portion of the Class Period. (Coelho PA Decl. ¶¶5-6; Reply
28 Decl. ¶17.)

¹¹ Apple’s authority is inapt. (Opp. at p. 8 [citing *Stewart v. Apple Inc.* (N.D. Cal. Aug. 4, 2022)
2022 WL 3109565, at *7].) The *Stewart* case alleged breach of contract and did not face similar
class certification hurdles, including, *inter alia*, exposure issues under *Downey, supra*, 44
Cal.App.5th at p. 1117. (*See* Coelho PA Decl. ¶5; Reply Decl. ¶17.)

1 [Apple’s cited authority affirming fee award because “counsel pursued this case in the absence
2 of supporting precedents”]; *Ketchum, supra*, 24 Cal. 4th at p. 1133 [counsel should be rewarded
3 for taking on risky contingency cases].)

4 **Number of Hours Worked and Hourly Rate.** Class Counsel’s detailed declarations and
5 time sheets reflect their efforts and evidence that the lodestar is not inflated.¹² Class Counsel
6 worked tirelessly on this case for over *five years*. (Coelho FA Decl. ¶¶4-25, Reply Decl. ¶21.)
7 Notably, Apple does not object to Class Counsel’s hourly rates.

8 Apple is quick to point its finger at Class Counsel for “over-litigating their claims” (Opp.
9 at p. 10) but fails to acknowledge that it substantially increased litigation time and costs through
10 obfuscation, dawdling, and sharp practices.¹³ Apple harassed class representatives, no doubt in
11 hopes that those plaintiffs would drop out of the lawsuit. (Coelho Reply Decl. ¶24.)
12 Unsurprisingly, some plaintiffs did withdraw from the lawsuit, such as Leder. (*Id.*) Apple’s
13 implication that different named plaintiffs significantly inflated Class Counsel’s lodestar is a red
14 herring. The majority of Class Counsel’s reported lodestar time (94%) was *after* Torres and
15 Ismailyan were named plaintiffs in this action. (*Id.*, ¶25.) Except for attorneys Coelho, Marquez,
16 and Dart, 100% of all other attorney time was reported *after* Torres and Ismailyan became the
17 named plaintiffs. (*Id.*)

18 Apple ironically claims that Class Counsel took “unreasonable” discovery positions, but
19 it was Defendant who was routinely unreasonable with discovery. For example, it is without
20 question that Plaintiffs were entitled to *Belaire* notice in this case, but Apple nevertheless dug
21 in its heels and refused to cooperate with the *Belaire* process without first going through an

22 _____
23 ¹² Apple has access to Class Counsel’s declarations summarizing their time, which is all that is
24 necessary for a lodestar cross-check. (*Laffitte, supra*, 1 Cal. 5th at p. 505.) The Court has
25 Counsel’s detailed time sheets in the event it wishes to review the information in connection
26 with a cross-check. (*Id.* [“The trial court . . . exercised its discretion . . . performing the cross-
27 check using counsel declarations summarizing overall time spent, rather than demanding and
28 scrutinizing daily time sheets in which the work performed was broken down by individual
task.”].) *See also Raining Data Corp. v. Barrenechea* (2009) 175 Cal. App. 4th 1363, 1375 [“The
law is clear, however, that an award of attorney fees may be based on counsel’s declarations,
without production of detailed time records.”].)

¹³ For example, Apple produced discovery relevant to a fact witness right before the deposition
and offered class certification declarant evidence regarding the advertising at issue, the Family
Sharing badge, contrary to the witness’ prior sworn PMQ testimony. (Coelho Reply Decl. ¶23.)

1 Informal Discovery Conference (“IDC”) and obtaining a court order. (Coelho Decl. FA ¶9.) To
2 make matters worse, Apple repeatedly changed its IDC sections, requiring numerous iterations
3 back and forth, creating additional cost and delay. (Coelho Reply Decl. ¶26.) Apple cannot now
4 complain about the attorney time spent responding to the litigation tactics it employed.

5 Nor did Plaintiffs submit duplicative expert reports. Every expert provided unique
6 opinions that were necessary to demonstrating the Class’ claims were subject to, and could be
7 proven through, common evidence. (*Id.*, ¶27.) If Class Counsel did not provide these thorough
8 expert reports supporting the Class claims, it is very unlikely that Apple would have perceived
9 this case as a threatening and certifiable class action and would not have offered to settle the
10 matter for \$25 million.

11 In short, Class Counsel did not over litigate this case. Counsel did what was necessary in
12 a complex class action against a formidable and well-resourced defendant to obtain an excellent
13 Settlement for the Class. There is absolutely no reason for the Court to reduce Class Counsel’s
14 lodestar with a *negative* multiplier. (*Roos v. Honeywell Int’l, Inc.* (2015) 241 Cal. App. 4th 1472,
15 1495 [“a trial court acts appropriately . . .when it accepts in a common-fund case a cap on fees .
16 . . when the application of the cap results in a lower award than would be authorized under the
17 lodestar method.”].)¹⁴

18 **2. The Class Member Fee Objections Should be Overruled.**

19 The Gerard Objection (Geraci Feb. 2 Decl. ¶24, Ex. H) opposes the requested attorney’s
20 fees based on the sliding scale argument. (Gerard Obj. at p. 2.) As discussed *supra* (Sec. II.A.1.a),
21 California Courts have not followed this sliding scale approach. The Lyon Objection (Geraci
22 Feb. 2 Decl. ¶24, Ex. H) and Wible Objection (Geraci March 19 Decl., ¶29, Ex. H) do not provide
23 case specific grounds in opposing the requested attorney’s fees other than to assert the fees are
24 a high percentage of the common fund and are disproportionate to the “nature of the alleged
25 wrongdoing.” (Wible Obj. at p. 1.) The requested fee is within the normal range of attorney’s
26 fees awarded in California (*Chavez v. Netflix, Inc.* (2008) 162 Cal. App. 4th 43, 66 n.11), and
27 Class Counsel demonstrated why the request is reasonable based on the facts of this case. The

28 ¹⁴ Disapproved on another ground in *Hernandez, supra*, 4 Cal. 5th 260.

1 Bass Objection (Geraci March 19 Decl., ¶29, Ex. H) is not so much an objection, but rather a
2 request for additional information about how the approximate \$8.33 million attorney’s fee
3 request was calculated, as well as a request to see defense counsel’s time as a comparison. (Bass
4 Obj. at p. 1.) The Coelho Declarations explain Class Counsel’s work and time in the case, which
5 equates to more than the requested \$8.333 million. (Coelho FA Decl. ¶¶4-25; Coelho FA Suppl.
6 Decl. ¶¶3-6.)

7 The *Roos* case is instructive. (*Roos, supra*, 241 Cal. App. 4th at p. 1494.) In *Roos*, class
8 counsel sought fees in the amount of the agreed-upon cap even though class counsel’s lodestar
9 was significantly higher than the requested fee (like Class Counsel here), and objectors advanced
10 similar broad arguments that attorney’s fees were “excessive” or a “high percentage.” (*Id.* at p.
11 1479.) The court overruled the objections because class counsel provided sufficient lodestar
12 evidence (in the form of attorney declarations) and “once this evidence was presented, the burden
13 shifted to the objectors *to present specific objections, supported by rebuttal evidence*. . . . But
14 the objectors submitted no such evidence, and they did not sustain their burden by simply
15 complaining that the amount requested was excessive.” (*Id.* at p. 753 [citing cases] [emphasis
16 added].) Importantly, the *Roos* court recognized that:

17 In considering the reasonableness of the fee request here, the trial court could
18 therefore accept the undisputed lodestar evidence to assure itself that the cap
19 applied, i.e., that 37.5 percent of the settlement fund—\$3,056,250—was less than
20 the lodestar.

21 In our view, a trial court acts appropriately—and it certainly does not abuse its
22 discretion—when it accepts in a common-fund case a cap on fees, even a cap that
23 is phrased in terms of a percentage of the recovery, when the application of the
24 cap results in a lower award than would be authorized under the lodestar method.

25 When a court applies a cap to reduce this presumed reasonable amount, and
26 thereby increases class relief, we cannot see how anyone is harmed, least of all
27 the class members, including any objectors. Applying such a cap is consistent
28 with and furthers the trial court’s responsibilities to protect the class from having
to pay excessive fees to class counsel.

(*Id.*) Similarly, here, the objections should be overruled because objectors do not meet their
burdens and Class Counsel’s requested fee is based on the agreed-upon cap.

1 **B. Class Counsel Adequately Substantiated Litigation Expenses and Costs.**

2 **1. Apple’s Objections to Reported Expenses and Costs are Meritless.**

3 Apple cherry-picks a few expenses to categorically assert that the expenses and costs are
4 unsubstantiated, while at the same time admitting that the majority of costs and expenses are
5 “self-explanatory.” (Opp. at p. 12.) First, as discussed *supra*, Plaintiffs’ expert opinions were not
6 duplicative and were necessary to obtaining the Settlement result. (Coelho Reply Decl. ¶¶27-
7 30.) Second, Apple is well-aware of what “AM Gjovik Consulting LLC” is and why Plaintiffs
8 have an associated cost for that entity. Ashley Gjovik is an Apple former employee who could
9 have provided Plaintiffs with instrumental assistance but for Apple’s objection to her expert
10 disclosure. (*Id.*, ¶33.) After Gjovik was hired, but before she turned over any materials, Apple
11 objected to Gjovik’s assistance, and Plaintiffs were unable to use any of Gjovik’s knowledge
12 and expertise. Third, Strategy Team, Ltd. is an entity Plaintiffs hired to assist with expert survey
13 work, which was used in this case. (*Id.*, ¶34.) Fourth, Plaintiffs’ private investigators provided
14 instrumental information used in class certification briefing from, among other things, absent
15 class members, that was not available to Plaintiffs. (*Id.*, ¶35.) Finally, Leder, as a non-party
16 witness, was paid for his deposition time after he withdrew as a class representative.¹⁵ The
17 expense was erroneously included in the “expert expense” category. (*Id.*, ¶36.)

18 **2. Class Members’ Objections to Expenses and Costs are Unfounded.**

19 The Gerard Objection asks the Court not to award *any* litigation expenses and costs.
20 (Gerard Obj. at p. 2.) Class Counsel is entitled to recover out-of-pocket expenses that would
21 normally be charged to a fee-paying client. (Fee Mot. at p. 14 [citing cases].) The Wible
22 Objection does not state any specific grounds for his objection to expenses and costs, other than
23 a request that the Court scrutinize the requested reimbursements. (Wible Obj. at p. 1.) Class
24 Counsel is confident the Court has done so. The Bass Objection misinterprets the \$2 million cap

25 _____
26 ¹⁵ This payment was made in accordance with California Rule of Professional Conduct 3.4(d)(2),
27 which allows attorneys to provide reasonable witness compensation for lost time from attending
28 a deposition. (*See also* State Bar Standing Committee on Professional Responsibility and
Conduct (COPRAC), Op. No. 1997-149.) Leder was forced to miss a day of work to comply
with Apple’s subpoena. The \$400 payment was not contingent on the content of Leder’s
testimony or the outcome of the case. (Coelho Reply Decl. ¶36.)

1 on recoverable expenses and costs as the amount requested here. (Bass Obj. at p. 1.) Class
2 Counsel requests \$1.4 million in reimbursable costs and expenses; each of these expenses and/or
3 costs are detailed in Exhibit 4, which is publicly available to Class Members on the Settlement
4 Website. (Coelho FA Decl. ¶47, Ex. 4; Coelho Reply Decl. ¶37.)

5 **C. The Class Representatives Earned the Requested Service Awards.**

6 The five *Cellphone Termination* factors support the requested \$15,000 service award for
7 Torres and Ismailyan. (*Cellphone Term. Fee Cases* (2010) 186 Cal. App. 4th 1380, 1394-95.) In
8 fact, the Wible Objection endorses a *larger* service award than \$15,000 for class representatives
9 given their contributions and risks. (Wible Obj. at p. 1.) Plaintiffs experienced personal hardship,
10 as they endured Apple’s harassing discovery tactics, including Apple’s subpoenas to family
11 members, and sweeping discovery requests, inclusive of tracking down archaic financial records,
12 which was incredibly time consuming. (Torres Reply Decl. ¶¶4-6, Ismailyan Reply Decl. ¶¶4-
13 7.) Plaintiffs were forced to deal with family anxieties about subpoenas in a lawsuit to which
14 they were non-parties. (*Id.*, ¶5.) Plaintiffs were also subject to reputational harm, as Apple openly
15 besmirched their character in its public filings. (*Id.*, ¶6.)¹⁶ Although unclear, the Bass Objection
16 appears to confuse the class representatives’ roles with the claims administrator. (Bass Obj. at p.
17 1.) KCC is not charging \$15,000 to oversee administration per class representative. (Geraci
18 March 19 Decl. ¶35, Ex. I.) In short, Torres’ and Ismailyan’s three years of hard effort in this
19 litigation, as well as their perseverance in the wake of Apple’s harassment and sharp litigation
20 tactics, supports their requested \$15,000 service awards.

21 **III. CONCLUSION**

22 The Court should approve requested attorney’s fees in the amount of \$8,333,333.33 and
23 litigation expenses and costs in the amount of \$1,429,659.29.

24
25
26
27 ¹⁶ Thus, this case is more like the *Pike* case Apple cites where plaintiffs were harassed than the
28 inapposite *Hawthorne* case. (Opp. at p. 14 [citing *Pike v. County of San Bernardino* (C.D. Cal.
Jan. 27, 2020) 2020 WL 1049912, at *7]; opp. at p. 15 [citing *Hawthorne v. Umpqua Bank* (N.D.
Cal. Apr. 28, 2015) 2015 WL 1927342, at *8].)

1 Dated: March 19, 2024

Respectfully submitted,

2 /s/ Thiago M. Coelho
3 Thiago M. Coelho, Esq.
4 **WILSHIRE LAW FIRM, PLC**
5 *Class Counsel for Plaintiffs and*
6 *the Settlement Class*

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6 **WILSHIRE LAW FIRM, PLC**
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9 *Class Counsel for Plaintiffs and*
10 *the Settlement Class*

11 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

12 **COUNTY OF LOS ANGELES**

13 WALTER PETERS, individually and on
14 behalf of all others similarly situated,

15 Plaintiffs,

16 v.

17 APPLE INC., a California corporation;
18 DOES 1 to 100, inclusive,

19 Defendants.

Case No.: 19STCV21787

CLASS ACTION

[Assigned for all purposes to Hon.
Elihu M. Berle, Dept. 6]

**DECLARATION OF THIAGO M.
COELHO IN SUPPORT OF FINAL
APPROVAL AND PLAINTIFFS'
OMNIBUS REPLY RE MOTION
FOR ATTORNEYS' FEES, COSTS,
AND CLASS REPRESENTATIVE
SERVICE PAYMENTS**

Date: April 2, 2024
Time: 9:00 a.m.
Dept.: 6

Operative Complaint filed: June 30, 2023
Trial date: Not set

1 **DECLARATION OF THIAGO M. COELHO**

2 I, Thiago M. Coelho, declare as follows:

3 1. I am admitted, in good standing, to practice as an attorney in the State of
4 California, United States Court of Appeals for the Ninth Circuit, and the United States District
5 Courts for the Central, Southern, Eastern, and Northern Districts of California. I am an attorney
6 at Wilshire Law Firm, PLC, counsel of record for Plaintiffs Diana Ismailyan and Jeff Torres
7 (collectively, “Plaintiffs”) and the Class (“Class Counsel”).¹ I have personal knowledge of the
8 facts set forth in this declaration and could and would competently testify to them under oath if
9 called as a witness.

10 2. I submit this reply declaration in support of Plaintiffs’ Motions for Final Approval
11 of Class Action Settlement and for Attorney’s Fees, Reimbursement of Litigation Expenses, and
12 Service Awards.

13 **The Class’s Reaction to the Proposed Settlement Supports Final Approval**
14 **and Class Counsel’s Requested Fee**

15 3. The proposed \$25 Settlement represents an excellent result for the Settlement
16 Class.

17 4. As detailed in the Updated Declaration of Jay Geraci re: Notice Program, Class
18 Member Claims, Requests for Exclusion and Objections (“Geraci March 19 Decl.”), Class
19 Members’ reaction to the proposed Settlement overwhelmingly supports final approval as well
20 as Class Counsel’s requested fees, reimbursement of litigation expenses and costs and class
21 representative service awards.

22 5. The Geraci February 2, 2024 Declaration (“Geraci Feb. 2 Decl.”) reported some
23 of the preliminary figures regarding Class Member claims, requests for exclusion, and
24 objections. Since February 2, 2024, KCC has continued to receive claims, opt outs, and
25 objections. To date, KCC received 364,636 timely filed claims, resulting in Class Member
26 payments in the approximate amount \$41.46. (Geraci March 19 Decl. ¶¶25, 27.) Only 62 Class

27 _____
28 ¹ Unless otherwise indicated, all terms defined in this declaration are carried over to Plaintiffs’
concurrently filed omnibus reply brief.

1 Members requested exclusion from the proposed Settlement. (Geraci March 19 Decl., Ex. G.)

2 6. Class Counsel, alongside KCC, worked diligently to respond to all Class Member
3 inquiries regarding the Settlement. This included fielding an average of forty-five 6 to 10-minute
4 phone calls per day. Some days Class Counsel responded to over one hundred calls. Not only
5 did Class counsel spend a significant amount of time responding to Class Member calls and
6 emails, but also spent an exceptional amount of time coordinating Class Member inquiries with
7 the claims administrator, KCC.

8 7. Class Counsel is only aware of four timely Class Member objections mailed to
9 KCC. Two objections were previously filed with the Court on February 2, 2024 (Geraci Feb. 2
10 Decl., Ex. H), including the objections from Matthew Lyon (“Lyon Objection or Obj.”) and
11 David Gerard (“Gerard Objection or Obj.”). Since February 2, 2024, KCC received two
12 additional objections from David Wible (“Wible Objection or Obj.”) and Thomas Bass (“Bass
13 Objection or Obj.”). Class Member objections are attached to the Geraci March 19 Declaration
14 as Exhibit H. The Class Member objections do not argue that the Settlement is not fair,
15 reasonable, or adequate or that the notice program is anyway insufficient.

16 8. On March 1, 2024, Defendant Apple Inc. (“Apple” or “Defendant”) filed an
17 objection to Class Counsel’s requested attorney’s fees, litigation expenses and costs, and the
18 class representative service awards (“Opp.”).

19 9. Apple routinely objects to attorney’s fee requests in cases in which it is named as
20 the defendant.

21 **Using the Percentage Method, this Court, and other California Courts Routinely**
22 **Award 33% or More of the Common Fund in Class Actions Settlements**

23 10. This Court routinely awards class action counsel one-third of the common fund.
24 Attached hereto as **Exhibits** 1-31 are true and correct copies of 31 of this Court’s orders awarding
25 one-third in fees in class action settlements.

26 11. Attached hereto as **Exhibit** 32 is a true and correct copy of the Order Granting
27 Motion for Final Approval of Class Action Settlement in the *Sanchez v. Allianz Life Ins. Co.*
28 case (the “*Sanchez case*”), No. BC594715, awarding 33.33% of the \$19.5 million common fund.

1 12. Attached hereto as **Exhibit 33** is a true and correct copy of the Order Motion for
2 Attorney Fees in the *Helmick v. Air Methods Corp.* case, No. RG13-665373 (“the *Air Methods*
3 case”), awarding 33% of the \$78 common fund.

4 13. Attached hereto as **Exhibit 34** is a true and correct copy of the Order and
5 Judgment Granting Final Approval of Class Action Settlement and Awarding Attorneys’ Fees,
6 Costs, Enhancement Awards, and Settlement Administration Fees in the *Lubin v. Wackenhut*
7 case, No. BC326996 (the “*Lubin case*”), awarding one-third of the \$130 million common fund.

8 14. Attached hereto as **Exhibit 35** is a true and correct copy of the Order Granting
9 Final Approval and Entering Judgment in the *ABM Industries Overtime Cases*, No. CJC07-
10 004502 (the “*ABM Industries case*”), awarding one-third of the \$140 million common fund.

11 **The Lodestar Cross-check Supports Class Counsel’s Fee Request**

12 15. As reported in my February 2, 2024 Declaration in support of final approval
13 (“Coelho FA Decl.) and my February 9, 2024 Supplemental Declaration in support of final
14 approval (“Coelho FA Suppl. Decl.”), Class Counsel’s lodestar totaled 12,303.5 hours resulting
15 in \$10,833,630 in attorney’s fees. In accordance with the Stipulation of Settlement, Class
16 Counsel requests attorney’s fees in the amount of \$8,333,333.33, as per the agreed-upon cap.
17 Consequently, Class Counsel has a negative multiplier of 0.8.

18 16. Since February 2, 2024, Class Counsel has spent hundreds of hours responding to
19 Class Member inquiries regarding the Settlement, as well as coordinating with the claims
20 administrator to oversee a smooth Settlement administration. Class Counsel is not seeking
21 attorney’s fees for the additional time spent in this matter. However, Class Counsel’s negative
22 multiplier has necessarily become more negative since February 2, 2024.

23 **Risks and Potential Value of the Litigation**

24 17. This case presented significant hurdles and risks. As I outlined in my June 20,
25 2023 Declaration in support of preliminary approval (“Coelho PA Decl.” ¶¶5-6), the realistic
26 maximum recovery in this matter is \$27.61 million, and \$25 million represents 90.5% of the
27 Class’s realistic recoverable damages at trial factoring in the risks that Apple could prove at
28 summary judgment or trial that, among other issues, Class Members: (1) were unaware of the

1 Family Sharing feature at the time of their relevant iPhone purchase; (2) were not exposed to the
2 same uniform advertising as required under *Downey v. Public Storage, Inc.* (2020) 44
3 Cal.App.5th 1103, 1117, because the Family Sharing badge only appeared in iOS 11 (the iPhone
4 operating system in place for only a portion of the Class Period) and Apple claimed that users
5 would not have seen the advertising, as it required scrolling down the details page, or because
6 users would have utilized the “GET” button; (3) possessed knowledge from learned experience
7 that subscription apps were not sharable and; (4) the product badge only existed during a short
8 portion of the Class Period.

9 18. After Plaintiffs filed suit in 2019, Apple made changes to its App Store landing
10 page to remove from various subscription-based apps the misleading statements: “Supports
11 Family Sharing. With Family Sharing set up, up to six family members can use this app.” Class
12 Counsel’s efforts benefitted all future App Store users by giving them more accurate information
13 and allowing users to make an informed and intelligent decision when purchasing subscriptions.

14 Contingency, Novelty and Difficulty of the Litigation

15 19. This litigation presented difficult and novel claims. The case involved complex
16 These matters involved complex technical issues relating to iPhone proprietary software
17 regarding the App Store, Family Sharing feature, set-up flows (for Family Sharing, iCloud
18 Storage, Apple Music), how users interacted with Apple’s multiple App Store and iOS
19 programming versions and updates. I am unaware of *any* misleading advertising class action
20 case based on similar facts. This case was far from a guaranteed slam dunk based on existing
21 precedent.

22 20. My firm, Wilshire Law Firm, PLC, took this case on contingency, and invested
23 over 12,000 attorney hours and \$1.4 million in expenses and costs litigating this matter. There
24 was a significant and very real risk that this case could have resulted in no recovery if Apple’s
25 arguments disputing liability and damages were accepted.

26 Number of Hours Worked and Hourly Rate

27 21. Class Counsel worked tirelessly on this case for over five years and obtained an
28 excellent result for the Settlement Class. Class Counsel’s reported hours are set forth, *supra*, ¶15

1 and Counsel’s hours and hourly rate are detailed in my final approval declarations.

2 22. Apple’s litigation tactics drove up attorney time and costs in this case.

3 23. For example, Apple produced discovery relevant to a fact witness right before the
4 deposition and offered class certification declarant evidence regarding the advertising at issue,
5 the Family Sharing badge, contrary to the witness’ prior sworn PMQ testimony.

6 24. Apple harassed the class representatives resulting in some plaintiffs, such as Alan
7 Leder (“Leder”), withdrawing from the lawsuit.

8 25. Class Counsel did not spend a significant amount of time amending the pleadings
9 or addressing the change in class representatives. The majority of Class Counsel’s reported
10 lodestar time (94%) was *after* Torres and Ismailyan were named plaintiffs in this action. Except
11 for attorneys Coelho, Marquez, and Dart, 100% of all other attorney time was reported *after*
12 Torres and Ismailyan became the named plaintiffs on September 23, 2020:

Attorney	Total Hours	Hours on or After 9/23/20	% of Total Hours
Aziz, Cinela	1193	1193	100.00%
Behmanesh, Jessica	864	864	100.00%
Chen, Jesse	1233.5	1233.5	100.00%
Coelho, Thiago	2610.1	2285.9	87.58%
Dart, Robert J.	1901.8	1539	80.92%
Leinbach, Jennifer M.	1593	1593	100.00%
Mann, Jonas P.	540.3	540.3	100.00%
Marquez, Justin	1008.3	956.6	94.87%
Martinez, Jesenia	133.1	133.1	100.00%
Shining, Carolin K.	1226.4	1226.4	100.00%
Total	12303.5	11564.8	94.00%

1 26. Apple was routinely unreasonable with discovery. For example, Apple repeatedly
2 changed its Informal Discovery Conference (“IDC”) sections, requiring numerous iterations
3 back and forth, creating additional cost and delay.

4 27. Class Counsel did not submit cumulative expert reports. Every expert provided
5 unique opinions that were necessary to demonstrating the Class’s claims were subject to, and
6 could be proven through, common evidence.

7 28. Drs. Maronick’s and Haruvy’s expert declarations are not duplicative, as both
8 experts conducted different surveys. Dr. Maronick’s survey evaluated the importance, i.e.,
9 materiality, of Apple’s misleading advertising (pp. 3-11). Dr. Haruvy’s survey evaluated
10 consumer expectations related to Apple’s terms and conditions, which addressed the reasonable
11 consumer standard, i.e., a reasonable consumer’s interpretation of Apple’s terms and conditions
12 (§§11-30, 81). Thus, Drs. Maronick and Haruvy evaluated different issues, used different stimuli,
13 and expressed opinions based on different expertise.

14 29. Dr. Calder’s and Ms. Harper’s expert declarations are not overlapping. While both
15 discuss Apple’s misleading statements and related consumer impact, the reports provide diverse
16 opinions and information from very different expert prisms. Dr. Calder is a psychologist that
17 specializes in how psychology impacts consumer decision making. As such, his report focuses on
18 psychology and responses to Apple’s marketing (§§5-9), review of Dr. Maronick’s survey results
19 through a psychologist’s lens (§§10-13) as well as psychological interpretation of qualitative
20 interviews (§§14-53). Ms. Harper is a former fortune 500 company marketing executive, who
21 provided an opinion about marketing promotions, such as buy-one-get-one (BOGO), which was
22 similar to Apple’s Family Sharing program (§§51-52), and how those types of marketing
23 promotions impact consumer purchases. Ms. Harper analyzed Apple’s market position (§§40-
24 46) and provided her opinion on how any why Apple adopted certain marketing tactics to
25 increase its profitability (§§53-62). Moreover, Ms. Harper provided opinions on consumer
26 expectations (§§66-68), trust in the Apple brand (§§69-89), analyzed Apple’s internal
27 communications and discussions around its marketing language (§§90-103) and applied her
28 marketing experience to analyze consumer understanding of promotional language and terms

1 and conditions (§§104-108). Finally, Ms. Harper provided her opinion on the materiality and
2 misleading nature of Apple’s advertising on consumer decision making (§§109-123).

3 30. Dr. Easttom’s report focused on Class Member ascertainability. Dr. Easttom
4 explained, based on his expertise, that it was feasible to locate all Class Members using existing
5 technology. This expert opinion thwarted Apple’s ability to take a contrary position in its class
6 certification opposition.

7 31. Class Counsel did not “pad” the bill or over litigate this case. The Court has full
8 access to Class Counsel’s detailed time records and litigation expenses and costs, and I am happy
9 to provide any additional information regarding any attorney time or expenses/costs if desired.

10 **Class Counsel’s Litigation Expenses and Costs**

11 32. Plaintiffs’ expert reports are not cumulative as discussed above §§27-30, *supra*.

12 33. Apple is well-aware of what “AM Gjovik Consulting LLC” is and why Plaintiffs
13 have an associated cost for that entity. Ashley Gjovik is an Apple former employee who could
14 have provided Plaintiffs with instrumental assistance but for Apple’s objection to her expert
15 disclosure. After Gjovik was hired, but before she turned over any materials, Apple objected to
16 Gjovik’s assistance, and Plaintiffs were unable to use any of Gjovik’s knowledge and expertise.
17 Plaintiffs did not get any information from Gjovik before Apple objected to her disclosure.

18 34. Strategy Team Ltd. is an entity Plaintiffs hired to assist with expert survey work.
19 Specifically, the Strategy Team analyzed survey data that supported Dr. Haruvy’s rebuttal
20 declaration.

21 35. Plaintiffs’ private investigators provided instrumental information used in class
22 certification briefing from, among other things, absent class members, that was not available to
23 Plaintiffs through ordinary discovery.

24 36. Leder, as a non-party witness, was paid for his deposition time after he withdrew
25 as a class representative. This payment was made in accordance with California Rule of
26 Professional Conduct 3.4(d)(2), which allows attorneys to provide reasonable witness
27 compensation for lost time from attending a deposition. Leder was forced to miss a day of work
28 to comply with Apple’s subpoena. The \$400 payment was not contingent on the content of

1 Leder’s testimony or the outcome of the case. The expense was erroneously included in the
2 “expert expense” category because it is Wilshire Law Firm’s accounting practice to label
3 payments made to persons or entities as an “expert expense” by default.

4 37. Class Counsel’s expenses through February 2, 2024 are set forth in the Coelho Final
5 Approval Declaration. These documented \$1.4 million in expenses and costs are detailed in Exhibit
6 4 to my Final Approval Declaration, which is publicly available to Class Members on the
7 Settlement Website.

8
9 I declare under penalty of perjury under the laws of the State of California and the
10 United States that the foregoing is true and correct.

11 Executed on March 19, 2024, in Los Angeles, California.

12
13 

14 Thiago M. Coelho

EXHIBIT 1

ORIGINAL

FILED
Superior Court of California
County of Los Angeles

FEB 25 2021

RECEIVED

FEB 18 2021

Sherril R. Carter, Executive Officer/Clerk
By *[Signature]*
Marisela Fregoso, Deputy

Room 106

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ALICIA AHO an individual; and LINDA LOMELI an individual, on behalf of themselves and all other similarly situated;

Plaintiff,

v.

JACKSON HEWITT INC. a Virginia corporation; TAX SERVICES OF AMERICA, INC. a Delaware corporation doing business in California as JACKSON HEWITT TAX SERVICE; and DOES 1 through 50, inclusive,

Defendants.

Case No. BC682490

[Hon. Elishu M. Berle, Dept. 6]

CLASS ACTION

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND JUDGMENT THEREON

BY FAX

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1 This matter came on for hearing on February 4, 2021, at 9:00 a.m. in Department 6 of
2 the above-captioned court on Plaintiffs' Unopposed Motion for Final Approval of Class Action
3 Settlement and Unopposed Motion for Attorneys' Fees and Costs.

4 The Court, having considered the Class Action Settlement Agreement and First
5 Addendum to Class Action Settlement Agreement (the "Settlement")¹; having granted
6 preliminary approval of same and certification of the Class for settlement purposes only on
7 October 9, 2020; having entered an Order directing that notice be provided to the Class; having
8 conducted a hearing regarding whether the Settlement should be granted final approval; having
9 considered the pleadings filed by the respective Parties; and good cause appearing therefore:

10 HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

11 1. The Court has jurisdiction over the Parties and subject matter of the action;
12 2. The Court has determined that the Notice Packet fully and accurately informed
13 all Class Members of the material elements of the proposed Settlement, constituted the best
14 notice practicable under the circumstances, and constituted valid, due and sufficient notice to all
15 Class Members;
16

17 3. The Court hereby grants final approval of the \$1,290,000.00 Settlement as fair,
18 reasonable and adequate in all respects, determines that the Settlement was made in good faith
19 following arms' length negotiations, is non-collusive, and in the best interests of the Parties, and
20 orders the Parties to consummate the Settlement in accordance with the terms of the Settlement.

21 4. There were three Class Members who timely requested exclusion: Daniel David
22 Dante Silverman, Derek Deakin, and Oksana Sams. These three Class Members who timely
23 requested exclusion do not release their claims against Defendants and the portions of the Net
24 Settlement Fund allocated to these individuals will be distributed to Participating Class
25 Members. Court decrees that all remaining Class Members who have not opted out of the Class
26 Actions, after the entry of Final Judgment, be conclusively deemed to have released and forever
27

28 ¹ Unless otherwise specifically defined in this Order, any capitalized terms herein are defined as set forth in
the Settlement Agreement and General Release.

1 discharged the Defendants from all Released Claims.

2 5. In addition to any recovery that Class Representatives Alicia Aho and Linda
3 Lomeli may each receive under the Settlement, and in recognition of their efforts on behalf of
4 the Class, the Court approves the payment of an incentive award to the Class Representatives, in
5 the amount of \$5,000 to each Class Representative (\$10,000 total).

6 6. The Court approves the payment of attorneys' fees to Class Counsel in the sum
7 of \$425,700, and the reimbursement of litigation expenses in the sum of \$45,971.80. The
8 remainder of the allocated litigation expenses (\$4,028.20) will be added to the Net Settlement
9 Fund for the benefit of Participating Class Members.

10 7. The Court approves and orders payment in the amount of \$20,000.00 to
11 the Settlement Administrator, JND Legal Administration, for performance of its settlement
12 administration services.

13 8. The Court approves and orders payment in the amount of \$15,000 to the Labor
14 and Workforce Development Agency ("LWDA") as part of the Settlement Agreement's
15 \$20,000 PAGA payment.

16 9. In that there are no objections to the Settlement, the payments from the Net
17 Settlement Fund to Class Members shall be paid as set forth in the Settlement Agreement.

18 10. Without affecting the finality of this Final Judgment in any way, the Court
19 reserves exclusive and continuing jurisdiction over the action and the Parties for purposes of
20 supervising the implementation, enforcement, construction, administration and effectuation of
21 the Settlement.


22 11. The Administrator shall file a declaration confirming it complied with the
23 settlement terms and pay out of settlement funds on or before September 24, 2021.

24 12. The Court sets an OSC re Compliance with the Terms of the Settlement for
25 October 5, 2021 at 8:30 a.m. in Department 6 of the above-captioned Court.
26

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IT IS SO ORDERED.

Dated: 2/25, 2021


Hon. Elihu M. Berle
JUDGE OF THE SUPERIOR COURT

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1 **PROOF OF SERVICE**
2 (C.C.P. §§ 1013a and 2015.5)

3 I, Rachel Olague, declare as follows:

4 I am employed in the County of Los Angeles, State of California. I am over the age
5 of eighteen and not a party to the within action. My business address is 2298 E. Maple Avenue, El
6 Segundo, CA 90245.

7 On February 11, 2021, I served the foregoing document(s) described as
8 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
9 SETTLEMENT AND JUDGMENT THEREON** on the interested parties in this action as
10 follows:

11 **SEE SERVICE LIST**

12 BY MAIL: By placing (a true and correct copy [] an original) thereof enclosed
13 in a sealed envelope addressed as above, with postage thereon fully prepaid, in the U.S.
14 Mail at Los Angeles, California. I am readily familiar with the firm's practice of
15 collection and processing correspondence for mailing. Under that practice it would be
16 deposited with U.S. Postal Service on the same day with postage thereon fully prepaid
17 at Los Angeles, California, in the ordinary course of business. I am aware that on
18 motion of the party served, service is presumed invalid if postal cancellation date or
19 postage meter date is more than one day after date of deposit for mailing as stated in the
20 affidavit.

21 VIA CASE ANYWHERE: I hereby certify that this document was served from Los
22 Angeles, California, by e-mail delivery on the parties listed herein at their most recent
23 known email address or e-mail of record in this action through Case Anywhere system.

24 BY OVERNIGHT COURIER: I caused the above-referenced document(s) to be
25 delivered to Federal Express for delivery to the above address(es).

26 BY FAX: I transmitted a true copy of the foregoing document(s) this date from
27 telecopier number (310) 802-0500 to the facsimile number(s) shown above.

28 BY PERSONAL SERVICE: I caused such envelope to be delivered for service to the
recipient indicated above on the above-mentioned date, by providing same to Signal
Attorney Service, whose business address is 2200 E. 27th Street, Signal Hill, CA
90755, for personal delivery to the offices of addressee.

BY ELECTRONIC SERVICE: I caused the above-referenced document(s) to be
delivered to the above addressee(s) via electronic mail on this date.

I certify and declare under penalty of perjury under the laws of the State of
California and of the United States of America that the foregoing is true and correct.

Executed on February 11, 2021, at El Segundo, California.

/s/ Rachel Olague

Rachel Olague

02/03/2021

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SERVICE LIST

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*Attorneys for Alicia Aho and Linda Lomeli
and the Proposed Class*

03/03/2024

EXHIBIT 2

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FILED
Superior Court of California
County of Los Angeles

MAR 10 2020

Sherri R. Carter, Executive Officer/Clerk
By *[Signature]* Deputy
Marisela Fregoso

VIA FAX

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

EDWARD BARRAGAN, individually and on
behalf of other persons similarly situated,

Plaintiff,

v.

CONSOLIDATED ELECTRICAL
DISTRIBUTORS, INC., a Delaware
Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. BC706914

CLASS ACTION

Assigned for all Purposes to the:
Hon. Elihu M. Berle (Dept. 6)

**[proposed] ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND APPLICATION FOR
ATTORNEYS' FEES, COSTS, AND
SERVICE ENHANCEMENT**

Hearing Date: March 4, 2020
Hearing Time: 9:00 a.m.
Hearing Location: Dept. 6

Complaint Filed: May 22, 2018
FAC Filed: August 3, 2018
Trial Date: None Set

RECEIVED
LOS ANGELES SUPERIOR COURT

MAR 06 2020

I. LOVO

1 **TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:**

2 Plaintiff Edward Barragan ("Plaintiff" or "Barragan") filed a Motion for Final Approval of
3 Class Action Settlement and Applications for Attorneys' Fees, Costs, and Service Enhancement,
4 as set forth in the Joint Stipulation and Settlement Agreement (the "Settlement"), reached with
5 Defendant Consolidated Electrical Distributors, Inc. ("Defendant" or "CED"), which was
6 preliminarily approved by the Court on September 3, 2019. Good cause appearing, Plaintiff's
7 Motion is **GRANTED** and it is hereby ordered as follows:

8 1. The Court certifies for settlement purposes a settlement class comprised of "*All*
9 *current and former non-exempt hourly drivers who were employed by Consolidated Electrical*
10 *Distributors, Inc. in California at any time since May 22, 2014 through September 3, 2019 and who*
11 *did not elect to exclude themselves from the Settlement Class.*"

12 2. The Court, having fully and carefully considered the motions for preliminary and
13 final approval, including the evidence filed in support thereof, finds that good cause exists and finds
14 that the settlement is fair, reasonable, and adequate to the Settlement Class and to each Class
15 Member. The Settlement is hereby ordered finally approved and the Court directs that this Order
16 granting final approval of the Settlement shall be entered as a Final Judgment.

17 3. The Court further finds and determines that the Settlement Payments to be paid to
18 eligible, participating Settlement Class Members are fair and reasonable. The Court hereby gives
19 final approval to those amounts and orders that the Settlement Payments be made to the eligible,
20 participating Settlement Class Members, in accordance with the terms of the Settlement.

21 4. Notice was provided to the Class Members in compliance with the Settlement, due
22 process, and Rule 3.769 of the California Rules of Court ("CRC"). The Notice: (i) fully and
23 accurately informed Class Members about the lawsuit and settlement; (ii) provided sufficient
24 information so that Class Members were able to decide whether to accept the benefits offered, opt-
25 out and pursue their own remedies, or object to the proposed settlement; (iii) provided procedures
26 for Class Members to file objections to the proposed settlement, and (iv) provided the final fairness
27 hearing's date, time, and location. The Court finds that notice to the Settlement Class, including the
28 mailing of the Class Notice, as set forth in the Settlement Agreement, has been completed in

1 conformity with the Preliminary Approval Order, including individual notice to all Class Members
2 who could be identified through reasonable effort. The Court finds that said notice was the best
3 notice practicable under the circumstances, which satisfied the requirements of law and due process,
4 and was reasonably calculated, under all the circumstances, to apprise interested parties of the
5 pendency of the action and afford them the opportunity to present their objections. The Court finds
6 and determines that this notice procedure afforded due and adequate protections to the Settlement
7 Class Members and provides the basis for the Court to make an informed decision regarding
8 approval of the Settlement based on the response of the Settlement Class. The Class Notice
9 provided due and adequate notice of the proceedings of the matters set forth therein, including the
10 proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and
11 the Class Notice satisfied the requirements of due process. The Court finds that no member of the
12 Settlement Class filed any written objection to the proposed settlement as part of this notice process
13 and that no member of the Settlement Class stated an intention to appear at the final approval
14 hearing.

15 5. The Court orders that, contingent upon payment of the Settlement Funds per the
16 terms of the Settlement Agreement, any Class Member who did not timely file an exclusion in
17 accordance with the Settlement is hereby permanently enjoined and forever barred from instituting,
18 asserting or prosecuting, directly, representatively, derivatively or in any other capacity against the
19 Released Parties any and all released claims as set forth in the Settlement Agreement.

20 The three (3) individuals who submitted timely and valid requests for exclusion (*i.e.* "opt-
21 out's") from the Settlement are as follows: Mr. Martin Ray; Mr. Martin Garcia; Mr. Christopher
22 Mendoza.

23 6. The Court directs payment of Settlement Administration costs to CPT Group, Inc.
24 ("CPT") in the amount of \$13,000.00.

25 7. The Court awards Class Counsel the sum of \$12,000.00 for reimbursement of
26 incurred costs and the sum of \$271,666.00 for attorneys' fees.

27 8. The Court awards named Plaintiff Edward Barragan the sum of \$7,500 as a Class
28 Representative Service Enhancement.

1 9. In accordance with its duty under California Labor Code § 2699.3(b)(4), in reviewing
2 and approving of this Settlement, the Court directs payment of \$18,750.00 be sent to the State of
3 California Labor and Workforce Development Agency ("LWDA"), pursuant to the Private Attorneys
4 General Act ("PAGA").

5 10. The Court orders that, notwithstanding entry of final judgment and pursuant to
6 CRC 3.769(h), the Court shall retain continuing jurisdiction in this matter for the purposes of
7 interpreting or enforcing the Settlement or final judgment.

8 11. The Court hereby sets an OSC Re Settlement Administration and Final
9 Accounting for November 10, 2020 at 8:30 a.m. in Dept. 6 of this Court. Further, the Court
10 hereby orders counsel to file a Declaration from the Settlement Administrator (*i.e.* CPT) Re
11 Compliance with Settlement Administration and Final Accounting no later than November 3,
12 2020.

13
14 DATED: March 10, 2020



Honorable Judge Elihu M. Berle
Superior Court of the State of California,
County of Los Angeles

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1 Edward Barragan v. Consolidated Electrical Distributors, Inc.
2 Superior Court of California, County of Los Angeles
(Case No. BC706914)

3 **PROOF OF SERVICE**

4
5 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

6 I, the undersigned, am over the age of 18 years and not a party to this action. My
business address is 180 Broadway, Suite 1835, San Diego, California 92101.

7 On the date of execution hereof, I caused to be served the following attached document:

8 **[proposed] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL**
9 **OF CLASS ACTION SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES,**
10 **COSTS, AND SERVICE ENHANCEMENT**

11 on the interested parties in this action, addressed as follows:

12 **Counsel for Defendant Consolidated Electrical**
13 **Distributors, Inc.:**

14 Mr. Robert E. Mussig, Esq.
15 **Sheppard, Mullin, Richter & Hampton LLP**
16 333 South Hope Street, 43rd Floor
Los Angeles, California 90071-1422
Telephone: (213) 620-1780
Facsimile: (213) 620-1398
E-Mail: rmussig@sheppardmullin.com

17 *(via Case Anywhere only)*

Co-Counsel for Plaintiff Barragan:

Mr. Walter L. Haines, Esq.
United Employees Law Group, PC
5500 Bolsa Ave., Ste. 201
Huntington Beach, CA 92649
Telephone: (562) 256-1047
Facsimile: (562) 256-1006
E-Mail: admin@uelglaw.com


(via Case Anywhere only)

18 Using the following service method(s):

19 **[XX] BY ELECTRONIC SERVICE:** Pursuant to the Court's Order, the parties listed above
20 were served electronically with the document listed above via the "CaseAnywhere"
21 service. The transmission was reported as complete and without error. My electronic
notification address is: Alex@DychterLaw.com

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct.

24 Executed on March 6, 2020, at San Diego, California.

25 
26 Sara Trelford

VIA FAX

EXHIBIT 3

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RECEIVED
MAR 12 2021
FILED WINDOW

FILED
Superior Court of California
County of Los Angeles

MAR 17 2021

Sherri R. Carter, Executive Officer/Clerk
By Marisela Fregoso Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

FERNANDO BONOLA, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees,

Plaintiff,

vs.

SOCAL JIB FOOD MANAGEMENT, INC., a California corporation, doing business as JACK IN THE BOX; SB FOOD EXPRESS, INC., a California corporation, doing business as JACK IN THE BOX; and DOES 1 through 100, inclusive,

Defendants.

Case No. BC 690994

[Assigned for all purposes to the Honorable Elihu M. Berle, Dept. 6]

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

Date: March 8, 2021
Time: 9:00 a.m.
Dept: 6

[Filed concurrently with Motion for Final Approval of Class Action Settlement; Motion for Award of Class Representative Service Payment, *et al.*; Declaration of Plaintiff Fernando Bonola; and Declaration of Ronald H. Bae]

[Complaint filed: January 19, 2018]

FILE BY FAX

03/16/2021

1 This matter has come before the Hon. Elihu M. Berle in Department 6 of the Superior Court
2 of the State of California, for the County of Los Angeles, on Plaintiff and Class Representative
3 Fernando Bonola's ("Plaintiff" or "Class Representative") Motion for Final Approval of Class
4 Action Settlement, Attorneys' Fees, Expenses, and Service Award ("Motion for Final Approval"),
5 with Aequitas Legal Group appearing as counsel for Plaintiff and as Class Counsel on behalf of all
6 others similarly situated and other aggrieved employees, and Clark Hill LLP appearing as counsel
7 for Defendants SoCal JIB Food Management, Inc. and SB Food Express, Inc. ("Defendants").

8 On November 16, 2020, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
10 of the above-entitled action ("Action") in accordance with the Joint Stipulation and Agreement for
11 Class and Representative Action Settlement and Release ("Settlement," "Agreement,"
12 "Stipulation," or "Settlement Agreement"), which, together with the exhibits attached thereto, set
13 forth the terms and conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and oral
15 argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification of
24 the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby
25 defined to include: All current and former hourly-paid or non-exempt employees of Defendant in
26 California, at any time from January 19, 2014 up to and including April 29, 2020 ("Class" or "Class
27 Members").

28 4. The Notice of Class Action Settlement ("Class Notice") that was provided to the

1 Class Members, fully and accurately informed the Class Members of all material elements of the
2 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
3 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
4 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
5 California, the United States Constitution, due process and other applicable law. The Class Notice
6 fairly and adequately described the Settlement and provided the Class Members with adequate
7 instructions and a variety of means to obtain additional information.

8 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
9 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
10 specifically, the Court finds that the Settlement was reached following meaningful discovery and
11 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
12 adversarial, and arms-length negotiations between the parties; and that the terms of the Settlement
13 are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the
14 evidence presented, including evidence regarding the strength of Plaintiff's claims; the risk,
15 expense, and complexity of the claims presented; the likely duration of further litigation; the amount
16 offered in the Settlement; the extent of investigation and discovery completed; and the experience
17 and views of Class Counsel. The Court has further considered the absence of objections to the
18 Settlement and Requests for Exclusion submitted by Class Members. Accordingly, the Court hereby
19 directs that the Settlement be effectuated in accordance with the Settlement Agreement and the
20 following terms and conditions.

21 6. A full opportunity has been afforded to the Class Members to participate in the Final
22 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard.
23 The Class Members also have had a full and fair opportunity to exclude themselves from the
24 Settlement. Accordingly, the Court determines that all Class Members who did not submit a timely
25 and valid Request for Exclusion to the Settlement Administrator ("Settlement Class Members") are
26 bound by this Final Approval Order and Judgment.

27 7. The Court acknowledges that the following individuals timely and validly opted out
28 of the settlement: Jose L. Gonzalez, Marco Antonio Leon, and Ivon Romero. These three

17026169

1 individuals will therefore not be bound by the terms of the settlement.

2 8. The Court finds that payment of Administration Expenses in the amount of \$50,000
3 is appropriate for the services performed and costs incurred and to be incurred for the notice and
4 settlement administration process. It is hereby ordered that the CPT Group, Inc. shall issue payment
5 to itself in the amount of \$50,000, in accordance with the Settlement Agreement.

6 9. The Court finds that the Service Award sought is fair and reasonable for the work
7 performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement Administrator
8 issue payment in the amount of \$7,500 to Plaintiff Fernando Bonola for his Service Award,
9 according to the terms set forth in the Settlement Agreement.

10 10. The Court finds that the allocation of \$50,000 toward penalties under the California
11 Private Attorneys General Act of 2004 (“PAGA Payment”) is fair, reasonable, and appropriate, and
12 hereby approved. The Settlement Administrator shall distribute the PAGA Payment as follows: the
13 amount of \$37,500 to the California Labor and Workforce Development Agency, and the remaining
14 amount of \$12,500 to be part of the Net Settlement Amount for distribution to Settlement Class
15 Members, according to the methodology and terms set forth in the Settlement Agreement.

16 11. The Court finds that the request for attorneys’ fees in the amount of \$333,333.33 to
17 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
18 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and are
19 hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount
20 of \$333,333.33 for attorneys’ fees, in accordance with the Settlement Agreement.

21 12. The Court finds that reimbursement of litigation costs and expenses in the amount of
22 \$16,716.03 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
23 Settlement Administrator issue payment in the amount of \$16,716.03 to Class Counsel for
24 reimbursement of litigation costs and expenses, in accordance with the Settlement Agreement.

25 13. The Court hereby enters Judgment by which Settlement Class Members shall be
26 conclusively determined to have given a release of any and all Released Claims against the Released
27 Parties, as set forth in the Settlement Agreement and Class Notice.

28 14. It is hereby ordered that Defendants fund the Settlement in accordance with the

03/19/2021

1 methodology and terms set forth in Para. 6.4 of the Settlement Agreement.

2 15. It is hereby ordered that the Settlement Administrator shall distribute the settlement
3 funds in accordance with the methodology and terms set forth in Para. 6.5 of the Settlement
4 Agreement.


5 16. It is ordered that funds associated with any and all Individual Settlement Payment
6 checks issued to Settlement Class Members that have not been cashed or deposited within one
7 hundred eighty (180) calendar days from the date on which the checks are issued, shall be
8 transmitted to State of California's Unclaimed Property Fund in the Class Members' names.

9 17. After entry of this Final Approval Order and Judgment, pursuant to California Rules
10 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
11 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and resolve
12 any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any
13 dispute arising from or in connection with the distribution of settlement benefits.

14 18. Notice of entry of this Final Approval Order and Judgment shall be given to the Class
15 Members by posting a copy of the Final Approval Order and Judgment on CPT Group, Inc.'s
16 website or equivalent for a period of at least six months after the date of entry of this Final Approval
17 Order and Judgment. Individualized notice is not required.

18 19. The Court sets an OSC re: Compliance of Settlement Terms on November 30, 2021
19 at 8:30 a.m., and a report along with a declaration from the settlement administrator shall be filed
20 by November 19, 2021.

21
22 Dated: 3/17/21

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24 
25 HONORABLE ELIHU M. BERLE
26 JUDGE OF THE SUPERIOR COURT OF
27 THE STATE OF CALIFORNIA
28

03/15/2021

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PROOF OF SERVICE

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 my business address is 1156 E. Green Street, Suite 200, Pasadena, California 91106.

On March 12, 2021, I served the document described as **[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT** on the following interested parties and/or their counsel in this action by the method(s) noted below:

Beth A. Kahn
Autumn L. Moore
Ryan C. McKim
CLARK HILL LLP
1055 W. Seventh Street, 24th Floor
Los Angeles, CA 90017
Telephone: (213) 891-9100
Facsimile: (213) 488-1178
Emails: bkahn@clarkhill.com
amoore@clarkhill.com
rmckim@clarkhill.com

Attorneys for Defendant SOCAL JIB FOOD MANAGEMENT, INC.
and SB FOOD EXPRESS, INC.

- (BY FIRST CLASS MAIL):** I caused an envelope containing the above-described document to be deposited in the United States mail at Pasadena, California. The envelope was mailed with postage thereon fully prepaid.
- (BY EXPRESS MAIL):** I placed the above-described document in an envelope for collection and delivery on this date in accordance with the standard express mail procedures of the United States Postal Service.
- (BY EMAIL):** The above-described document was emailed to the above addressee(s)' email address(es) as a courtesy.
- (BY ELECTRONIC SERVICE):** I caused the above-described document to be served electronically via File & ServeXpress (authorized and court-approved Electronic Filing Service Provider).
- (BY PERSONAL SERVICE):** I personally served the above-described document to the above addressee(s) on this day.
- (STATE):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 12, 2021 at Pasadena, California.



CYNTHIA HERNANDEZ

03/15/2021

EXHIBIT 4

1 Harout Messrelian, Esq.
2 Maralle Messrelian | Of Counsel
3 MESSRELIAN LAW INC.
4 500 N. Central Ave., Suite 840
5 Glendale, CA 91203
6 818.484.6531; 818.956.1983 (Fax)
7 hm@messrelianlaw.com
8 maralle@messrelianlaw.com

FILED
Superior Court of California
County of Los Angeles
03/06/2023

David W. Slayton, Executive Officer / Clerk of Court
By: M. Fregoso Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
(UNLIMITED JURISDICTION)

9 CARINA CAMBEROS, on behalf of herself
10 and others similarly situated,

11 *Plaintiff(s),*

12 vs.

13 GREAT AMERICAN CHICKEN CORP, INC.;
14 and DOES 1 thru 50, inclusive,

15 *Defendant(s).*
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Case No.: 21STCV32015

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Action filed: August 30, 2021
Hearing Date: February 28, 2023
Hearing Time: 10:00 a.m.
Hearing Dept: SS-6, Hon. Elihu M. Berle

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiff Carina Camberos
3 (“Plaintiff”) against Defendant Great American Chicken Corp, Inc. (“Defendant”) (Plaintiff and
4 Defendant are collectively referred to as the “Parties”). The Motion for Final Approval of Class
5 Action Settlement came before this Court on February 28, 2023.

6 On October 18, 2022, this Court entered an order granting preliminary approval of the
7 Parties’ Second Amended Settlement Agreement and Release of Claims (“Settlement”). The
8 Parties have applied to the Court for an order granting final approval of the Settlement Agreement.
9 The Settlement Agreement sets forth the terms and conditions of the proposed Settlement and for
10 entry of an order of final approval and entry of final judgment thereon. Upon consideration of the
11 Joint Motion for Final Approval of Class Action Settlement; Motion for Approval of Attorneys’
12 Fees and Costs, and all accompanying evidence, and good cause appearing, **THE COURT**
13 **HEREBY ORDERS AS FOLLOWS:**

14 1. The Court has personal jurisdiction over all Settlement Class Members and has
15 subject matter jurisdiction to approve the Settlement;

16 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and
17 in compliance with California Code of Civil Procedure, the California and United States
18 Constitutions (including the due process clauses), the California Rules of Court and any other
19 applicable law, and in the best interest of each of the Parties and the Class members and is hereby
20 finally approved in all respects.

21 3. The Parties are directed to perform the terms of the Settlement as described in the
22 Settlement Agreement according to its terms and provisions.

23 4. The Settlement Agreement is binding on Plaintiff and all other Settlement Class
24 Members, except those who timely and properly filed Requests for Exclusion.

25 5. No class members have objected or opted out of the Settlement.

26 6. It is ordered that the Settlement Class is certified for settlement purposes only. The
27 Court finds that an ascertainable class exists and a well-defined community of interest exists
28 in the questions of law and fact involved because in the context of the Settlement: (i) there are

1 questions of law and fact common to the Class Members for the purposes of this Settlement which,
2 as to the Settlement and all related matters, predominate over any individual questions; (ii) the
3 Claims of Plaintiff are typical of the Claims of the Class members for the purposes of this
4 Settlement; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and
5 Plaintiff's Attorneys have fairly and adequately represented and protected the interests of the Class
6 Members.

7 7. The Court finds that the Notice and notice methodology implemented pursuant to
8 this Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably
9 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the
10 Action, their right to object to or exclude themselves from the proposed Settlement and their right
11 to appear at the Final Fairness and Approval Hearing; (iii) were reasonable and constituted due,
12 adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable
13 requirements of the California Code of Civil Procedure, the California and United States
14 Constitution (including the Due Process Clause), the California Rules of Court and any other
15 applicable law.

16 8. The Settlement Class is hereby made final. The Settlement Class is defined as:
17 any and all non-exempt California employees of Great American Chicken Corp, Inc. who worked
18 between January 1, 2020 and October 7, 2022.

19 9. Pursuant to the Settlement, upon entry of this order, Plaintiff and each
20 Participating Settlement Class Member shall fully release and discharge the Released Parties from:
21 any and all claims, demands, rights, liabilities, and/or causes of action of any nature
22 and description whatsoever, known or unknown, in law or in equity, whether
23 concealed or hidden, which arose at any time during the Class Period based on the
24 facts or claims asserted by Plaintiff Carina Camberos in any pleading in the Action
25 on her own behalf or on behalf of a putative class member or similarly situated
26 employee, or based on any facts, transactions, events, occurrences, acts,
27 disclosures, statements, omissions, or failures that arise out of, in any way, the
28 claims made and facts alleged in the Action, including without limitation violations
of any state or federal statutes, rules, or regulations (including the Fair Labor
Standards Act), or for penalties under the Private Attorneys General Act based on
an assertion that Released Parties: (1) failed to provide meal periods under Labor
Code §§ 226.7 and 512; (2) failed to provide rest periods under Labor Code § 226.7;
(3) failed to pay for overtime worked under Labor Code § 510; (4) willfully failed
to pay wages and minimum wages under Labor Code §§ 204, 216, 221, and 1194;
(5) failed to provide itemized and accurate wage statements under Labor Code §§
226 and 1174; (6) failed to pay waiting time penalties under Labor Code §§ 201-

1 203; (7) failed to reimburse for necessary business expenditures under Labor Code
2 § 2802; (8) failed to provide a suitable rest area and seating for employees pursuant
3 to IWC Wage Orders #5, sections 13(b) and 14; and (9) violated the Fair Labor
4 Standards Act.

5 10. In addition, pursuant to the Settlement, upon entry of this order, Plaintiff and each
6 Participating Settlement Class Member shall fully release and discharge the Released Parties from
7 any and all PAGA claims alleged in any pleading in the Action or that could have been alleged
8 based upon the facts and circumstances alleged in the Class/PAGA Complaint.

9 11. The Settlement provides Settlement Proceeds of \$106,000.00. The Net Settlement
10 Amount shall be determined according to the terms of the Settlement.

11 12. The Court orders the calculations and the payments to be made and administered in
12 accordance with the terms of the Settlement.

13 13. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
14 Settlement Class for purposes of entering into and implementing the settlement. The Court hereby
15 confirms Messrelian Law and attorney Harout Messrelian and Haig B. Kazandjian Lawyers, APC
16 and attorney Haig B. Kazandjian as Class Counsel.

17 14. The Court hereby finds the unopposed application of Class Counsel for an award
18 of attorneys' fees and costs provided for under the Settlement to be fair and reasonable in light of
19 all the circumstances, and is hereby granted. Of the Settlement Proceeds, \$35,333.33 shall be paid
20 for attorneys' fees and \$7,000.00 for litigation costs.

21 15. The unopposed application for a Class Representative Incentive Award is hereby
22 granted. Of the Settlement Proceeds, a \$1,000.00 Incentive Award shall be allocated to Plaintiff
23 Carina Camberos.

24 16. The unopposed application of Class Counsel for Settlement Administration Costs
25 to Simpluris, Inc. is hereby granted. Of the Settlement Proceeds, \$13,500.00 shall be paid to the
26 Settlement Administrator for Settlement Administration Costs.

27 17. The Court approves the PAGA penalties in the amount of \$5,000.00. The Court
28 approves 75% of the PAGA penalties being allocated to the LWDA, in the amount of \$3,750.00,
and directs that the remaining 25% of the PAGA Penalties, in the amount of \$1,250.00, shall be
allocated to the Aggrieved Employees.

1 18. If a Class Member does not cash his or her settlement check (including the
2 Settlement Check and/or PAGA Check) within 180 days, the uncashed funds and any interest
3 accrued thereon shall be transmitted by the Settlement Administrator to the non-profit Bet Tzedek
4 Legal Services pursuant to California Code of Civil Procedure section 384(b).

5 19. Defendant shall have no further liability for costs, expenses, interest, or attorneys'
6 fees except as provided for in the Settlement Agreement.

7 20. The Parties are ordered to give notice to all Class Members in accordance with
8 California Rules of Court, rule 3.771(b).

9 21. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. § 664.6, the Court
10 shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well
11 as the administration and enforcement of the terms of the Settlement of this action to enforce the
12 terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
13 continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the
14 administration and enforcement of the Settlement.

15 22. The Court sets a compliance hearing for November 14, 2023. No later than
16 November 7, 2023, the Parties shall file a compliance report specifying the total amount paid to
17 class members, and the residual of unclaimed funds that will be paid to the non-profit organization
18 specified above, along with a proposed amended judgment directing payment of the residual funds
19 pursuant to Code of Civil Procedure section 384

20
21 **IT IS SO ORDERED.**

22
23 Dated 3-06-23



Elihu M. Berle

Elihu M. Berle / Judge
THE HONORABLE ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT

EXHIBIT 5

ORIGINAL

1 RACHELE R. BYRD (190634)
byrd@whafh.com
2 BRITTANY N. DEJONG (258766)
dejong@whafh.com
3 **WOLF HALDENSTEIN ADLER**
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5 Telephone: (619) 239-4599
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FILED
Superior Court of California
County of Los Angeles

JUN 29 2021

Sherri R. Carter, Executive Officer/Clerk
By Marsela Fregoso Deputy

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Facsimile: (310) 474-8585

Counsel for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN THE COUNTY OF LOS ANGELES

FAXED

KYNDAL CHRISTOFFERSON, NATALIE
GERACE, AND ERIN RATELLE,
individually and on behalf of all others
similarly situated,

Case No. 19STCV11000

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Plaintiffs,

(COMPLEX LITIGATION
PROGRAM-CLASS ACTIONS)

v.

CREATION ENTERTAINMENT, INC.,

Case Assigned for All purposes to
Judge Elihu M. Berle

Defendant.

DEPT.: 6

RECEIVED
JUN 10 2021
Room 106

07/01/2021

1 On March 8, 2021, the Court entered an order granting preliminary approval (the
2 “Preliminary Approval Order”) to the January 15, 2021 First Amended Settlement Agreement and
3 Release (“Settlement Agreement”) between Plaintiffs Kyndal Christofferson, Natalie Gerace and
4 Erin Ratelle, individually and on behalf of the Settlement Class (as defined below) and Defendant
5 Creation Entertainment, Inc. (“Creation”).¹

6 Commencing on March 24, 2021, pursuant to the notice requirements in the Settlement
7 Agreement and the Preliminary Approval Order, CPT Group (the “Claims Administrator”) provided
8 Notice to Settlement Class Members in compliance with Section IV of the Settlement Agreement
9 and the Notice Program, due process, and California Rules of Court, rule 3.769. The notice:

10 (a) fully and accurately informed Settlement Class Members about the Litigation and the
11 existence and terms of the Settlement Agreement;

12 (b) advised Settlement Class Members of their right to request exclusion from the Settlement
13 and provided sufficient information so that Settlement Class Members were able to decide
14 whether to accept the benefits offered, opt out and pursue their own remedies, or object to
the proposed Settlement;

15 (c) provided procedures for Settlement Class Members to file written objections to the
16 proposed settlement, to appear at the Final Approval Hearing, and to state objections to the
proposed Settlement; and

17 (d) provided the time, date, and place of the Final Approval Hearing.

18 On June 24, 2021, the Court held a Final Approval Hearing to determine whether the
19 proposed Settlement is fair, reasonable and adequate and whether judgment should be entered. The
20 Court reviewed (a) the Motion for Final Approval (the “Motion”) and all supporting materials,
21 including but not limited to the Settlement Agreement; (b) any objections filed with or presented to
22 the Court; and (c) the Parties’ responses to any objections. The Court also considered the oral
23 argument of counsel and any objectors who appeared. Based on this review and the findings below,
24 the Court finds good cause to grant the Motion.

25 ///

26 _____
27 ¹ Capitalized terms used in this Final Approval Order shall have the same meaning as defined
28 in the Settlement Agreement unless otherwise expressly stated.

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IT IS HEREBY ORDERED:

1. The Court has jurisdiction over the subject matter of this Litigation, all claims raised therein, and all Parties thereto, including the Settlement Class.

2. The Settlement Agreement is fair, reasonable, adequate and in the best interests of Settlement Class Members. The Settlement Agreement was negotiated at arm's-length, in good faith and without collusion, by capable and experienced counsel, with full knowledge of the facts, the law, and the risks inherent in litigating the Litigation, and with the active involvement of the Parties. Moreover, the Settlement Agreement confers substantial benefits on the Settlement Class Members, is not contrary to the public interest, and will provide the Parties with repose from litigation. The Parties faced significant risks, expense, and uncertainty from continued litigation of this matter, which further supports the Court's conclusion that the Settlement is fair, reasonable, adequate and in the best interests of the Settlement Class Members.

3. The Court grants final approval of the Settlement Agreement in full, including but not limited to the releases therein and the procedures for distribution of the Settlement Fund. All Settlement Class Members who have not excluded themselves from the Settlement Class are bound by this Final Approval Order and Judgment ("Final Approval Order").

4. The Parties shall carry out their respective obligations under the Settlement Agreement in accordance with its terms. The relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim forms, pursuant to the terms and conditions in the Settlement Agreement. The Settlement Agreement is incorporated herein in its entirety as if fully set forth herein and shall have the same force and effect of an order of this Court.

OBJECTIONS AND REQUESTS FOR EXCLUSION

5. No Settlement Class Members have objected to any aspect of the Settlement. The Court has considered all objections and finds that they do not warrant or support rejection or non-approval of the Settlement. All objections are hereby overruled in all respects. All persons who did

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1 not object to the Settlement in the manner set forth in the Settlement Agreement are deemed to have
2 waived any objections, including but not limited to by appeal, collateral attack, or otherwise.

3 6. Attached hereto as **Exhibit A** is a list of persons who made valid and timely requests
4 to be excluded from the Settlement and the Settlement Class (the "Opt-Out Members"). The Opt-
5 Out Members are not bound by the Settlement Agreement and this Final Approval Order and shall
6 not be entitled to any of the benefits afforded to Settlement Class Members under the Settlement
7 Agreement.

8 **CERTIFICATION OF THE SETTLEMENT CLASS**

9 7. Solely for purposes of the Settlement Agreement and this Final Approval Order, the
10 Court hereby certifies the following Settlement Class:

11 all individuals residing in the United States who used a payment card to make a
12 purchase from Creation and whose Personal Information was accessed and/or
13 compromised by unauthorized individuals as part of the Security Incident.

14 8. The Court incorporates its preliminary conclusions in the Preliminary Approval
15 Order regarding the satisfaction of California Rules of Court, Rule 3.769. Because the Settlement
16 Class is certified solely for purposes of settlement, the Court need not address any issues of
17 manageability for litigation purposes.

18 9. The Court grants final approval to the appointment of Representative Plaintiffs
19 Kyndal Christofferson, Natalie Gerace and Erin Ratelle as the Class Representatives, and concludes
20 that they have fairly and adequately represented the Settlement Class and shall continue to do so.

21 10. The Court grants final approval to the appointment of the law firms of Wolf
22 Haldenstein Adler Freeman & Herz LLP, Chimicles Schwartz Kriner & Donaldson-Smith LLP and
23 Ahdoot & Wolfson, PC as Class Counsel. Class Counsel have fairly and adequately represented the
24 Settlement Class and shall continue to do so.

25 **NOTICE TO THE CLASS**

26 11. The Court finds that the Notice Program, set forth in the Settlement Agreement and
27 effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under
28

1 the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient
2 notice to the Settlement Class regarding the existence and nature of the Litigation, certification of
3 the Settlement Class for settlement purposes only, the existence and terms of the Settlement
4 Agreement, and the rights of Settlement Class members to exclude themselves from the Settlement
5 Agreement, to object and appear at the Final Approval Hearing, and to receive benefits under the
6 Settlement Agreement; and (iii) satisfied the requirements of the California Code of Civil Procedure,
7 California Rules of Court, United States Constitution, and all other applicable law.

8 **ATTORNEYS' FEES AND COSTS, SERVICE AWARDS**

9 12. The Court awards Class Counsel \$313,500 in fees and reimbursement of
10 \$ 20,000 in costs. The Court finds these amounts to be fair and reasonable. Payment shall
11 be made from the Settlement Fund pursuant to the procedures in paragraph 9.3 of the Settlement
12 Agreement.

13 13. The Court awards Representative Plaintiffs Kyndal Christofferson, Natalie Gerace
14 and Erin Ratelle \$2,500.00 each as a service award. The Court finds this amount is justified by
15 their service to the Settlement Class. Payment shall be made from the Settlement Fund pursuant to
16 the procedures in paragraph 9.3 of the Settlement Agreement.

17 **RELEASE**

18 14. Each Settlement Class Member, including Representative Plaintiffs, are: (1) deemed
19 to have completely and unconditionally released, forever discharged and acquitted Creation and
20 the Released Persons from all claims arising out of or asserted in the Litigation and all Released
21 Claims released under the Settlement Agreement; and (2) barred and permanently enjoined from
22 asserting, instituting, or prosecuting, either directly or indirectly, these claims. The full terms of
23 the release described in this paragraph are set forth in Paragraphs 1.23-1.24 and 8.1 of the
24 Settlement Agreement and are specifically approved and incorporated herein by this reference (the
25 "Release"). In addition, Representative Plaintiffs are deemed to have waived (i) the provisions of
26 California Civil Code § 1542, which provides that a general release does not extend to claims that
27 the creditor does not know or suspect to exist in his or her favor at the time of executing the release,
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1 which if known by him or her must have materially affected his or her settlement with the debtor,
2 and (ii) any law of any state or territory of the United States that is similar, comparable, or
3 equivalent to California Civil Code § 1542.

4 15. The Settlement Agreement and this Final Approval Order apply to all claims or
5 causes of action settled under the Settlement Agreement, and binds Representative Plaintiffs and
6 all Settlement Class Members who did not properly request exclusion. The Settlement Agreement
7 and this Final Approval Order shall have maximum *res judicata*, collateral estoppel, and all other
8 preclusive effect in any and all causes of action, claims for relief, suits, demands, petitions, or any
9 other challenges or allegations that arise out of or relate to the subject matter of the Litigation and/or
10 the Complaint.

11 **OTHER PROVISIONS**

12 16. The Settlement Fund, consisting of nine hundred fifty thousand dollars and no cents
13 (\$950,000.00) shall be used to pay all Awards and payments to Settlement Class Members, costs of
14 Claims Administration, the Attorneys' Fees and Expenses Award to Class Counsel, and the
15 Representative Plaintiffs' Award.

16 17. If any money remains in the Settlement Fund after the payment of all Settlement
17 Payments to Settlement Class Members, costs of Claims Administration, the Attorneys' Fees and
18 Expenses Award to Class Counsel, and the Representative Plaintiffs' Award, the Court directs the
19 Parties and the Claims Administrator to distribute all such remaining funds to the *cy pres* recipient
20 named in Paragraph 7.6 of the Settlement Agreement. The Court finds that Public Justice, as the *cy*
21 *pres* recipient, will use the funds in a way that provides an indirect benefit to the Settlement Class
22 Members consistent with the Settlement Class Members' claims asserted in the Litigation.

23 18. The Settlement Agreement and this Final Approval Order, and all documents,
24 supporting materials, representations, statements and proceedings relating to the Settlement, are not,
25 and shall not be construed as, used as, or deemed evidence of, any admission by or against Creation
26 of liability, fault, wrongdoing, or violation of any law, or of the validity or certifiability for litigation
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1 purposes of the Settlement Class or any claims that were or could have been asserted in the
2 Litigation.

3 19. The Settlement Agreement and this Final Approval Order, and all documents,
4 supporting materials, representations, statements and proceedings relating to the Settlement shall
5 not be offered or received into evidence, and are not admissible into evidence, in any action or
6 proceeding, except that the Settlement Agreement and this Final Approval Order may be filed in
7 any action by Creation or the Settlement Class Members seeking to enforce the Settlement
8 Agreement or the Final Approval Order.

9 20. Consistent with Paragraph 10.2 of the Settlement Agreement, if the Effective Date
10 does not occur for any reason, the following will occur: (a) the Final Approval Order and Judgment
11 and all of their provisions, will be vacated, including, but not limited to the Attorneys' Fees and
12 Expenses Award and the Representative Plaintiffs' Award, and the Final Approval Order will not
13 waive, release or otherwise impact the Parties' rights or arguments in any respect; and
14 (b) the Litigation will revert to the status that existed before the Settlement Agreement's execution
15 date, and the Parties shall be restored to their respective positions in the Litigation as if the
16 Settlement Agreement had never been entered into. No term or draft of this Settlement Agreement
17 or any part of the Parties' settlement discussions, negotiations, or documentation will have any effect
18 or be admissible in evidence for any purpose in the Litigation.

19 21. Without affecting the finality of this Final Approval Order, the Court will retain
20 jurisdiction over this Litigation and the Parties with respect to the interpretation, implementation
21 and enforcement of the Settlement Agreement for all purposes.

22 *22. OSC re compliance with settlement is set for 7/28/22 at 8:30 am*
23 NOW, THEREFORE, the Court hereby enters judgment in this matter pursuant to
24 California Rules of Court, rule 3.769(h). *Report is due 7/18/22*

25 IT IS SO ORDERED:

26 Dated: June 29, 2021

27 
28 THE HONORABLE ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT

07/01/2021

07/01/2021

EXHIBIT A

Christofferson, et al. v. Creation Entertainment, Inc.
Superior Court of the State of California, County of Los Angeles
Case No. 19STCV11000

Request for Exclusion List

CPT ID	Name
78203	Suzuki, Debra

07/01/2021

EXHIBIT 6

1 Michael Nourmand, Esq. (SBN 198439)
2 James A. De Sario, Esq. (SBN 262552)
3 **THE NOURMAND LAW FIRM, APC**
4 8822 West Olympic Boulevard
5 Beverly Hills, California 90211
6 Telephone: (310) 553-3600
7 Facsimile: (310) 553-3603
8 mnourmand@nourmandlawfirm.com
9 jdesario@nourmandlawfirm.com

10 Attorneys for Plaintiff,
11 MASSIMO DEMORI, on behalf of himself and all
12 others similarly situated

13 Lauren J. Katunich (Bar No. 227599)
14 lkatunich@raineslaw.com
15 Allison S. Wallin (Bar No. 313185)
16 awallin@raineslaw.com
17 **RAINES FELDMAN LLP**
18 1800 Avenue of the Stars, 12th Floor
19 Los Angeles, California 90067
20 Telephone: (310) 440-4100
21 Facsimile: (310) 691-1943/310-860-2624

22 Attorneys for Defendant, KILLER PIZZA ENTERPRISES, INC.

23 SUPERIOR COURT OF THE STATE OF CALIFORNIA
24 COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

25 MASSIMO DEMORI, on behalf of himself
26 and all others similarly situated,

27 Plaintiff,

28 v.

29 KILLER PIZZA ENTERPRISES, INC., a
30 California corporation; and DOES 1 through
31 100, Inclusive,

32 Defendants.

Case No.: BC707668

[Assigned for All Purposes to the Hon. Elihu M. Berle, Dept. SS-6]

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT AWARD**

Date: December 9, 2019

Time: 10:00 a.m.

Judge: Elihu M. Berle, SS Dept. 6

Complaint Filed: May 30, 2018

FILED
Superior Court of California
County of Los Angeles

JAN 10 2020

Sheri R. Carter, Executive Officer/Clerk
By: *[Signature]* Deputy
Marisela Fregoso

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LOS ANGELES SUPERIOR COURT
NOV 12 2019

I. LOVO

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1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 This matter having come before the Court on December 9, 2019 for final fairness hearing
3 pursuant to the Order of this Court dated August 22, 2019 granting preliminary approval
4 (“Preliminary Approval Order”) of the class settlement upon the terms set forth in the Joint
5 Stipulation for Class Action Settlement, Amendment to Joint Stipulation for Class Action
6 Settlement, and Further Amendment to Joint Stipulation for Class Action Settlement (collectively
7 “Settlement Agreement”) submitted in support of Motion for Preliminary Approval of Class
8 Settlement; and due and adequate notice having been given to the Class Members as required in
9 Preliminary Approval Order and the Court having considered all papers filed and proceedings had
10 herein and otherwise being fully informed and good cause appearing therefor, it is hereby

11
12 **ORDERED, ADJUDGED AND DECREED THAT:**

13 1. The Motion for Final Approval of Class Action Settlement, Enhancement Award
14 and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

15 2. All terms used herein shall have the same meaning as defined in the Settlement
16 Agreement.

17 3. This Court has jurisdiction over the subject matter of this litigation and over all
18 Parties to this litigation, including all Class Members.

19 4. Distribution of the Notice of Proposed Class Action Settlement (“Class Notice”)
20 directed to the Class Members as set forth in the Settlement Agreement and the other matters set
21 forth herein have been completed in conformity with the Preliminary Approval Order, including
22 individual notice to all Class Members who could be identified through reasonable effort, and was
23 the best notice practicable under the circumstances. This Class Notice provided due and adequate
24 notice of the proceedings and of the matters set forth therein, including the proposed class
25 settlement set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and
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1 the Class Notice fully satisfied the requirement of due process.

2 5. No Class Member has opted-out of the settlement. No Class Member objected to
3 the settlement.

4 6. The Court further finds that the settlement is fair, reasonable and adequate and that
5 plaintiffs have satisfied the standards and applicable requirements for final approval of class
6 action settlement under California law, including the provisions of California Code of Civil
7 Procedure §382 and Federal Rules of Civil Procedure 23, approved for use by the California state
8 courts in Vasquez v. Superior Court (1971) 4 Cal.3d 800, 821.

9
10 7. This Court hereby approves the class settlement set forth in the Settlement
11 Agreement and finds that the settlement is, in all respects, fair, adequate and reasonable and
12 directs the parties to effectuate the settlement according to its terms. The Court finds that the
13 settlement has been reached as a result of intensive, serious and non-collusive arms length
14 negotiations. The Court further finds that the parties have conducted extensive and costly
15 investigation and research and counsel for the parties are able to reasonably evaluate their
16 respective positions. The Court also finds that settlement at this time will avoid additional
17 substantial costs, as well as avoid the delay and risks that would be presented by the further
18 prosecution of the action. The Court has noted the significant benefits to the Class Members
19 under the settlement. The Court also finds that the class is properly certified as a class for
20 settlement purposes only.
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23 8. For settlement purposes only, the Court certifies the following class: all current
24 and former hourly non-exempt employees of defendant Killer Pizza Enterprises, Inc.
25 (“Defendant”) in California, who did not execute a release agreement with Defendant for the
26 claims asserted in plaintiff Massimo Demori’s (“Plaintiff”) Complaint, at any time during the
27 period of May 30, 2014 through December 31, 2018.
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1 9. Class Members, except those that have submitted a valid and timely request to be
2 excluded from the Settlement Agreement, release and discharge Defendant and all of its past,
3 present and future agents, employees, servants, officers, directors, partners, trustees,
4 representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors,
5 related corporations, divisions, joint venturers, assigns, predecessors, successors, service
6 providers, insurers, consultants, subcontractors, joint employers, employee benefit plans and
7 fiduciaries thereof, affiliated organizations, and all persons acting under, by, through or in concert
8 with them ("Released Parties") from all wage and hour claims, whether known or unknown, that
9 were asserted or could have been asserted, arising from, could have been asserted, or related in
10 any way to the claims asserted in the Action, or that could have been asserted in the Action based
11 on the facts alleged in the Action, against Defendant, under state, or local laws, and/or
12 ordinances, including statutory, or common law claims for unpaid overtime wages, penalties,
13 interest, attorneys' fees, litigation costs, restitution, equitable relief or other relief under Business
14 & Professions Code section 17200, et seq. based on the alleged Labor Code violations, including
15 the following claims for : (a) failure to pay overtime wages to employees for all overtime hours
16 worked; (b) failure to properly provide meal periods and/or pay premiums for missed, late, short
17 or interrupted meal periods as required by Labor Code section 226.7; (c) failure to properly
18 provide rest periods and/or authorize and permit rest periods, to pay premiums for missed rest
19 periods as required by Labor Code section 226.7; (d) failure to issue proper wage statements to
20 employees; (e) failure to timely pay wages to separated employees for claims that Defendant
21 violated Labor Code sections 201 or 202, and any claim for waiting time penalties under Labor
22 Code section 203; (f) unfair business practices in violation of Business and Professions Code
23 sections 17200, et seq. arising out of any or all of the aforementioned claims; and (g) any and all
24 civil penalties pursuant to the Private Attorneys General Act ("PAGA") of 2004 arising out of any
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1 or all of the aforementioned claims. The Released Claims include all such claims arising under
2 the California Labor Code (including, sections 201, 202, 203, 218.5, 218.6, 226, 226.7, 510,
3 512, 1194, and 2698 et seq.); the applicable Wage Orders of the California Industrial Welfare
4 Commission; and California Business and Professions Code section 17200 et seq., or any Labor
5 Code sections arising out of any or all of the aforementioned claims.
6

7 10. Nothing contained in this Settlement Agreement shall be construed or deemed an
8 admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of
9 the parties has entered into this Settlement Agreement with the intention to avoid further disputes
10 and litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be
11 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,
12 interpret, or enforce its terms.
13

14 11. The Settlement Agreement provides for the "Gross Settlement Amount" in the
15 amount of \$235,000.00. From the Gross Settlement Amount individual settlement payments to
16 Class Members, Court approved attorneys' fees and costs, the claims administrative costs, the
17 class representative's enhancement fee, and payment to the LWDA for PAGA penalties in the
18 amount of \$3,750.00 shall be deducted. Defendant's employer's share of payroll taxes for the
19 wage portion of the individual settlement payment will be paid by Defendant in addition to the
20 Gross Settlement Amount. The payment of the settlement funds by Defendant and payment of
21 individual settlement checks to Class Members will be made as set forth in the Settlement
22 Agreement.
23

24 12. The Court hereby awards Class Counsel attorneys' fees in the total amount of
25 \$78,333.33 which is approximately 33.33% of the Gross Settlement Amount and to be deducted
26 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of
27 \$12,391.67 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be
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1 paid by the Claims Administrator from the Gross Settlement Amount as set forth in the
2 Settlement Agreement.

3 13. The Court hereby approves an enhancement fee to Named Plaintiff in the amount
4 ~~\$10,000.00~~ ^{\$7,500.00}. Payment for the enhancement fee will be paid by the Claims Administrator from
5 the Gross Settlement Amount as set forth in the Settlement Agreement.
6

7 14. The Court hereby approves the claims administrator's fees and cost in the amount
8 of \$10,500. The Claims Administrator, CPT Group, Inc., shall be paid the cost of administration
9 of the settlement from the Gross Settlement Amount.

10 15. Except as expressly provided herein, the parties each shall bear all of their own
11 fees and costs in connection with this matter.

12 16. The Court approves the Named Plaintiff Massimo Demori as class representative.

13 17. The Court approves Michael Nourmand, Esq. and James A. De Sario, Esq. of The
14 Nourmand Law Firm, APC as class counsel.
15

16 18. The Court approves CPT Group, Inc. as the Claims Administrator.

17 19. Upon completion of administration of the settlement, the claims administrator shall
18 execute a declaration with a final reporting with respect to the final distribution and payment of
19 the individual settlement payments to participating Class Members. The declaration regarding
20 distribution from the claims administrator must be filed with the Court by 9/4, 2019.
21 *OSC re compliance 9/11/20 8:30 am*

22 20. The Court finds that class settlement on the terms set forth in the Settlement
23 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise
24 of the released claims against Defendant.

25 21. The Court finds the class settlement on the terms set forth in the Settlement
26 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise
27 of the released claims against Defendant. Without affecting the finality of the Judgment in any
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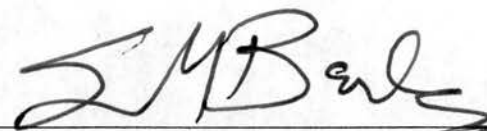
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1 way, this Court hereby retains continuing jurisdiction over the interpretation, implementation and
2 enforcement of the settlement and all orders and judgments entered in connection therewith.

3 **IT IS SO ORDERED.**

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5 DATED: 1/10/20

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7 Honorable Judge Elihu M. Berle
8 JUDGE OF THE SUPERIOR COURT

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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within entitled action; my business address is 8822 West Olympic
Boulevard, Beverly Hills, California 90211.

5 On November 11, 2019, I served the following document(s) described as:

6 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION**
7 **SETTLEMENT, APPLICATION FOR ATTORNEYS' FEES AND COSTS, AND**
ENHANCEMENT AWARD

8 on the interested parties in this action as follows:

9 Lauren J. Katunich, Esq.
Allison Wallin, Esq.
10 RAINES FELDMAN LLP
1800 Avenue of the Stars, 12th Floor
11 Los Angeles, California 90067

12 BY NOTICE OF ELECTRONIC FILING THROUGH CASE ANYWHERE: I caused a
13 true and correct copy of the above listed document(s) to be served by electronic transmission to the
parties and/or counsel who are registered above and set forth in said service list.
14

15 I declare under penalty of perjury under the laws of the State of California that the above is
true and correct and that this Proof of Service was executed on November 11, 2019, at Beverly
Hills, California.
16

17
18 /s/ Alejandra Beltran
Alejandra Beltran
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EXHIBIT 7

1 AUG 04 2017

Sherri R. Carter, Executive Officer/Clerk
By *[Signature]*, Deputy
Kelly Jameson

1 MATERN LAW GROUP, PC
Matthew J. Matern (SBN 159798)
2 Matthew W. Gordon (SBN 267971)
Braunson C. Virjee (SBN 290376)
3 1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
4 Telephone: (310) 531-1900
Facsimile: (310) 531-1901

5 Attorneys for Plaintiff
6 IRENE RODRIGUEZ, individually, and
on behalf of all others similarly situated

7 [Additional counsel continued on next page]

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST

12 NEVIN DIETZ, on behalf of himself and
others similarly situated,

13 Plaintiff,

14 v.

15 TORN & GLASSER, INC., a California
16 corporation; and DOES 1 through 50,
inclusive,

17 Defendant.

Case No.: BC612202

CLASS ACTION

[Assigned for all purposes to the Honorable
Elihu M. Berle, Dept: 323]

~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT

Date: March 22, 2017
Time: 10:00 a.m.
Dept.: 323

BY FAX

Action Filed: March 1, 2016
Trial Date: None Set

22 IRENE RODRIGUEZ, on behalf of herself
and all others similarly situated,

23 Plaintiff,

24 vs.

25 TORN & GLASSER, INC., a California
26 corporation; and DOES 1 through 50,
inclusive,

27 Defendant.

Related Case No. BC630147

[Assigned for all purposes to the
Hon. Elihu M. Berle, Dept. 323]

Action Filed: August 9, 2016
Trial Date: None Set
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Central Civil West

JUN 01 2017

Date Processed *[Signature]*
By: *[Signature]*

08152017

1 DAVID YEREMIAN & ASSOCIATES, INC.
David Yeremian, Esq. (SBN 226337)
2 Enoch J. Kim, Esq. (SBN 261146)
535-N. Brand Boulevard., Suite 705
3 Glendale, California 91203
Telephone: (818) 230-8380
4 Facsimile: (818) 230-0308

5 Attorneys for Plaintiff
NEVIN DIETZ, individually, and
6 on behalf of all others similarly situated

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1 ORDER

2 On March 30, 2017, this Court issued an order granting preliminary approval of the
3 proposed class action settlement between Plaintiffs Nevin Deitz and Irene Rodriguez
4 (collectively, "Plaintiffs") and Defendant Torn & Glasser, Inc. ("Defendants"). Plaintiffs now
5 seek an order granting final approval of the Stipulation of Class Action Settlement
6 ("Settlement"), attached as Exhibit 1 to the Declaration of Matthew J. Matern in Support of
7 Plaintiffs' Motion for Final Approval of Class Action Settlement ("Matern Decl.").

8 Due and adequate notice having been given to the Class Members, as defined below, and
9 the Court having considered Plaintiffs' Motion for Final Approval of Class Action Settlement
10 ("Motion") and the exhibits thereto, all papers filed and proceedings conducted, and any
11 objections submitted regarding the proposed Settlement, and for good cause appearing,

12 IT IS HEREBY ORDERED AS FOLLOWS:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this action.

15 2. "Class Members" is defined as "all individuals employed by Tom & Glasser, Inc.
16 in the State of California as non-exempt employees at any time from March 1, 2012 through
17 December 31, 2016."

18 3. The Court finds that the Settlement was made and entered into in good faith and
19 hereby approves the Settlement as fair, adequate, and reasonable to all Class Members.

20 4. Plaintiff and all Class Members, ^{Xiaozhou Zhong} except those Class Members who ~~have~~ ^{has}
21 submitted a valid and timely Request for Exclusion to the Settlement Administrator, shall have,
22 by operation of this Order and the accompanying Judgment, fully, finally, and forever released,
23 relinquished, and discharged Defendants from all Released Claims as defined by the terms of
24 the Settlement. The Parties shall bear their own respective attorney's fees and costs, except as
25 otherwise provided for in the Settlement and approved by the Court.

26 5. Solely for purposes of effectuating the Settlement, this Court has certified a class
27 defined as "all individuals employed by Tom & Glasser, Inc. in the State of California as non-
28 exempt employees at any time from March 1, 2012 through December 31, 2016."

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1 6. The Notice provided to the Settlement Class conforms with the requirements of
2 California Code of Civil Procedure section 382, California Civil Code section 1781, California
3 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
4 applicable law, and constitutes the best notice practicable under the circumstances, by providing
5 individual notice to all Class Members who could be identified through reasonable effort, and
6 by providing due and adequate notice of the proceedings and of the matters set forth therein to
7 the other Class Members. The Notice fully satisfied the requirements of due process.

8 7. The Court finds that the Gross Maximum Settlement Amount, the Net Settlement
9 Amount, and the methodology used to calculate and pay each Participating Class Member's
10 Settlement Share are fair and reasonable, and authorizes the Settlement Administrator to pay the
11 Settlement Shares to the Participating Class Members in accordance with the terms of the
12 Settlement.

13 8. Upon entry of this Order, compensation to the Participating Class Members shall
14 be effected pursuant to the terms of the Settlement.

15 9. A total of \$15,000.00 from the Gross Maximum Settlement Amount shall be
16 allocated to penalties under the Labor Code Private Attorneys General Act of 2004, California
17 Labor Code sections 2698, et seq., of which \$11,250.00 shall be paid by the Settlement
18 Administrator directly to the California Labor and Workforce Development Agency. The
19 remaining \$3,750.00 shall be part of the Net Settlement Amount and shall be distributed to
20 Participating Class Members as part of their Settlement Shares.

21 10. The Court hereby approves the payment of a Class Representative Incentive
22 Award to each of the Plaintiffs in the amount of ~~\$10,000.00~~ ^{\$5,000.00} for their services as class
23 representatives, for a total of ~~\$20,000.00~~ ^{\$10,000.00} in incentive award payments.

24 11. From the Gross Maximum Settlement Amount, Class Counsel is awarded
25 \$330,000.00 for their reasonable attorneys' fees and \$16,479.64 for their reasonable costs
26 incurred in the action.

27 12. The Court approves Settlement Administration Costs in the amount of
28 \$12,000.00 to CPT Group, Inc., to be paid from the Gross Maximum Settlement Amount.

SMB

21052017

1 13. All Participating Class Members, including Plaintiffs, are forever barred and
2 enjoined from prosecuting any of the Released Claims against Released Parties upon the
3 Effective Date, as provided for in the Settlement.

4 14. This Court shall retain jurisdiction with respect to all matters related to the
5 administration and consummation of the Settlement, and any and all claims, asserted in, arising
6 out of, or related to the subject matter of the lawsuit, including but not limited to all matters
7 related to the Settlement and the determination of all controversies relating thereto.

8 15. A non-appearance Case Review re: Final Report re: Distribution of Settlement
9 Funds is set for 4/17/18 (180 days from this Order) at 8:30 am.
10 Final Report is to be filed by 4/10/18.

11 16. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby
12 GRANTED and the Court directs that a separate judgment shall be entered in accordance with
13 the terms of this Order.

14 **IT IS SO ORDERED.**

15
16
17 DATED:

Aug 4, 2017


HON. ELIHU M. BERLE
Judge of the Superior Court

1 PROOF OF SERVICE

2 *Dietz v. Torn & Glasser, Inc., LASC Case No. BC612202*

3 **Related Case: Rodriguez v. Torn & Glasser, Inc., LASC Case No. BC630147**

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18
5 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200,
Manhattan Beach, California 90266.


6 On June 1, 2017, I served the following document or documents:

7 **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL
8 OF CLASS ACTION SETTLEMENT**

9 **By overnight delivery.** I enclosed the documents in an envelope or package provided by
10 an overnight delivery carrier and addressed to the persons at the addresses listed below. I
placed the envelope or package for collection and overnight delivery at an office or a
regularly utilized drop box of the overnight delivery carrier.

11 Gina Haggerty Lindell, Esq. 12 Kara A. Ritter, Esq. GORDON & REES 13 633 West Fifth Street, 52 nd Floor Los Angeles, California 90071 14 Telephone: (213) 576-5000 Facsimile: (213) 680-4470 15 E-Mail: glindell@gordonrees.com kritter@gordonreez.com	Attorneys for Defendant TORN & GLASSER, INC.
16 DAVID YEREMIAN & ASSOCIATES, INC. 17 David Yeremian, Esq. Enoch J. Kim, Esq. 18 535 N. Brand Boulevard., Suite 705 Glendale, California 91203 19 Telephone: (818) 230-8380 Facsimile: (818) 230-0308 20 E-mail: david@yeremianlaw.com 21 enoch@yeremianlaw.com	Attorneys for Plaintiff NEVIN DIETZ

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct. Executed on June 1, 2017 at Manhattan Beach, California.

24 
25 _____
Hannah Ahn

08152017

EXHIBIT 8

BY FAX

1 Alan Harris (SBN 146079)
2 David Garrett (SBN 160274)
3 Min Ji Gal (SBN 311963)
4 HARRIS & RUBLE
5 655 North Central Avenue 17th Floor
6 Glendale, California 91203
7 Telephone: 323.962.3777
8 Facsimile: 323.962.3004
9 aharris@harrisandruble.com
10 dgarrett@harrisandruble.com
11 mgal@harrisandruble.com

12 Attorneys for Plaintiffs
13 Edward Garcia and Margie Nazario

FILED
Superior Court of California
County of Los Angeles

MAR 01 2021

Sheri R. Carter Executive Officer/Clerk
By *[Signature]* Deputy
Marsela Fregoso

SUPERIOR COURT FOR THE STATE OF CALIFORNIA RECEIVED

COUNTY OF LOS ANGELES

JAN 04 2021

FILING WINDOW

12 EDWARD GARCIA and MARGIE NAZARIO,
13 individually and on behalf of all others similarly
14 situated,

15 Plaintiff,

16 v.

17 REYES COCA-COLA BOTTLING, LLC, a
18 Delaware limited liability company; and DOES
19 1 to 50,

20 Defendants.

Case No. 19STCV36155
Assigned to Hon. Elihu M. Berle, Dept. 6

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
AWARD OF ATTORNEY'S FEES,
REIMBURSEMENT OF COSTS AND
INCENTIVE AWARD**

Date: March 1, 2021
Time: 9:00 a.m.
Dept.: 6
Location: Spring Street Courthouse
312 N. Spring St.
Los Angeles, CA 90012

First Amended Complaint
Filed: August 31, 2020

1 **PROPOSED] ORDER GRANTING APPROVAL OF CLASS ACTION SETTLEMENT AND**
2 **MOTION FOR AWARD OF ATTORNEY'S FEES, REIMBURSEMENT OF COSTS AND**
3 **INCENTIVE AWARD**

4 On March 1, 2021, the Court heard Plaintiffs' unopposed Motion for Final Approval of Class
5 Action Settlement and Motion for Award of Attorney's Fees, Reimbursement of Costs and Incentive
6 Award. The Court has considered all papers filed, other information presented, and based on those
7 papers and any other information presented, **IT IS HEREBY ORDERED, ADJUDGED AND**
8 **DECREED THAT:**

9 1. The Court grants final approval of the settlement based upon the terms set forth in the
10 Settlement. Capitalized terms used in this Order are as defined in the Settlement.

11 2. The Court further finds, for settlement purposes only, that the requirements of
12 California Code of Civil Procedure § 382 and of California Rules of Court, Rule 3.760 *et seq.* are
13 satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class as defined in
14 the Settlement Section I. Y:

15 "[A]ll Defendant hourly employees in California during the period September 7, 2019
16 through November 1, 2019."

17 3. The Court finds that the proposed Settlement falls within the range of reasonableness, and
18 the terms of Settlement, as set forth in the Settlement, are presumptively fair, adequate and reasonable to
19 the Classes and, therefore, meets the requirements for final approval. It appears to the Court that the
20 Settlement's terms are fair, adequate, and reasonable as to all potential Class Members when balanced
21 against the probable outcome of further litigation, given the risks relating to liability and damages. It
22 further appears that extensive investigation and research has been conducted such that counsel for the
23 Parties at this time are reasonably able to evaluate their respective positions. It further appears to the
24 Court that the Settlement at this time would avoid substantial additional costs by all Parties, as well as
25 the delay and risks that would be presented by the further prosecution of the Class Action. It appears the
26 Settlement has been reached as a result of extensive, arms-length negotiations utilizing an experienced
27 third party neutral.
28

1 4. Pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the California Rules
2 of Court, the Court grants final approval of the Settlement according to the terms set forth in the
3 Settlement. For settlement purposes only, the Court finds that Plaintiffs Edward Garcia and Margie
4 Nazario are adequate representatives of the Class and appoints them as such. For settlement purposes
5 only, the Court further finds that Harris & Ruble ("Class Counsel") have adequately represented the
6 Class and are appointed as Class Counsel.

7 5. The Court determines that the Parties complied with the distribution of the Class Notice
8 to the Class in the manner and form set forth in the Preliminary Approval Order, and that the Class
9 Notice provided to the Class was the best notice practicable under the circumstances and constituted due
10 and sufficient notice to all persons entitled to such notice. The Court confirms Atticus Administration,
11 LLC ("Atticus") as the Settlement Administrator. The procedures for paying the Settlement
12 administration costs, as set forth in the Settlement are approved. Atticus is directed to perform all
13 responsibilities of the Settlement Administrator as set forth in the Settlement Agreement.

14 6. The Court determines that the procedures required by the Preliminary Approval Order
15 have been carried out and satisfy due process requirements such that all absent Class Members have
16 been given the opportunity to participate fully in the claims exclusion and the approval process.

17 7. There were 0 objection(s) and 3 valid request(s) for exclusion to the Settlement in
18 response to the Class Notice. *Those excluded are: Raul Garcia; Stacy Logoluso;*
Irm9 Mendoza.

19 8. The Settlement Class including Plaintiff and all the Class Members who have not
20 submitted a valid and timely Request for Exclusion (and so who are not Opt Outs), shall be deemed
21 conclusively to have made the following releases set forth in Section IV. A. 1. of the Settlement with
22 respect to the state law claims, which shall have the force and effect of res judicata as to each of them:

23 Upon final approval of the Settlement Agreement and final payment of all funds due
24 hereunder, and except as to the right to enforce the terms and conditions of the Settlement
25 Agreement, all Settlement Class Members hereby fully release Defendant, all of its
26 present and former members, parent companies, subsidiaries, affiliates, joint ventures,
27 and licensees, and all of their shareholders, officers, directors, employees, agents,
28 servants, registered representatives, attorneys, insurers, successors and assigns, and any

1 other persons acting by through, under or in concert with any of them, (together
2 “Released Parties”) from any and all claims, debts, liabilities, demands, obligations,
3 penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action
4 of whatever kind or nature, contingent or accrued, that were alleged or that reasonably
5 could have been alleged based on the facts alleged in the Action, as amended, that
6 accrued in, or are related to payments and wage statements issued with respect to any
7 hours worked by Class Members in the Settlement Period, under State and Federal law.
8 This includes any reconciliation payments and wage statements issued during, or after,
9 the Settlement Period. This release includes, without limitation, release of all claims
10 under State or Federal law for alleged failure to pay minimum wage, failure to pay
11 overtime, failure to timely pay all wages due, including overtime, liquidated damages,
12 uncompensated time worked, claims for failure to provide accurate itemized wage
13 statements, claims for failure to timely pay wages at end of employment, claims for
14 unfair competition based upon any of the foregoing, and claims for penalties based on the
15 foregoing under the California Labor Code Private Attorneys General Act. This
16 Agreement is conditioned upon the release by all Settlement Class Members of any
17 PAGA claim under Labor Code section 2699, as to the released claims set forth above.
18 Except at set forth in paragraph M above, the Parties stipulate that beyond the Gross
19 Settlement Value, Defendant shall not owe any further monies to the Settlement Class or
20 to the State of California based upon any claim made in the Action or in any complaint
21 filed therein.

22 The Parties’ intent in entering into this Settlement is to release Defendant and the
23 Released Parties from any and all claims that arise from the claims alleged in the Action
24 arising at any time between September 7, 2019 and November 1, 2019, and preclude
25 Defendant from owing any further monies (beyond the payments set forth in this
26 Settlement) to Settlement Class Members based upon the claims made, or that could have
27 been made, based upon the allegations contained in the Action. This release excludes the
28 release of any claims not permitted to be released by law.

1 With respect to the FLSA Claim, Settlement Class Members who sign, cash or otherwise
2 negotiate the FLSA Check shall be deemed conclusively to have made the following releases set forth in
3 Section IV. A. 2. of the Settlement with respect to the state law claims, which shall have the force and
4 effect of res judicata as to each of them:

5 By operation of the entry of the Final Approval Order and judgment, and except as to
6 such rights or claims as may be created by this Agreement, each Class Member, and each
7 of their respective executors, administrators, representatives, agents, heirs, successors,
8 assigns, trustees, spouses, or guardians, will release Reyes Coca-Cola Bottling, LLC and
9 the Released Parties of and from any and all claims, rights, demands, charges,
10 complaints, causes of action, obligations, or liability of any and every kind, known or
11 unknown, that were or could have been asserted in any version of the complaints filed in
12 this Action or are based on or arise out of the facts alleged in any version of the
13 complaints filed in this Action, including those for failure to pay all wages, including
14 overtime wages, under the Fair Labor Standards Act, 29 U.S.C. Sections 206, 207, and
15 216 arising at any time between September 7, 2019 and November 1, 2019.

16 9. The Settlement is not an admission by Defendant, nor is this Order a finding of the
17 validity of any claim in the Action of any wrongdoing by Defendants. Neither the Settlement, nor any
18 document referenced therein, nor any action taken to carry out the Settlement, will be (a) construed as or
19 used as an admission of liability or an admission that any of Defendant defenses in the Action are
20 without merit, or (b) disclosed, referred to, or offered in evidence against Defendants in any further
21 proceeding except for purposes of effectuating the Settlement. However, the Settlement may be
22 admitted in evidence and otherwise used in any proceeding to enforce its terms, or in defense of any
23 claims released or barred by the Settlement.

24 10. The Court has reviewed all documentation submitted in support of the request for an
25 Incentive Award for Plaintiff for his efforts in bringing and prosecuting this case, and the final risk
26 undertaken in bringing the action. Plaintiffs have provided a general release and waiver under Code of
27 Civil Procedure section 1542. Applying these standards, the Court approves a class representative
28

1 Incentive Award in the amount of Five Thousand Dollars and No Cents (\$5,000.00) to each Plaintiff,
2 which the Court determines to be fair and reasonable.

3 11. The Court awards Three Hundred Thirty Three Thousand, Three Hundred Dollars and
4 Zero Cents (\$333,300.00) in attorneys' fees and Eighteen Thousand, Eight Hundred and Forty-Five
5 Dollars and Fifty-Seven Cents (\$18,845.57) in actual costs to Class Counsel, which the Court
6 determines to be fair and reasonable.

7 12. No payment shall be made to Atticus Administration, LLC for its services as settlement
8 administrator, as such funds will be paid separately and in addition to the Gross Settlement Value.

9 13. The Court hereby approves a payment of Thirty Seven Thousand Five Hundred Dollars
10 and No Cents (\$37,500.00) to California's Labor & Workforce Development Agency to pay all
11 applicable penalties under the California Labor Code's Private Attorneys General Act of 2004
12 ("PAGA"). Cal. Lab. Code §§ 2699, 2699.3 and 2699.5.

13 14. The Parties shall bear all their own costs and attorneys' fees, except as otherwise set forth
14 in the Settlement or this Order.

15 15. The Court directs the Parties to effectuate the Settlement according to the terms of the
16 Settlement, including payment to Participating Class Members. Any uncashed checks remaining
17 uncashed for more than 180 days after issuance shall be void and then paid to the California State Bar
18 Justice Gap Fund.

19 16. The Court orders Class Counsel to file a final report by Dec. 1, 2021
20 summarizing all distributions made pursuant to the approved Settlement, supported by a declaration
21 from the Settlement Administrator. *OSC re compliance with Settlement*
is set for 12/13/21 at 8:30 am

22 **IT IS SO ORDERED.**

23
24 Dated: Mar. 1, 2021

25
26 By: 
27 Superior Court Judge

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PROOF OF SERVICE

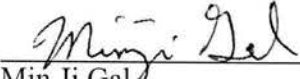
I am an attorney for Plaintiff herein, over the age of eighteen years, and not a party to the within action. My business address is Harris & Ruble, 655 North Central Avenue, Glendale, California 91203. On January 4, 2021, I served the within document(s):

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR AWARD OF ATTORNEY'S FEES, REIMBURSEMENT OF COSTS AND INCENTIVE AWARD

Electronic Service: Based on a court order, I caused the above-entitled document(s) to be served through Case Anywhere addressed to all parties appearing on the electronic service list for the above-entitled case and on the interested parties in this case:

David D. Jacobson
djacobson@seyfarth.com
Reiko Furuta
rfuruta@seyfarth.com
SEYFARTH SHAW LLP
2029 Century Park East, Suite 3500
Los Angeles, California 90067-3021
Telephone: (310) 277-7200
Facsimile: (310) 201-5219

I declare under penalty of perjury that the above is true and correct. Executed on January 4, 2021, at Los Angeles, California.



Min Ji Gal

EXHIBIT 9

1 Kane Moon (SBN 249834)
2 Allen Feghali (SBN 301080)
3 Enzo Nabiev (SBN 332118)
4 MOON & YANG, APC
5 1055 W. Seventh St., Suite 1880
6 Los Angeles, California 90017
7 Telephone: (213) 232-3128
8 Facsimile: (213) 232-3125
9 E-mail: kane.moon@moonyanglaw.com
10 E-mail: allen.feghali@moonyanglaw.com
11 E-mail: enzo.nabiev@moonyanglaw.com

12 *Attorneys for Plaintiff Ana Juarez*

FILED
Superior Court of California
County of Los Angeles

FEB 26 2021

Sherri R. Carter, Executive Officer/Clerk
By *[Signature]* Deputy
Marisela Fregoso

RECEIVED
LOS ANGELES SUPERIOR COURT

FEB 09 2021

S. DREW

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

12 ANA JUAREZ, individually, and on behalf of all
13 others similarly situated,

14 Plaintiff,

15 vs.

16 ACAPULCO MEXICATESSEN, INC. a
17 California corporation; and DOES 1 through 10,
18 inclusive,

19 Defendants.

Case No.: 19STCV17974

CLASS ACTION

[Hon. Elihu M. Berle, Dept. 6]

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: February 26, 2021

Time: 9:00 a.m.

Dept. 6

1 On October 28, 2020, this Court issued an Order Granting Preliminary Approval of
2 Class Action Settlement. Plaintiff Ana Juarez now seeks an order granting final approval of
3 the Class Action Settlement (collectively the “Settlement”), attached to the Declaration of
4 Kane Moon in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement as
5 Exhibit 1.

6 Due and adequate notice having been given to the Settlement Class Members, as
7 defined below, and the Court having considered Plaintiff’s Notice of Motion and Motion for
8 Final Approval of Class Action Settlement (“Motion”), the supporting declarations and
9 exhibits thereto, all papers filed and proceedings had herein, and the absence of any written
10 objections received regarding the proposed settlement, and having reviewed the record in the
11 Action, and good cause appearing,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

- 13 1. The Court, for purposes of this Final Order and Judgment, refers to all defined
14 terms as set forth in the Settlement.
- 15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
16 Settlement Class Members, and Defendants Acapulco Mexicatessen, Inc. (“Defendant”).
- 17 3. The Court finds that the Settlement appears to have been made and entered into
18 in good faith and hereby approves the settlement subject to the limitations on the requested
19 fees and enhancements as set forth below.
- 20 4. Plaintiff and all Settlement Class Members, shall have, by operation of this
21 Final Order and Judgment, fully, finally, and forever released, relinquished, and discharged
22 Defendants from all Released Claims as stated in the Settlement and reproduced here:
- 23 5. The Parties shall bear their own respective attorneys’ fees and costs, except as
24 otherwise provided for in the Settlement and approved by the Court.
- 25 6. Solely for purposes of effectuating the settlement, the Court finally certified the
26 following Class: All current and former non-exempt hourly employees of Defendant employed
27 in California at any time from May 23, 2015 through September 28, 2020.

1 7. No Class Members have objected to the terms of the Settlement and no Class
2 Members have requested exclusion from the Settlement.

3 8. Class Members make the following release:

4 9. As of the Effective Date, and upon payment of amounts set forth herein, and
5 except as to such rights or claims as may be created by this Agreement, each and every
6 Settlement Class Member, on behalf of himself or herself and his or her heirs and assigns,
7 unless he or she has properly elected to opt out of the class, hereby releases Releasees from
8 the following claims (“Released Claims”) for the entire Class Period:

9 (a) any and all claims stated in the Action, implicitly or explicitly, including
10 but not limited to state and/or federal wage and hour claims (including
11 all claims under the California Labor Code and the Fair Labor Standards
12 Act) for unpaid wages, unreimbursed expenses, minimum wage,
13 overtime, off-the-clock work, meal periods, rest periods, wage statement
14 violations, interest, penalties, and attorneys' fees, separation pay
15 violations/waiting time penalties, withholding from wages and the
16 related provisions of the Labor Code including but limited to Labor Code
17 §§ 201-204, 210, 216, 218.6, 226, 226.3 , 226.7, 510, 512, 516, 558,
18 1174, 1194, 1198, 2698 et seq., and derivative claims for unfair business
19 practices under California Business & Professions Code Sections 17200
20 et seq. and all claims under the Wage Order, Fair Labor Standards Act,
21 and the Private Attorneys General Act of 2004, Labor Code section 2698
22 et seq. (“PAGA”);

23 (b) Release of FLSA Claims: Without conceding that any release of claims
24 under the Fair Labor Standards Act (“FLSA”) requires any affirmative
25 conduct or opt-in by Settlement Class members, the Parties agree that the
26 cashing of checks by Settlement Class members shall be deemed an opt-
27 in to an FLSA collective action, the settlement of which includes the
28 FLSA releases specified in Paragraph 25(b)(1). Each Settlement Class

1 member's check will include the following language, or words to that
2 effect, immediately above the endorsement signature line: "I understand
3 and acknowledge that, by cashing or depositing this check, I reiterate my
4 agreement to the release set forth in the Agreement, including release of
5 wage and hour claims, and to opt into the Settlement for purposes of the
6 Fair Labor Standards Act (FLSA), and forever release any FLSA claims
7 related to the claims asserted in the Action."; and,

- 8 (c) any and all claims that were or could have been asserted based on the
9 facts and/or claims pleaded in the Complaint or any amendments thereto
10 for any purported violation of any local, state, or federal wage and hour
11 laws, regulations, and/or ordinances, including such laws, regulations,
12 and/or ordinances related to the non-payment of wages, separation pay
13 violations, unfair business practices, minimum wages, overtime wages,
14 or any other wage-related or recordkeeping-related claims; liquidated
15 damages; attorneys' fees, costs and expenses; pre- and post-judgment
16 interest; or damages or relief of any kind arising from the allegation that
17 the Class Members were not properly compensated for all time worked
18 on a daily or weekly basis, under state or federal law, at any time during
19 the Class Period.

20 10. The Notice provided to the Class conforms with the requirements of California
21 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the
22 circumstances, by providing individual notice to all Class Members who could be identified
23 through reasonable effort, and by providing due and adequate notice of the proceedings and of
24 the matters set forth therein to the Class Members. The Notice fully satisfies the requirements
25 of due process.

26 11. The Court finds the Gross Settlement Fund, the Net Settlement Fund, and the
27 methodology used to calculate and pay each Settlement Class Member's Allocation Amount
28

1 are fair and reasonable, and authorizes the Settlement Administrator to pay the Settlement
2 Shares to the Settlement Class Members in accordance with the terms of the Settlement.

3 12. Defendant shall pay the total of \$175,000.00 to resolve this litigation. Within 15
4 days of the Effective Date, Defendant shall deposit the sum of \$175,000.00 with the
5 Administrator. Thereafter, Settlement Allocation Amounts shall be distributed to Settlement
6 Class Members shall be effected pursuant to the terms of the Settlement (i.e., within 30 days
7 of the Effective Date).

8 13. From the Gross Fund Value, \$7,500.00 shall be paid to the California Labor and
9 Workforce Development Agency, representing 75% of the penalties awarded under the terms
10 of the Settlement and Amendment pursuant to the Labor Code Private Attorneys General Act
11 of 2004, California Labor Code section 2698, et seq.

12 14. The Court hereby approves an incentive payment in the amount of \$5,000.00 to
13 Ana Juarez for her service as class representative and for his agreement to release claims.

14 15. The Court hereby confirms Kane Moon and Allen Feghali of Moon & Yang,
15 APC as Class Counsel.

16 16. From the Gross Settlement Fund, Class Counsel is awarded \$58,333.33 for their
17 reasonable attorneys' fees and \$10,109.87 for their reasonable litigation costs incurred in the
18 Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement.
19 The Court finds that the fees are reasonable in light of the benefit provided to the Class.

20 17. The Court approves Settlement Administration Costs in the amount of
21 \$6,750.00. Such costs shall be paid from the Gross Settlement Fund to Phoenix Settlement
22 Administrators.

23 18. The Parties are ordered to have notice of this Order and Judgment sent to all
24 Class Members in accordance with CRC 3.771 (b) along with settlement payments issued via
25 first class mail to all participating Class Members at their last known addresses.

26 19. This Judgment is intended to be a final disposition of the above captioned action
27 in its entirety and is intended to be immediately appealable.

1 20. This Court shall retain jurisdiction with respect to all matters related to the
2 administration and consummation of the Settlement, and any and all claims, asserted in,
3 arising out of, or related to the subject matter of the lawsuit, including but not limited to all
4 matters related to the Settlement and the determination of all controversies relating thereto.

5 21. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby
6 granted, and the Court directs that Judgment shall be entered in accordance with the terms of
7 this Order.

8 22. The Court sets a Non-Appearence Hearing (Case Review) *and osc re compliance* Re: Distribution on
9 10/28, 2021 at 8:30 am in Department 6. Class Counsel is ordered to file a final report
10 and declaration regarding distribution no later than 10/18/21. Class Counsel is further
11 ordered to submit an amended judgment with respect to the amount of uncashed checks to the
12 State of California's Unclaimed Property Fund in the names of the Settlement Class members
13 who failed to cash their checks.

14
15 **IT IS SO ORDERED.**

16
17 DATE: *Feb 26, 2021*



Hon. Elihu M. Berle
Judge of the Los Angeles County Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los
5 Angeles, California 90017. On **February 8, 2021**, I served the foregoing document described
6 as:

7 **[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR
8 FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

9 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
10 addressed as follows:

11 Michael J. O'Connor
12 Lauren B. Shelby
13 ATKINSON, ANDLESON, LOYA, RUUD & ROMO
14 4275 Executive Square, Suite 700
15 La Jolla, CA 92037
16 Telephone: 858-673-2718
17 Facsimile: 858-485-9412
18 e-mail: Michael.oconnor@aalrr.com
19 Lauren.Shelby@aalrr.com

20 *Attorneys for Defendant Acapulco Mexicatessen, Inc.*

21 **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the
22 parties to accept electronic service, I caused the documents to be sent to the persons at
23 the electronic service addresses listed above via third-party cloud service **CASE**
24 **ANYWHERE**. I did not receive an error message.

25 I declare under penalty of perjury under the laws of the State of California that the
26 foregoing is true and correct.

27 Executed this **February 8, 2021** at Los Angeles, California.

28 _____
Ivette Hernandez
Type or Print Name

/s/ Ivette Hernandez
Signature

EXHIBIT 10

. QA@>:DC5A;967GD@;8'A@;H@DF<@D8G;D847G;67C6BB@78;72D6IVF J^K<;67C6BB_# Z >C6>B>D67;<1 HHD>9;>B;" 4 <;FF' IC6>M@CC<@E@7C>D7@>@V;D854>FCIV;D85;78"\$ 4<;FF"@HD@F@7C;C697@E@7CK;=E@7C";78" ;BC@D7F68@D67CA@;H@DF?"E6CC@87"% F:HH>DEBCA@E">C6>5 67I<;867GCA@E@78@8]>67CMC6H:<;C6;78" M@CC<@E@7C>@E@7C"& J^M@CC<@E@7C>@E@7C@CC<@E@7C>D@>@E@5**HEREBY FINDS AND ORDERS**' **AS FOLLOWS:**(QA66F;"H:C;C69@;FF'IC6>7K<;67C6BB B>DE@DEH<=>@B@B@78;M'INQPQ-1") P@8@D4@8676>7 J^0@B@78;7C_QA"@H@D;C69@E@H<;67C67"CA@C6>7;FF@DC67@j*`" * I;F@F">B;IC6>7B>D"<@G@8"<;C6>7B'CA@R;">D4>8@;78" ;.F67@FF;78"KD>B@FF6>87@!" + K<;67C6BB?D>:GACA6FC6>7?7"@A;<B;<<A>:D<H;68">D7>7@a@EH@EH<=>@@HH<=>@8" !! ?="0@B@78;7C6CA@CA@M;C@B4;<6B>D78;D67C'CA@<;FFK@D6}84<;FF_`QA@<;FFK@D6>8" !# 6F"CA@E@"H@D6>8NBDHE"@E?@D"!+5"#+!5"CAD>:GA":["7@4";FF"K@D6E8_`!\$ T7" M@HC@E#6D#"+!5"CA@>:DCGD;7C@KD@<6E67;DHHD>9;<B'CA@M@CC<@E@7C!% K<;67C6BB">V"EB@D67;<"1HHD>9;<">B"CA@"M@CC<@E@7C!& QA@C@DEF@867"CA6FD8@DBP67;<"1HHD>9;<78" [:8GE@7CFA;<<A;9@CA@E;E@"!' E@;767G";F"8@B67@8"MWCC@>@E@7C"1GD@>@H@C@7C"FE;=">CA@DV6F@?"@>D8@D@8L!(QA@B><<>V67G;FF6FI@DC6BB@B!DH>F@BF@CC<@E@7C>V"<A>:D<H;68">D7>70!) @a@EH@EH<=>@@HH<=>@>8"0@B@78;7C6CA@CA@M;C@B4;<6B>D78;D67C'CA@6E@@"@D6>8"* BD>EM@HC@E?@D"!+5"#+!5"CAD>:GA":["L@"!5"#+#!# + N@7@D;<4=6@FC6>VA@CA@E@CC<@E@7C>6E78"D@;F>7;?<VA@CA@D6I@>"CA@"#! I<;FFV;F";8@b;;C@VA@CA@D@C6B6I;C@B7A@<;FFV;F"HD>H@B5'VA@CA@D@C>D7@B@@"## ;V;D8"V;F"HD>H@DE;CC@;88D@FF@8CA@D6I@>DC'FD>;886FID@C6}7I#%&'0)*(+,-"/(\$./0,1 2"#3(56*]##+!"*!"4;<L1HHL%CA@5#\$%&5672758(5:)*(/#<(=/2/#(./*]!*"%"%)#% 4;<L1HHL%CA"!(*%L`#& c"c"c# c"c"c#(c"c"c" ^

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37"8@C@DE6767@CA;@B!FFF@CC<@66B;6D;S@b::C@78"D@;F>7;?<@5"
CA@D6;F:DCFA>:<8I>7F68@D@<@9B@C>DH5IA";F"^CA@CD@7G@BA"
H<;67C6BBF@CA@6FU@%aH@7H@5H<@a6C78" <6U@8-E;C6>7BB:DCA@D"
<6C6G;C@A@6F@BE;67C;6767G";FF;IC6>7FC;C:E'AD>:CA@6;E'N@>:7C"
>BB@D@78@CC<@E@7@5C@7B8'6FI>9@D>EH<@C@78"CA@C;G@BCA@"
HD>I@@867GA5@aH@D6@;78@'96@VF@B'I>:7F@<CA@HD@F@7H@,"
G>9@D7E@7E;DC6I6H;7;78" CA@D@;IC6>7B'CA@";FF'E@E?@DE">CA@"
HD>H>F@8"F@CC<@E@7CL

]!"#\$%&'()*+,-./0,12"#3(456*\$l,#'3 *!"4;<L1HHL%CAHL#%&572758(15:3(\$l,#' 5%)"
4;<L1HHL%CAHL)+!" ;78">??76"#8#(@1\$276*(.7)7-(A"#)76"/(0B53("26*]CA46DL*)# ")"
PL#8"!&5"#%L`

^QA@6F@BB;IC>DF7>C@aI<:F69@78" CA@:DC6FBD@C@7G;G@;" ?;<;7I67G";78"
V@6GA67BB;IC>D8@H@7867GCA@6DI:EFC;7I@FB@;IAI;F@L]!"#\$%&'()*+,-./0,12"#3(
456*\$l,#' 5*!" 4;<L1HHL%CAHL#%&LQA@":DCE:FC"@a;E67@CA@HD>H>F@8)CC<@E@7C"
;GD@@E@7CA@aC@7@I@FF;D>D@;IA"D@;F>7@8GE@7CA;CA@GD@@E@6F@CCA@"
HD>8:IC@BBD;:8>D>9@DD@;IA@75@DI><<:F6>7@CV@@75@G>C6;C67;DC6@78"CA;CA@"
F@CC<@E@7@5F";"VA><@65B;6D@;F>7;?<@78";8@b::C@";<<I>7I@D7@8I@&7<E3/2758(
915:3(\$l,#' 5%)4;<L1HHL%CAHL)+!" ;78">??76"#8#(@1\$276*(.7)7-(A"#)76"/(0B53("26*3(
\$l,#' 5%))"PL#8";C"HL"#&5"67C@D7;<"b:>C;C6>7"E;DUF">E6CC@8L`

QA@:D8@7F>7"CA@HD>H>7@78CA@CC<@E@7A"VCA;6C6FB;6D78"
D@;F>7;?<@V@9@D" HD@F:EHC6>B"B;6D7@E@6FCVA@D@W"CA@"
F@CC<@E@7@;IA@8AD>:GDEFG@7GC;DG;6767G#"679@FC6G;C687"
86FI>9@D@E"BB616@7C">VI">:7F@<78"CA@:DC">IC'67C@<<6G@7C<=J"
I>:7F@<8F"@aH@D6@77@86E6<;D'6C6G;C6>78"]%"CA@I@DI@7C;E@"
>?d@IC>DF"6F"FE;<<L

]!"#\$%&'()*+,-./0,12"#3(456*\$l,#' 5*!" 4;<L1HHL%CAHL#%&572758(15:3(\$l,#' 5%)"
4;<L1HHL%CA";C"HL")+#L`

1<CA>:GA@cFA@DE'F::<=<=";7" 676C6;HD@F:EHC6>B"B;6D7@FEA@7;"
HD>H>F@8FFF@CC<@E@7CF"7@G>C6;C@8DEF"<@7GC@I">:7F@>B>D"
CA@;FF5" 66FI<@;D'A;CA@:DCFA>:<8>CG69@"?@@DC;EH'HHD>9;<L"
-;CA@DS">HD>C@A@7C@D@E@FF@7C";FF'E@E?@DCA@":DCE:FC"
678@H@78@78">?d@IC69@?<="h@CA@'968@7178" I6DI:EFC;7I@F@B>D@"
667>D8@D8@C@D@E@A@CA@D@CC<@E@7CA@7FC7C@D@BCA">F@"
VA>F@;6EFV6<?@aC67G:6FA@8E;U@CA68@C@DE67;C6A7B;IC;:<"
D@I>D8@B>D@A@I" I>:DCE:FC"@F:BB616@78@9@<>H@8Q'A@HD>H>F@8"

. F@CC<@E@77C"?@d:8G@S'6CA>:D'@B@D@70A'@CD@76BA";67C6BBF"
I<;6EFLQA@E">FC6EH>DC;B;IC>BFC'A@CD@76BAA@P'@B>DI<;67C6BBF"
\$ CA@D6CF5;7I@8!G;67FC'A@E">:7C">BB@D@78@CC<@E@77C'LDCE:FC"
% FC>H'A>D@BCA@8@C;6<@78"CA>D>:G49@FC6G;C6A;7CV>:<8":78@DC;U@
& 6B3CV@D;IC";<<=CD=67CA@P'@5!"C'7>7@CA@6@FFC"@FIA@;V="D:??@D"
' FC;EH";HHD>9;<"67"B;9>D">B";7"678@H@78@7C"@9;<;C6>7L
&]D1--'#5\$I,#'5"!)"4;<L1HHL%CA";C"HL"!\$+5"67C@D7;<"I6C;C6>7F";DUBF">E;66E@BL`
' 0@B@78;7C6<H;=";"ND>FM@CC<@E@77C">B!\$++5+++VA6IA67I<:8@W]`CA@"
(18E676FCD;C647FC67'CA@E >B!%5++C>KA>@76a";FF'1IC6>7M@CC<@E@77C'6FCD;C>DF
)]^KA>@76a_C5A@M@CC<@E@77C'6FCD;C"J"CA@D69;C@C>D7@N@7@D;HC">B#+++%"
*]^K1N1_`K;=E@767CA@E >B!#++5++5F@9@7B69@DI@7Cj`>BVA6IAj!&5+++FA;<<"
!+ ?@H;68C>CA@4*6B>D7B;?>D;78"K>DUB>DI@9@<HE@C@7I=]Rk01_`;78"CV@7B69@"
!! H@DI@7&j`>BVA6IAji&5+++FA;<?"@86FCD6?:C@8"CA@CGD6@9@EH<=@@F6G6?<@"
!# D@I>9@CA'K'1N1"K;=E@7CCA;C>7F6FC'B";<"A":D@H;68">D7>7C@a@EH@EH<=@@VAF"
!\$ V>DU@B"D@B@78;7C6CA6CA@MC;C@B"4;<6B>D76;"D67GCA@E"@D6>BD>E!HD6'5"##!*"
!% CAD>:G[A7@'!5"#++#!]^.<6G6?<@CGD6@9@EH<=@@FK'1N1"K@D6_8'K1N1"K;=E@7C_
!& ;78"^3786968;K'1N1"K;=E@7C5">7;"HD@D;C;?;F6B]J\$`;"4<;FF"@HD@F@7C;C697@E@7C
!' K;=E@767'CA@E">:7C i(5&+>C>K<;67C6BB'CA@CC>D7@E@V;D8"!+&5+++5VA6IA6F"
!(CA6DE69@E"@DI@7Cj">BCA@D>FM@CC<@E@77C C>4<;FF4>:7F@J;78"]&`CA@FC"
!) 1V;D8"67CA@E >B!'+5&*+L+S>4<;FF4>:7F@k0@B@78;7CF'DC6>BH;=D><C;a@FF"CA@"
!* 4<;FFZ@E?@DF:DD@7CB>DE@DEH<=@HD"67I<:8@87CA@D>FM@CC<@E@77C ;78"
#+ V6<?"@;"F@H;D;C@*6G;C6>B0@B@78;LC" H>DC6>B'CA@D>FM@CC<@E@77C" V6<<"
#! D@9@D@B@78;7C'D7="D@;F4A<;FFZ@E?@DF78".<6G6?<@CGD6@9@EH<=@@D'@>C"
D@b:6D@8"C">"F":E6C";"I<;6E"B>DE"C">"HD@D@9@BACA@"/@C"M@CC<@E@7C"1E>:7C
#\$ P:7867G">B"CA@"M@CC<@E@77C'@F6B"<<VFW
#% />"<;C@CA;7CV@7C7@]#!"I;<@78;D8;=F";BC@CA8;C@CA@67;<"1HHD>9;B'CA@"
#& M@CC<@E@77C">7G@D;HH@;<@B5B'CA@ID@?>"?d@IC>D8"7">K<;67C6BB'7C@D9@7C6>7"
;CCA@6E@A@":DCGD;7CF67;<"1HHD>9;B'CA@M@CC<@E@77C'CA@E"DC@7C@E@GE@7C"
#(GD;7C6767;<"1HHD>9;B'CA@M@CC<@E@77C'78;FA;<8@H>F6A@D>FM@CC<@E@77C"
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. >B!\$++5+++7@@@8@8"H;="CA@7C6DD>FM@CC<@EE@7CC ?="V6D67GA@B!78FC">CA@"
M@CC<@E8E7C6FCD;C@HDC@DE>D@C@A@B>:DC@J@7'I;<@78;D8!="F";BC@DA'8@;8<67@<"
\$ B:78"CA@M@CC<@EA@7C@CC<@E8E7C6FCD;C@D<@I;<C@78"86F?:DF@<H;=E@7C8@<"
% :78@DCA@M@CC<@EA@7C@E@67C5!867G*;<3786968;;<M@CC<@MA@7D@A@F86968;;<K1N1"
& K;=E@7CF5"CA@D7C@E@P@@"1V;D85"CA@>FC"1V;D85"CA@>4<;FF"-@HD@E@7C@F@A@<".7A;7I
' K1N1"K;=E@7C;78"CA@E8E7C6FCD;C@4>7CFQA@M@CC<@E8E7C6FCD;C@D<@F>B>DV;D8"
(IA@IU"BF@D@9@7@69@<"H@D@I@7C">B"CA@<"K1N1"K;=E@7C">"CA@<"Rk01L
) 1F"7>C@87"CA@KD@<6E67;D@HD>9;7D8@D@A@KD>H>F@D@CC<@E8E7C6C@<8"
* HD@F:EHC@<B@B;6D7@B7A'6E">967GH;H@D@E5;67C@B@B@<78EA;C'A@HD>H>F@D@CC<@E@7C"
!+ V;F" CA@HD>8:IC>B";DE\F@<7GC@A@G>C6;C6@B@F"<>V67@<aC@7F69@<6G;C6;78" B><<>V67G"
!! @aC@7F69@<F@>9@D;78" @aIA;7G@<'B"8>I:E@7C;C6>D@<;C67C"K<;67C6BB@<E@EFL'QA@<"
!# 7@G>C6;C6>7F"V@D@<"B;I@M@C@<9@<8"8@<7;D@<aH@D6@7I@<8";78"D@FH@IC@<8"i<;FF";IC6>7"E@<86;C
!\$ k6CAD@FH@IC@<A@<7@<E6C@<A@<;FFZ@E?@DK5";67C@B@B@>967GH;H@D@F86I;C@<A;C"
!% CA@<#8" 3786968;;<M@CC<@MA@7D@<6<?@<"HHD>a6E;C@<#5%"L+* :78@DCA@HD>H>F@8"
!& ;<<>I;C6>7A6IA6F?;F@<8"7"CA@<E?@D@<BV@<@<6F86968;;<4<;FFZ@E?@DV">DU@<8D67C@<A@<"
!' 4<;FF"K@<D6>8L
!(1<<4<;FFZ@E?@DVA">8">7>CF?:E6C;"9;<68;78"C6E@<D@<b:@<C@<A@<I<:8@<A@<EF@<9@<F"
!) BD>ECA@<";FF";IC6>7M@CC<@E@<K7DC6I6H;C@<67GFF"Z@E?@DF ;78" .<6G6?<@<GGD6@<9@<8"
!* .EH<>=@<@<E!FC"i;FA">D'8@<H>F@<CA@<6D86968;;<M@CC<@MA@7D@<78" 3786968;;<K1N1"
#+ K;=E@7CA@IU@<F6CA@<677@<A:78D@<8@<6GA@<@<)" I;<@78;D8!="F";BC@<DA@<A@<IU@<D@<E;6<@<8">"
#! CA@<BB;7="IA@IU@<D@<@<@<@<E@<D@<H>F6C@<6C'A@<677@<Q@<#+'I;<@78;D8!="F";BC@<E@<67G5"
CA@<M@CC<@E8E7C6FCD;C@<D@<F@<78"D@<E678@<D@<F@<CI;D8B;7="IA@IU@<D@<E;677I;FA@<8">D"
#\$ 7>C8@<H>F6C@<7@<8CA@<@<aH6D;C6>B@<CA@<@<8;=" H@<D6>B@<C@<E@<67GCA@<D@<E678@<D@<6I@<5A@<"
#% M@CC<@E8E7C6FCD;C@<D@<F@<78">A:78D@<8@<#++`I;<@78;D8!="F";BC@<DA@<A@<IU@<D@<"
#& E;6<@<8E!="CA@<E">7C">BCA@<786968;;<M@CC<@MA@7D@<D3786968;;<K1N1" K;=E@7C;F"
;HH<6I;?<@<@<CA@<@<6B>D7@<C;C@<7CD><<@<D@<F@<6E@<8KD>H@<D@<9@<F6>77;II>D8;7I@<V6CA"
#(4;<6B>D7@<67I<;6E@<8KD>H@<D@<C@<V" F">"CA;C'A@<C";DC6I6H;C@<67GFF"Z@E?@D78c>D!<6G6?<@<"
^

. 1GGD6@9@EN">=@@8<A!;9@A6F"DA@D786968:;<M@CC<@M@7D178c>D3786968:;<K1N1"
K;=E@7C9;6<;?<@>A6E"DA@B@DA@DH<6I;?<@>6E"HD>I@8:ID@D@b:@FA;"E">7@=BD>E"
\$ CA@"MC;C@">B"4;<6B>D76;L
% K<;67C6BB @aH<;67@8"D5FU78" I>FCEFF>I6;C@86CA"7C67:67V6CA"CA@6C6G;C6>7"
& ;78"CA@7@B67B@DDI@8"4<;FFZ@E?@DF7CA@D"DE'B6EE@86;C@EH@7F;C6>K;"67C6BB"
' A;F F;C6FB;IC>DFF@FF@8"@"a6E:E" 9;<:@>BCA@;"6EF";78">BCA@@"@,F>7;?<@7@BFA@"
(86FI>:7C;"II@HC@8"CA@@"@CC<@H@7F68@D67CA@HD6FUP67;<<=@>CA@@"@I<;D;C6>7B'CA@"
) M@CC<@E8E7C6FCD;C>D6967R@5FC;C@FA;"E@78@8">C6I@"B4<;FF"IC6>7M@CC<@E@7C
*]^4<;FF">C6I@F_ ;78" CA@E@78@8">@IC6>7"C"Q>'K;DC6I6H;@DTHO:C'P>DE]^.aI<:F6>7"
!+ P>DE_ 'JI><<@IC69@7>5V7"; F"CA@@">C6I@K;IU@CF_V@D@5<@8">F6a@EV>]'# 4<;FF"
!! Z@E?@DF8 CA@D@D7@">?d@IC6>78" 7> D@b:@E@D@aI<:F6>LQA65FB:DCA@D">B'CA@"
!# B;6D7@FB"CA@M@CC<@E@7C6L"="CA@@"@I<;D;C6>7B'0">:G<;F" Y;7 HD>968@E@B6I6@7C"
!\$ 67B>DE;C6>7";?>4C;FF"4>:7F@<@EaH@D6@7I@"67"<6C6G;C67G" I<;FF";IC6>7"<;VF:6CFL
!% QA@@">:DC;"<F">"A;F";7" 678@H@78@D7GA"78" D@FH>7F6?6C6D@96@CA@D@"@b:@FC@8"
!& ;CC>D7@BFA@"@8" >7<=";V;D8"F">E:IA" ;F"6C8"@C@DE6D@FF>7;?<@>L"(E'#&"<7'5()* (F/\$(
!' +58"- "\$(.--1-#(G"-,%/5"(/.*]#++% "!!)" 4;<L1HHL%CA\$5" !#(O#)L' QA@E>:7C" >B"
!(;CC>D7@BFA@"@b:@FC@8";FF4>:7F@<67CA@E">B"!+&5++6FCA6DB69@@"@DI@7C;" >B"
!) CA@E"EE>7" B:78"ID@;C@8"ID"AA@7@B68CA@4";FFZ @E?@DF8" 6FF:HH>DC@8"F@"BCA@"
!* H@DI@7CB@@"@CA@8A""(F'??722)^(H/&"#2I'-(452"#5'27/5'-3456*]#+"!" !" 4;<L&CA@)+5"
#+ &+%II>D867GC">CA@@"@I<;D;C6>7B'0">:G<;F"Y;75"4<;FF4>:7F@<@IC69@aH@78@8#L)
#! A>:DF"6CA"CA">C;<"8@FCB6C:D@B"\$+\$5!)+LS 78@D"AA"8@FCID"FA@IUS@D@"@b:@FC@8"
6F?@<>CA@@"8@FCID"6F:<C67C"7@G;C67C@C6H<6@BLS&4>7F68@D6CA@7C67G@7;C"D@"
#\$ >BCA@@"@HD@F@7C;"CA@@"@G>67E">76C>D67B'CA@@"@CC<@E8E7C6FCD;C6>75D@"@b:@FC@8"
#% A>:D<D;"C@8"CA@@"@b:@FC6B6Q&LF"CA@@"@:DCB678E'A;CA@@"@@"@b:@FC@@"@;F>7;?<@>78"6C"
#& 65CA@D@E@H@D">9@8L
c"c"c
#(c"c"c
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. QA@>:DCA;F';<F>D@96@V@80@I<;D;C6>D@G;D8C@FCF@aH@78@8"
67"CA@D>F@I:C6>B'CA6F6C6G;C6S78@DCA@@"@DEFB'CA@@"@CC<@EK>7,63C6BB" F@@"U"
\$ D@6E?:DF@E@B'H"C>'#+5+++67"<6C6G;C6>FCEQA@>:DCB678ICA;K'<;67C6B'B'@aH@78@8"
% i !+5&*+L+\$7"<6C6G;C6>FCF78"CA;E'IA'I>FCFV@D@D;F>7;?<QA@D@B@D@5DC'HHD>9@F"
& CA@;=E@7@BCA@@"FCIV;D8 C>4<;FF4>:7F@<67"CA@>:7C">Bi !+5&*+L+B'D>E'CA@D>FF"
' M@CC<@E@7C"IB>D'CA@"D@6E?:DF@E@7C">B"4<;FF"4>:7F@FCF<6C6G;C6>7"
(QA@D;C6>7;<E'DE;U67G'CA@>;FF"@HD@F@7C;CA97@E@7K;=E@7GFCA;C'CA@"
) 4<;FF"@HD@F@7CFA69@a'@>EH@7F;C@B8'D'A@@"aH@7FD'6FNA";F67I:DD@87>7B@DD67G"
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% 96<;C6>7BR;?>D4>8@F@IC6>8F!;78"!!*)"]S7H;68"T9@DC6E@J'J96><;C6>7BR;?>D4>8@"
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!\$ M@CC<@H@G@D@E@7C"B>DCAV6CAL
!% QY." K1-Q3.M" 1-." Y.-.,m" T-0.-.0" QT"4TZKRm" k3QY" QY." Q.-ZM" TP"
!& QY." M.QQR.Z./Q" 1N-..Z./QL" "KS-MS1/Q" QT"41R3PT-/31" -SR.M" TP"4TS-Q"
!' \$L(*5"QY." 4TS-Q Y.-.,m" ./Q.-M" P3/1R" [S0NZ./Q" ,1M.0" SKT/" QY." Q.-ZM"
!(TP"QY3M"-0.-" 1/0" M.QQR.Z./Q" 1N-..Z./Q" 1/05" k3QYTSQ" 1PP.4Q3/N" QY."
!) P3/1R3Qm" TP" QY3M"Z1QQ.-5" -.Q13/M" .n4RSM3X." 1/0" 4T/Q3/S3/N"
!* [S-3M034Q3T/" QT"/PT-4." QY3M"-0.-5" QY." M.QQR.Z./Q" 1N-..Z./Q5" 1/0"
#+ QY."[S0NZ./Q"QY -.T/L
#! 3Q"3M"MT"T-0.-.0L

OSC re Compliance with settlement is set for 9/6/22 at 8:30 am. Report is due 8/30/22.

\$ 01Q.0Woooooooooooooooooooo



Elihu M. Berle

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SUPERIOR COURT JUDGE
Elihu M. Berle / Judge

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EXHIBIT 11

1 THE GRAVES FIRM
2 ALLEN GRAVES (SB#204580)
E-mail: allen@gravesfirm.com
3 JACQUELINE TREU (SB#247927)
E-mail: jacqueline@gravesfirm.com
4 JENNY YU (SB#253033)
E-mail: jennyyu@gravesfirm.com
5 122 N. Baldwin Ave., Main Floor
6 Sierra Madre, CA 91024
7 Telephone: (626) 240-0575
Facsimile: (626) 737-7013

8 Attorneys for Plaintiff
9 Nicholas LaBorde

FILED
Superior Court of California
County of Los Angeles

JUL 21 2021

Sherril R. Carter, Executive Officer/Clerk
By *[Signature]* Deputy
Marisela Fregoso

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

13
14 Nicholas LaBorde, an individual, in his
individual and representative capacity,

15 Plaintiff,

16 v.

17
18 Lyft, Inc., and DOES 1 through
10, inclusive,

19 Defendants.
20
21
22

CASE NO. BC707667

FAXED

~~THIRD REVISED [PROPOSED]~~ ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT, CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT, ATTORNEY FEES, AND
COSTS

Hearing Date: July 6, 2021
Time: 9:00 a.m.
Dept.: SS-6
Judge: Hon. Elihu M. Berle

RECEIVED
JUL 14 2021
FILING WINDOW

07/21/2021

1 The Motion for Final Approval of Class Action Settlement and Motion for Final
2 Approval of Class Representative Service Payment, Attorney Fees, and Costs filed by
3 Plaintiff came on regularly for hearing on July 6, 2021 at 9:00 a.m. in Department SS-6
4 of the above-entitled Court.

5 Due and adequate notice of the instant proceedings having been given, and the
6 Court having considered all papers and having heard oral argument on July 6, 2021, and
7 otherwise being fully informed, and good cause appearing therefor,

8 **THIS COURT HEREBY ORDERS THAT:**

9 1. The provisions of the Revised Class Action Settlement Agreement and
10 Release (“Settlement Agreement” or “Agreement”) are hereby approved and incorporated
11 in this Order.

12 2. The Court has jurisdiction over the subject matter of this action, and over
13 those persons and entities undertaking affirmative obligations in the Agreement.

14 3. As used in this order, “Driver” means any individual who has been
15 approved by Lyft to use the Lyft smartphone application to provide rides.

16 4. As used in this order, “Ride” means the pickup and transportation of a
17 passenger or group of passengers traveling together, from origin to destination, by a
18 Driver. A Ride begins when the Driver uses the Lyft smartphone application to accept a
19 transportation request from a passenger and such acceptance is recorded by Lyft. A Ride
20 ends when the Driver selects the “drop off” or equivalent option, or there is a
21 cancellation, in the Lyft smartphone application (or the application selects such option
22 automatically) and such selection is recorded by Lyft.

23 5. The Court finds that the Settlement Class in this Settlement includes and is
24 limited to the 1,459 Drivers who (a) gave at least one ride in California using the Lyft
25 Platform after July 2, 2016 through and including September 21, 2020, and who
26 submitted a request to opt out of the arbitration provision in Lyft’s Terms of Service
27 Agreement through and including May 31, 2020; or (b) gave at least one ride in
28

1 California using the Lyft Platform at any time after May 30, 2014 through and including
2 September 21, 2020, and also opted out of the class-action settlement in *Cotter v. Lyft*,
3 and who submitted a request to opt out of the arbitration provision in Lyft’s Terms of
4 Service Agreement through and including May 31, 2020. Excluded from the Settlement
5 Class are the 100 individuals for whom the Court has granted opt-out requests.

6 6. The Settlement set forth in the Agreement is in all respects fair, reasonable
7 and adequate. There was no collusion in connection with the Settlement. The Settlement
8 was the product of informed and arm’s-length negotiations among competent counsel and
9 the record is sufficiently developed to have enabled Plaintiff and Defendant to adequately
10 evaluate and consider their respective positions. Accordingly, the Court hereby finally
11 and unconditionally approves the Settlement set forth in the Agreement and directs the
12 parties to consummate the terms of the Agreement.

13 7. The Court finds that the Settlement Agreement is reasonable as it provides
14 substantial payment for Class Members from a non-reversionary common fund.
15 The Settlement avoids the risk, expense, complexity, and duration of further litigation.

16 8. Pursuant to California Code of Civil Procedure §382 and California Rule of
17 Court 3.769, the Court hereby certifies, for settlement purposes only, the Settlement Class.

18 9. The Court has received 100 valid opt-out requests from Class Members as
19 listed in Exhibit 1 hereto. The Court grants all 100 requests from the individuals listed in
20 Exhibit 1. The 100 individuals for whom the Court has granted opt-out request are
21 excluded from the Settlement Class. The Court has received three untimely and therefore
22 invalid opt-out requests from Class Members as listed in Exhibit 2 hereto. The Court
23 denies the three untimely opt-out requests.

24 10. As used in this order, “Settlement Class Member” means all individuals
25 who fall within the definition of Class Member in Paragraph 5, with the exception of the
26 100 individuals whose opt-out requests are granted by the Court and excluded from the
27 Settlement Class.

28

07/29/2024

1 11. The Court finds that the Settlement Class satisfies the requirements for class
2 certification under California Code of Civil Procedure §382 and California Rule of Court
3 3.769, for settlement purposes only, because: 1) the Class Members are so numerous that
4 joinder of all members is impracticable; 2) the Class is ascertainable; 3) there are
5 questions of law and fact common to the Class Members; 4) the named Class
6 Representative's claims are typical of the claims of the Class Members; 5) the named
7 Class Representative and Class Counsel have adequately represented and will continue to
8 adequately represent and protect the interests of the Class for purposes of the Settlement;
9 and 6) class-wide treatment of the disputes raised in this action is superior to other
10 available methods for adjudicating the controversy before this Court at this time.

11 12. The Court hereby finds that the individual direct Notice given to Class
12 Members through electronic and First Class U.S. Mail, as described in and attached to the
13 Declaration of the Settlement Administrator: 1) fairly and accurately described the
14 litigation and the proposed Settlement; 2) provided sufficient information to allow the
15 Class Members to decide whether to accept the benefits offered by the Settlement, exclude
16 themselves from the Settlement, or object to the proposed Settlement; 3) adequately
17 described the manner in which Class Members exclude themselves from the Settlement or
18 object to and/or appear at the Final Approval Hearing; and 4) provided the previously
19 scheduled date, time, and place of the Final Approval Hearing. The Court hereby finds
20 that the Notice (i) was the best notice practicable under the circumstances; (ii) was
21 reasonably calculated under the circumstances, to apprise the Settlement Class Members
22 of the pendency of the action and their right to exclude themselves from or object to the
23 proposed settlement and to appear at the fairness hearing; (iii) was reasonable and
24 constituted due, adequate, and sufficient notice to all persons entitled to receive notice;
25 and (iv) complied fully with California Code of Civil Procedure §382, due process, and all
26 other applicable laws.

07/27/2024

1 13. The Court further finds that a full and fair opportunity has been afforded to
2 the Class Members to opt out of or to object to the Settlement, and to participate in the
3 hearing convened to determine whether the Settlement should be given Final Approval.

4 14. There are no objections to the Settlement or the request for Class
5 Representative Service Payment, Attorney Fees, or Costs.

6 15. As used herein, the term “Release Period” means the period from July 2,
7 2016 through March 3, 2021, but for members of the Settlement Class who also opted out
8 of the class-action settlement in *Cotter v. Lyft*, Case No. 13-cv-04065-VC, United States
9 District Court for the Northern District of California, the Release Period runs from May
10 30, 2014 through March 3, 2021.

11 16. As used in this order, “Settlement Class Members’ Released Claims”
12 means claims accruing during the Release Period that were, could have been, or could be
13 pled based on the allegations in the Third Amended Class Action Complaint. Settlement
14 Class Members’ Released Claims expressly include any and all claims, actions, demands,
15 causes of action, suits, debts, obligations, damages, rights or liabilities, of any nature and
16 description whatsoever, that could have been pled based on the same facts as those
17 alleged in the Third Amended Class Action Complaint. The released claims include
18 specifically without limitation the following Claims based on misclassification: (i) For all
19 Settlement Class Members that endorse any check or other instrument of payment issued
20 pursuant to this settlement, the endorsement shall constitute an agreement to opt-in to the
21 settlement and the Settlement Class Member shall release any claims under the Fair
22 Labor Standards Act, 29 U.S.C. § 201 *et seq.*; (ii) For all Settlement Class Members,
23 failure to reimburse for business expenses (Cal. Lab. Code § 2802 and applicable Wage
24 Order); (iii) For all Settlement Class Members, minimum wage (Cal. Lab. Code §§
25 1182.12, 1194, 1194.2, 1197, 1197.1, 1199 and applicable Wage Order); (iv) For all
26 Settlement Class Members, overtime (Cal. Lab. Code §§ 201, 202, 203, 1194, 1198, 510,
27 554 and applicable Wage Order); (v) For all Settlement Class Members, failure to
28 provide accurate wage statements (Cal. Lab. Code § 226); (vi) For all Settlement Class

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1 Members, failure to provide meal and rest breaks (Cal. Lab. Code §§ 226.7, 512, and
2 applicable Wage Order); (vii) For all Settlement Class Members, willful misclassification
3 (Cal. Lab. Code § 226.8); (viii) For all Settlement Class Members, unlawful and/or unfair
4 business practices (Cal. Bus. & Prof. Code § 17200 et seq.) (in connection with claims of
5 misclassification); (ix) For all Settlement Class Members, any applicable California
6 Labor Code claim, including Cal. Labor Code §351; and (x) For all Settlement Class
7 Members, attorneys' fees and costs (other than those awarded by the Court with regard to
8 this settlement). Released remedies flowing from these claims include all claimed or
9 unclaimed compensatory, consequential, incidental, liquidated, punitive and exemplary
10 damages, restitution, interest, costs and attorneys' fees (other than those awarded by the
11 Court with regard to this settlement), injunctive or equitable relief, and any other
12 remedies available at law or equity allegedly owed or available to the putative class
13 members arising or reasonably flowing from the Third Amended Class Action
14 Complaint.

15 17. As used in this order, "Released Parties" or "Releasees" means
16 (i) Defendant; (ii) Defendant's past, present, and future parents, subsidiaries, affiliates,
17 divisions, joint ventures, licensees, franchisees, and any other legal entities, whether
18 foreign or domestic, owned by, owning, controlled by, or controlling Defendant; and
19 (iii) any past, present, and future shareholders, officers, directors, members, agents,
20 employees, independent contractors, consultants, representatives, fiduciaries, insurers,
21 attorneys, legal representatives, predecessors, successors, and assigns of the entities listed
22 in Parts (i) or (ii) of this paragraph.

23 18. Upon payment by Defendant of all moneys required by the Agreement and
24 this Order, and excepting only the rights created by the Agreement and this Order,
25 Plaintiff and each Settling Class Member, regardless of whether he or she has received
26 actual notice of the proposed settlement shall conclusively compromise, settle, discharge
27 and release the Settlement Class Members' Released Claims against each of the Released
28 Parties.

1 19. The Agreement and the Final Approval Order are binding on all pending
2 and future lawsuits and/or arbitrations or other proceedings (i) that encompass the claims
3 released by the Class Representative and that are maintained by or on behalf of the Class
4 Representative and/or his heirs, estates, trustees, executors, administrators, principals,
5 beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming
6 through them or acting or purporting to act for him or on his behalf, and (ii) that
7 encompass the Settlement Class Members' Released Claims and that are maintained by
8 or on behalf of any Settlement Class Member who has not been excluded from the
9 Settlement Class and/or their heirs, estates, trustees, executors, administrators, principals,
10 beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming
11 through them or acting or purporting to act for them or on their behalf, regardless of
12 whether the Settlement Class Member previously initiated or subsequently initiates
13 individual litigation or other proceedings encompassed by the Settlement Class Members'
14 Released Claims, and even if such Settlement Class Member never received actual notice
15 of the Action or this proposed Settlement.

16 20. The Class Representative is barred from (i) filing, commencing,
17 prosecuting, intervening in, or participating (as class members or otherwise) in any other
18 lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction
19 based on the Released Claims, or (ii) organizing Settlement Class Members into a
20 separate group, class, or subclass for purposes of pursuing as a purported class action any
21 lawsuit or administrative, regulatory, arbitration, or other proceeding (including by
22 seeking to amend a pending complaint to include class allegations, or seeking class
23 certification in a pending Action) based on the Released Claims.

24 21. The Court hereby confirms its appointment of SSI Settlement Services, Inc.
25 as the Settlement Administrator ("SSI" or "Settlement Administrator"). SSI shall act as
26 the Settlement Administrator to perform those duties and responsibilities under this Order
27 and consistent with the terms of the Settlement Agreement. The Court finds that the
28 Settlement Administrator has thus far fulfilled its duties under the settlement.

1 22. The Court confirms its appointment of Plaintiff Nicholas LaBorde as the
2 Class Representative for the Class. The Court finds that the Class Representative has
3 adequately represented the Settlement Class for the purposes of entering into and
4 implementing the Agreement.

5 23. The Court confirms its appointment of Allen Graves, Esq. of the Graves
6 Firm as Class Counsel for the Class. The Court finds that the Class Counsel has
7 adequately represented the Settlement Class for the purposes of entering into and
8 implementing the Agreement.

9 24. Within five (5) days after this Order, the Settlement Administrator shall
10 mail notice of the entry of Judgment in this matter to each Class Member via first class
11 mail.

12 25. The “Effective Date” as used in this Order means either (a) ninety (90) days
13 after the mailing of notice of entry of Judgment or, (b) in the event of an appeal, ten (10)
14 days after the date such appeal is finally concluded and is no longer subject to review by
15 any court, whether by appeal, petition for rehearing or re-argument, petition for rehearing
16 en banc, petition for writ of certiorari, or otherwise, and such appeal or other review has
17 been finally resolved in such manner that affirms the Judgment in its entirety.

18 26. Defendant shall deposit the Total Settlement Amount of \$3,519,500 less the
19 Notice and Administration Fund already transferred to the Settlement Administrator to
20 the Settlement Administrator by no later than 5 days after the Effective Date.

21 27. The Court hereby approves allocation from the Total Settlement Amount of
22 up to \$18,600 total to SSI, the appointed Settlement Administrator, in payment of the fees
23 and costs for all services necessary to complete its duties in connection with the
24 administration of the Settlement.

25 28. The Court finds that Plaintiff’s Counsel is entitled to a fee, having
26 expended efforts to secure a common fund for the benefit of Class Members. Because
27 the Settlement provides for a true common fund, a percentage calculation is an equitable
28 method to apply in this case, and, accordingly, the Court hereby approves the application

03/22/2021

1 of Plaintiff's Counsel, Allen Graves, for the amount of \$1,173,166.67 in attorney fees.
2 The fee is equivalent to one-third (1/3) of the common fund established in this case and
3 the Court finds that it is a reasonable percentage under the circumstances.

4 29. Using the lodestar method as a cross-check, the Court finds that the
5 requested fee is well below what is supported, at a reasonable multiplier of 2.4¹.

6 30. The Court finds that Class Counsel Allen Graves' hourly rate of Six
7 Hundred Twenty-Five Dollars (\$625) per hour is reasonable and appropriate in light of his
8 skill and experience.

9 31. The Court finds that Class Counsel's Associate Jacqueline Treu's hourly
10 rate of Five Hundred and Ten Dollars (\$510) per hour is reasonable and appropriate in
11 light of her skill and experience.

12 32. The Court finds that Class Counsel's Associate Jenny Yu's hourly rate of
13 Four Hundred and Sixty-Five Dollars (\$465) per hour is reasonable and appropriate in
14 light of her skill and experience.

15 33. The Court finds that the hourly rate for Class Counsel's paralegal staff of
16 One Hundred Eighty-Five Dollars (\$185) per hour is reasonable and appropriate in light
17 of their skills and experience.

18 34. The Court finds that Plaintiff's Counsel Allen Graves is entitled to
19 \$34,700.83 for litigation costs incurred in relation to this matter.

20 35. The Court hereby approves an Enhancement Award to Plaintiff Nicholas
21 LaBorde in the amount of \$10,000.

22 36. The Court approves creation of a Reserve Fund. The Reserve Fund shall be
23 a fund equal to one percent (1%) of the Total Settlement Amount to be used to make
24 payments and cover other necessary expenses resulting from any errors or disputes in the
25 payments process. The Reserve Fund shall be taken out of the Total Settlement Amount.

26
27
28 _____
¹ The exact multiplier is 2.443231911.

07/23/2024

1 37. The portion of the Total Settlement Amount remaining after distribution of
2 the amounts approved above is referred to herein as the Net Settlement Amount.

3 38. The Net Settlement Amount shall be distributed to the Settlement Class
4 Members pursuant to the terms of the Settlement Agreement.

5 39. Settlement Payments for individual Class Members shall be calculated
6 using a points system in accordance with the following plan of allocation: Each
7 Settlement Class Member shall be awarded 1 point for each Ride given between July 2,
8 2016 and March 3, 2021 (except that no Settlement Class Member shall receive less than
9 \$10). Each Settlement Class Member who opted out of the class-action settlement in
10 *Cotter v. Lyft* shall receive one additional point for each Ride given between May 30,
11 2014 and July 1, 2016.

12 40. The Settlement Administrator shall use reasonable efforts to disburse
13 Settlement Payments to all Settlement Class Members Within 14 days of receipt of the
14 Total Settlement Amount. Such disbursements shall be made by check sent via first-class
15 mail. All checks shall be void 180 days after issuance.

16 41. For those Settlement Payments for which the Settlement Administrator
17 attempts payment by electronic funds transfer and for which such transfer is
18 unsuccessful, the Settlement Administrator shall make payment by check sent via first-
19 class mail. For those Settlement Payments for which the Settlement Administrator
20 attempts payment by check and for which such check is returned as undeliverable, the
21 Settlement Administrator shall make a diligent effort to obtain updated electronic
22 payment information or mailing addresses and attempt a second disbursement. For any
23 payments that are not successfully distributed to Settlement Class Members, after such
24 reasonable efforts have been made, those funds will return to the Settlement Fund.

25 42. The Settlement Administrator shall send an explanation with regard to each
26 electronic fund transfer or check explaining how the payment was calculated and how the
27 Class Member may challenge that calculation. Any Settlement Class Member who
28 disagrees with the calculation of their Settlement Payment may challenge the calculation

1 within 30 days. The Settlement Administrator is authorized to make distributions from
2 the Reserve Fund to Settlement Class Members to rectify any errors or omissions in the
3 original distribution.

4 43. Once the period for challenges has elapsed and all challenges have been
5 resolved pursuant to the Settlement Agreement, the remaining Reserve Fund shall be
6 deposited into the Settlement Fund. If there remains at least \$20,000, in the Settlement
7 Fund, the Settlement Administrator shall, within 10 days, distribute the amount remaining
8 in the Settlement Fund to the Settlement Class Members in proportion to the amounts of
9 their initial payments, but only for those whose further payments would be at least \$50.
10 These further Settlement Payment amounts will be calculated after deduction of a
11 reasonable cost of further notice and administration necessary for disbursement of the
12 further payments. The Settlement Administrator's cost will be agreed upon by Class
13 Counsel and counsel for Defendant.

14 44. On the same date that it initiates the disbursement of Settlement Payments
15 to Settlement Class Members, the Settlement Administrator shall pay the Enhancement
16 Award of \$10,000 by delivering to Plaintiff's Counsel a check made payable to the
17 Plaintiff.

18 45. On the same date that it initiates the disbursement of Settlement Payments
19 to Settlement Class Members, the Settlement Administrator shall pay the Attorney Fees
20 of \$1,173,166.67 and Attorney Costs of \$34,700.83 via wire transfer to Plaintiff's
21 Counsel.

22 46. Without impacting the finality of this Order, the Court hereby retains
23 continuing jurisdiction over the enforcement, implementation, construction,
24 administration, and interpretation of the Settlement.

25 47. Within 190 days after distribution of the last Settlement Payment and any
26 further Settlement Payment, the Settlement Administrator shall provide a report
27 accounting for all funds including the total amount actually paid to Class Members.
28

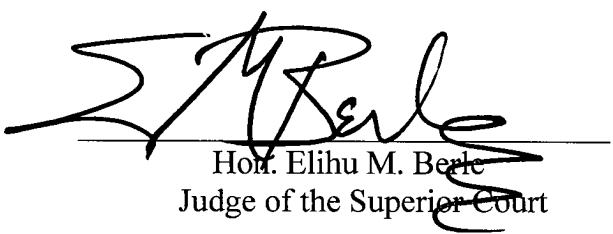
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48. Within 10 days of receipt of the Settlement Administrator's report, Plaintiff will file the report and a Proposed Amended Judgment consistent with the Settlement Agreement.

49. The Court hereby sets a hearing on an OSC re: compliance with the terms of the settlement on May 12, 2022, at 8:30 a.m. Counsel for Plaintiff is to file a report, regarding the initial distribution of settlement funds no later than May 2, 2022.

IT IS SO ORDERED.

DATED: July 21, 2021 
Hon. Elihu M. Berle
Judge of the Superior Court

07/21/2021

07/23/2024

Exhibit 1

CM ID	fname	lname	OptOut Received	OptOut Received Date
0101	Michael Anthony	Kenny	x	04-12-21
1418	David	Melnicoe	x	04-13-21
0642	Banayout	Harb	x	04-19-21
1484	Adel H Abdullah	Saleh	x	05-10-21
1238	Nicole	Moore	x	05-10-21
1099	Rashad	Alshami	x	05-17-21
1403	Pak King	Lee	x	05-20-21
1091	Rosalba	Bracamontes	X	05-26-21
0318	David	Biggs	X	05-26-21
1072	David R.	Pearling	X	05-26-21
0327	Ricardo	Valladares	X	05-26-21
0346	Jaywaun	Clark	X	05-26-21
0852	Ahanna	Oparaenyeeazu	X	05-26-21
1062	Jorge	Diaz	X	05-26-21
1041	Anika M.	Grothe	X	05-26-21
1013	Angel	Guevara	X	05-26-21
0334	Roberto	Sandoval	X	05-26-21
0897	Dionne	Armstrong	X	05-26-21
0828	Clifford	Ames	X	05-26-21
0315	Darryl	Hunter	X	05-26-21
0338	Claylon	Daves	X	05-26-21
1166	Mark	Simonds	X	05-26-21
0688	William	Alvarado	X	05-26-21
0426	Steve	Woodrow	X	05-26-21
0675	Bruce	Jones	X	05-26-21
0641	Arnold	Mazon	X	05-26-21
0471	David P	Garica	X	05-26-21
0477	Bassem	Lasheen	X	05-26-21
0496	Edward	Lucas	X	05-26-21
0577	Daniel	McCoy	X	05-26-21
0515	James	Pham	X	05-26-21
0824	Brian	Love	X	05-26-21
1348	Sue	Askew	X	05-26-21
0052	Corey	Jarvis	X	05-26-21
0066	Edward	Jetmore	X	05-26-21
1518	Joao Pedro	Lemos	X	05-26-21
1514	Gabe	Ets-Hokin	X	05-26-21
1493	Amrinder S.	Dhillon	X	05-26-21
0152	Pinky	Phang	X	05-26-21
1417	Kamila	Harkavy	X	05-26-21
1383	Cody Jay	Blair	X	05-26-21
0160	Stephen	Yun	X	05-26-21
1368	Dale	Howard	X	05-26-21
1111	Min Chul	Yoo	X	05-26-21
1355	Carlos	Ramos	X	05-26-21

07/27/2024

1114	Matthew	Castaldo	X	05-26-21
0241	Shane	Copland	X	05-26-21
1172	Timothy	Bruss	X	05-26-21
1221	Ndiasse	Ndiaye	X	05-26-21
1226	Jonathan	Ordonez	X	05-26-21
1258	Enrique	Zapata	X	05-26-21
0201	Craig	Eid	X	05-26-21
1298	Chad Dana	Cook	X	05-26-21
0189	Simon	Bath	X	05-26-21
0345	Alfredo Paul	Carranza	x	06-03-21
0172	Branko	Atanackovic	x	06-03-21
0813	Laszlo	Bihari	x	06-03-21
0528	Sonny (Hasan)	Ulusoy	x	06-03-21
0399	Mario	Lopez	X	06-04-21
0184	Dmytro	Sorokin	X	06-04-21
0193	David J.	Eichelt	X	06-04-21
0277	Ivan	Herrera	X	06-04-21
0312	Ronald	Cox	X	06-04-21
0519	Jose	Hernandez	X	06-04-21
0154	Mohammad A.	Zadran	X	06-04-21
1194	Rick	Newberger	X	06-04-21
1461	Jason	Tan	X	06-04-21
1373	David	Longo	X	06-04-21
1338	Jose Raul	Suarez	X	06-04-21
1335	Giandomenico	pavanato	X	06-04-21
1302	Seberiano	Lopez	X	06-04-21
1292	Daniel	Moore	X	06-04-21
0708	Graciela Mora	Barrera	X	06-04-21
1233	Bashiruddin	Ahmad	X	06-04-21
1107	Ramona	Gonzalez	X	06-04-21
1068	Chris	Molina	X	06-04-21
0628	Judah	Bell	X	06-04-21
1557	Torsten	Kunert	X	06-04-21
0774	Hector M.	Chavez	X	06-04-21
0561	Jeff	Bennett	X	06-04-21
0695	John	Rodriguez	X	06-04-21
0599	Robert	Nash	X	06-04-21
0979	David Samuel	Kirsh	X	06-04-21
0008	Brett V	Cisneros	x	06-07-21
1529	Manish	Mahyavanshi	x	06-07-21
1524	Emily	Grove	x	06-07-21
1410	Davis	Lee	x	06-07-21
0226	Maryann	Holmes	x	06-07-21
0617	Saul R.	Navarro Jr.	x	06-07-21
0683	William	Rodriguez	x	06-07-21
0405	Gino	Rodick	x	06-07-21
1280	Ryan	Harper	x	06-07-21

07/27/2021

0006	James	Coleman	x	06-07-21
1086	Lisa	Douglass	x	06-07-21
0115	Emily	Winslow	x	06-08-21
1521	Christopher	Arellano	x	06-08-21
0550	Sidney	Segovia	x	06-08-21
1110	Ryan	Sorgatz	x	06-08-21
0171	Robert	Avila	x	06-10-21
0074	Keith Frank	Eberl	x	06-14-21

07/23/2024

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA)
3) ss:
4 COUNTY OF LOS ANGELES)

5 I am employed in the County of Los Angeles, State of California. I am over the age of 18,
6 and not a party to the within action. My business address is 122 N. Baldwin Ave., Main Floor,
Sierra Madre, CA 91024.

7 On July 14, 2021, I served the following document(s) described as:

8 **THIRD REVISED [PROPOSED] ORDER GRANTING FINAL APPROVAL**
9 **OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE**
10 **ENHANCEMENT PAYMENT, ATTORNEY FEES, AND COSTS**

11 on the interested parties by transmitting a true and correct copy thereof addressed as follows:

12 R. James Slaughter, Erin E. Meyer
13 Ian A. Kanig, Morgan E. Sharma
14 Keker, Van Nest & Peters LLP
633 Battery Street
San Francisco, CA 94111
RSlaughter@keker.com; EMeyer@keker.com
IKanig@keker.com; MSharma@keker.com

15 **Attorneys for Defendant Lyft, Inc.**

16 **VIA ELECTRONIC TRANSMISSION:**

17 Pursuant to the Court's Order, I served said document(s) via the court-appointed e-service
18 provider, *Case Anywhere*, on all parties registered in this action.

19 **VIA U.S. MAIL:**

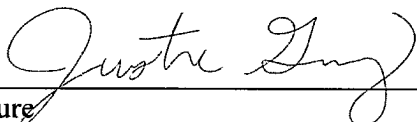
20 I am readily familiar with the firm's practice of collection and processing of
21 correspondence for mailing. Under that practice such sealed envelope(s) would be
22 deposited with the U.S. postal service on July 8, 2021 with postage thereon fully prepaid,
23 at Sierra Madre, California.

24 **VIA EMAIL:**

25 I personally sent such document(s) via email to the known email address of the person(s)
26 on whom it is to be served before 5:00 p.m.

27 I declare under penalty of perjury under the laws of the State of California that the above
28 is true and correct and was executed on July 14, 2021, at Sierra Madre, California.

29 _____
30 Justine Gray
31 Type or Print Name

32 
33 _____
34 Signature

07/22/2021

EXHIBIT 12

ORIGINAL

FILED
Superior Court of California
County of Los Angeles

APR 01 2021

Sherri R. Carter, Executive Officer/Clerk of Court
By _____ Deputy

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Kane Moon (SBN 249834)
kane.moon@moonyanglaw.com
H. Scott Leviant (SBN 200834)
scott.leviant@moonyanglaw.com
Ani Martirosian (SBN 321046)
ani.martirosian@moonyanglaw.com
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

MARCELA LOPEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

MONOGRAM AEROSPACE FASTENERS,
INC., a Delaware corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 19STCV17433

CLASS ACTION

[Hon. Elihu M. Berle, Dept. 6]

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

JUDGMENT THEREON

Action Filed: May 20, 2019

Trial Date: Not Set

RECEIVED

NOV 20 2020

FILING WINDOW

BY FAX

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff MARCELA LOPEZ (“Plaintiff”) and Defendant MONOGRAM AEROSPACE
3 FASTENERS, INC. (“Defendant”) have reached terms of settlement for a putative class action.

4 Plaintiff has filed a motion for final approval of a class action settlement of the claims asserted
5 against Defendant in this action, memorialized in FIRST AMENDED JOINT STIPULATION OF
6 CLASS ACTION SETTLEMENT (*see* Declaration of H. Scott Leviant In Support of Plaintiff’s Motion
7 for Final Approval of Class Action Settlement [“Leviant Decl.”], at Exh. 1). The FIRST AMENDED
8 JOINT STIPULATION OF CLASS ACTION SETTLEMENT is referred to herein as the “Agreement”
9 or “Settlement.”

10 After reviewing the Agreement, the Notice process, and other related documents, and having
11 heard the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

12 1. The Court finds that the terms of the proposed class action Settlement are fair,
13 reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting
14 preliminary approval of the class action settlement the Court has considered the factors identified in
15 *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer,*
16 *Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006).

17 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
18 non-collusive arms-length negotiations. The Court further finds that the parties have conducted
19 thorough investigation and research, and the attorneys for the parties are able to reasonably evaluate
20 their respective positions. The Court also finds that settlement at this time will avoid additional
21 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
22 of the action. The Court finds that the risks of further prosecution are substantial.

23 3. The parties’ Settlement is granted final approval as it meets the criteria for final
24 settlement approval. The settlement falls within the range of possible approval as fair, adequate, and
25 reasonable.

26 4. The Class Notice provided to the Settlement Class conforms with the requirements of
27 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and
28 United States Constitutions, and any other applicable law, and constitutes the best notice practicable

1 under the circumstances, by providing individual notice to all Class Members who could be identified
2 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
3 matters set forth therein to the other Settlement Class Members. The Class Notice fully satisfied the
4 requirements of due process. The distribution of the Notice Packet directed to the Settlement Class
5 Members as set forth in the Agreement and the Court's directions has been completed in conformity
6 with the Preliminary Approval Order.

7 5. The following persons are certified as Class Members solely for the purpose of entering
8 a settlement in this matter:

9 All non-exempt employees of Defendant who worked for Defendant in
10 California during the Class Period (the "Class Period" is May 20, 2015 through April
20, 2020).

11 (Settlement, ¶¶ 3-4.)

12 6. The Court also defines the following "PAGA Employees" impacted by the proposed
13 settlement of PAGA claims:

14 Class Members that worked during the PAGA Period. (the "PAGA Period" is
15 May 20, 2018 through April 20, 2020).

16 (Settlement, at ¶¶ 10-11.)

17 7. Settlement Class Members who did not timely object to the settlement set forth in the
18 Agreement are barred from prosecuting or pursuing any appeal of the Court's Order Granting Final
19 Approval to the Agreement and are deemed to have released claims to the extent described in the
20 Agreement.

21 8. No Class Members submitted a timely request for exclusion according to the Settlement
22 Administrator and are thus excluded from the Final Approval Order and Judgment in the Action. All
23 Class Members are bound by the Final Approval Order and Judgment in the Action.

24 9. Plaintiff MARCELA LOPEZ is appointed the Class Representative. The Court finds
25 Plaintiff's counsel are adequate, as they are experienced in wage and hour class action litigation and
26 have no conflicts of interest with absent Settlement Class Members, and that they adequately
27 represented the interests of absent class members in the Litigation. Kane Moon, H. Scott Leviant, and
28 Lilit Ter-Astvatsatryan of Moon & Yang, APC, are appointed Class Counsel.

1 10. The Settlement is approved. Upon entry of this Final Approval Order and Judgment,
2 compensation to the Class Members shall be effectuated pursuant to the terms of the Settlement.

3 11. The Court hereby approves the payment of an enhancement award to Plaintiff
4 MARCELA LOPEZ in the amount of \$7,500 / \$ _____ [up to \$7,500.00 pursuant to
5 ~~Settlement~~]. The Court finds that this amount is fair and reasonable in light of Plaintiff's contributions
6 to this litigation, and this amount is unopposed.

7 12. The Court approves and orders payment in the amount of \$8,500 /
8 \$ _____ [up to \$15,000 pursuant to ~~Settlement~~] to Phoenix Settlement Administrators for
9 performance of its services as the Settlement Administrator.

10 13. The Court approves and orders payment in the amount of \$27,000.00 to the Labor and
11 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
12 General Act of 2004 (Labor Code § 2698 *et seq.*).

13 14. The Court approves the payment of attorneys' fees to Class Counsel in the amount of
14 \$241,666.66 / \$ _____ [up to one-third of the Gross Settlement Amount pursuant to the
15 ~~Settlement~~], and the reimbursement of litigation expenses in the sum of \$10,292.78 /
16 \$ _____ [up to \$15,000 pursuant to the ~~Settlement~~].

17 15. Upon the final approval by the Court of this Settlement, and except as to such rights or
18 claims as may be created by this Settlement, the Class Representatives, the Class and each Class Member
19 who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim,
20 will release claims as follows:

- 21 (a) **Identity of Released Parties.** The released parties are Defendant, and each of
22 its/their former and present direct and/or indirect owners, dba's, affiliates, parents,
23 subsidiaries, brother and sister corporations, divisions, related companies,
24 successors and predecessors, and current and former employees, attorneys, officers,
25 directors, shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries,
26 subrogees, executors, partners, privies, agents, servants, insurers, representatives,
27 administrators, employee benefit plans, and assigns of said entities (collectively
28 "Releasees").

1 (b) **Date Release Becomes Active.** The Released Claims will be released upon the
2 later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's
3 obligation to provide to the Settlement Administrator a sum in the amount required
4 to satisfy all required payments and distributions pursuant to this Settlement and
5 the Order and Judgment of final approval. Class Members will not release claims
6 until both the Effective Date of the Settlement has occurred, **and** Defendant has
7 paid all amounts owing under the Settlement.

8 (c) **Claims Released by Specified Class Members.** Each and every Class Member,
9 on behalf of himself or herself and his or her heirs and assigns, unless he or she has
10 properly elected to opt out of the Class (which will not effectuate an opt-out from
11 the PAGA claim), hereby releases Releasees from the following claims ("Released
12 Claims") for the entire Class Period:

13 1) any and all claims stated in the Action, or that could have been stated based
14 on the facts alleged in the Action, implicitly or explicitly, including but not
15 limited to state wage and hour claims (including all claims under the
16 California Labor Code) for unpaid wages, minimum wage, overtime, off-
17 the-clock work, meal periods, rest periods, wage statement violations,
18 interest, penalties, and attorneys' fees, waiting time penalties, withholding
19 from wages and the related provisions of the Labor Code including but
20 limited to Labor Code §§ 201-204, 210, 216, 218.6, 226, 226.3, 226.7,
21 510, 512, 512.5, 558, 1194, 1194.2, 1198, derivative claims under
22 California Business & Professions Code §§ 17200 et seq., and all claims
23 under the governing Wage Order;

24 2) as to any Class Member who cashes their Settlement Payment, the signing
25 and negotiation of that check shall serve as the Class Member's consent to
26 join the action for purposes of releasing claims arising under the Fair Labor
27 Standards Act that are related to the claims stated in the Action, implicitly
28 or explicitly; and,

1 (d) in addition, as to *all* Class Members employed during the Released PAGA
2 Claims Period, whether requesting exclusion from the Settlement or not, claims
3 arising under the Private Attorneys General Act of 2004, Labor Code § 2698 et
4 seq., to the extent asserted in Plaintiff's administrative exhaustion letter submitted
5 to the LWDA and any Complaint in this matter ("Released PAGA Claims"), for
6 the Released PAGA Claims Period.

7 16. Upon completion of the administration of the Settlement, the Parties shall file a
8 declaration stating that all amounts payable under the Settlement have been paid and that the terms of
9 the Settlement have been completed.

10 17. A case review hearing shall be scheduled for October 29, 2021, at
11 8:30 a.m./p.m. The declaration of the Settlement Administrator shall be filed at least 10
12 calendar days prior to the case review hearing. If the Settlement Administrator reports by way of a
13 timely-filed Declaration that all amounts payable under the Settlement have been paid and the terms of
14 the Settlement have been completed, no appearances are required at the case review hearing.

15 18. The included "Judgment" is intended to be a final disposition of the Action in its
16 entirety and is intended to be immediately appealable.

17 19. The Court retains jurisdiction to consider all further applications arising out of or in
18 connection with the settlement.

19
20 **JUDGMENT**

21 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
22 entered whereby the Plaintiff and all Settlement Class Members shall take nothing from Defendant,
23 except as expressly set forth in the Settlement, which was previously filed as Exhibit 1 to the Declaration
24 of H. Scott Leviant in Support of Plaintiff's Motion for Final Approval of Class Action Settlement.

25 Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California
26 Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiffs,
27 Settlement Class Members, and Defendants, for the purposes of:

28 (a) supervising the implementation, enforcement, construction, and interpretation of the

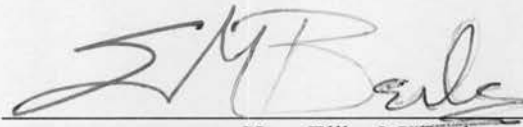
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Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,
and the Judgment; and

(b) supervising distribution of amounts paid under this Settlement.

IT IS SO ORDERED.

Dated: April 1, 2021



Hon. Elihu M. Berle
LOS ANGELES COUNTY SUPERIOR COURT JUDGE

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT; JUDGMENT THEREON** on the interested parties in this action by sending the original [or] a true copy thereof to interested parties as follows [or] as stated on the attached service list:

John F. Kuenstler
john.kuenstler@btlaw.com
Kathleen Anderson
kathleen.anderson@btlaw.com
Garrett S. Llewellyn
garrett.llewellyn@btlaw.com
BARNES & THORNBURG LLP
2029 Century Park East, Suite 300
Los Angeles, California 90067
Telephone: 310-284-3880
Facsimile: 310-284-3894

Attorneys for Defendant

BY ELECTRONIC SERVICE: Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service CASEANYWHERE. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **November 20, 2020** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature

EXHIBIT 13

03/28/2023

David W. Slayton, Executive Officer / Clerk of Court

M. Franson

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JUSTICE LAW CORPORATION
(&! "4>?@A"BCD?"-CEF"1GHIJK"2JD@H"!+!"
\$ LCFCMHICK"NCODP>?IDC"*!+\$"
% 8HOQ"5)!7"#\$+:(&+#"
& BCRQ"5)!7"#\$+:(#&*"
, !""#\$%&'()*#&LOCDI@DPP"

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

14,;="S1;T31SK"DIMDGD MJCOOUK"CIM">I"
VHACOP">P">@AH?"WHWVH?F">P"@AH"XHIH?CO"YJVODZ"
FDWOC?O?FD@C@M
LOD@PK
G\
NN0"8.6=K"]4N\K"C",HOC^CZHY>?C@D>I"
CIM",-=2"! "@A?>JXA"!++K"DIZOJFDGH[
,HPHIMCI@F"

NCFH"4>Q"#+28N9%+(#&"
FFDXIHM"P>?"100"LJ?Y>FHF"@>Q"
>I>?CVOH"=ODAJ"S\6H?OH"
,HYC?@WHI@""

LASS ACTION

**PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

HC?DIX",C@HQ""""""""SC?ZA"!(K"#+#\$"
HC?DIX"8DWHQ""""""C\W"
HC?DIX"LOCZHQ""""""",HYC?@WHI@""

[>WYOCDI@"BDOHMQ"""-Z@>VH?"#!K"#+++"
13"DDOIT"CO""""""""""C@C@Z"1"#\$%&'()*#&

Electronically Received 03/27/2023 11:24 AM

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\$ N>F@EIM#IACIZHWHI@C?MK'IMCP@Z?IFDMH?@XMCYH#FVWD@DHFMY?>@P"@AH"
% W>@D>DKZOJMD@X'HWHIMHM"DI@DYJOC@PNOCFH@@OHWHI@OHCFH2H@@OHWHI@
& 1X?HHWHI@Ka"2H@@OHWHI@Ka">?"1X?HHWHI@a7K"AH?HYZUCB]P,20G,>^FQ
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(HI@H?HM"C"2H@@OHWHI@"1X?HHWHI@">I">?"CV>J@I@X@OH@&ADF"OC^FJD@<"
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#+ HPPHZP@AHPMH?EIMBJMXWHID@ADE^FJD@AKI@APCG>?CVOHPCG>?CVOHKCOOCFF"
#! SHWHVH?F"^A>"M>"I>@"@DWHOU">Y@>"J@>P"@AH"MH@N@CDWCH@F'5'EJCODPDH
V\ Z>IF@D@I@AHZACCF"?HCF>ICVOCZJOC@MMR?AZD?ZJWF@CIZHFK">MH?PNDGDO"
#\$ L?>ZHMJ?H"FHZ@D>I"\$)#K"NCODP>?IDC";JOHF">P"NIM@MHPJOH?SHFK"C
#% Z\ Z>IF@D@I@AHZACCF"?HCF>ICVOCZJOC@MMR?AZD?ZJWF@CIZHFK">NOCFFSSHWHVH?FIMH?@"AH"
#& ZD?ZJWF@CIZHF">P"@AH"OC^FJD@["CIM"
M\ Z>IF@D@I@AHZACCF"?HCF>ICVOCZJOC@MMR?AZD?ZJWF@CIZHFK">NOCFF"
#(SHWHVH?F"
+ f'f'f'

. \ BDICQH@@OHWHI@GCO\8AH"@H?WETM"Y?>GDFD>HP"@AHZ@OHWHI@"
1X?HHWHI@GN'HHHI@H?EMK>>MPCD@AMC?H@AH?>MJZ@C?W_F:OHIX@A"@DC@AD>IF"
\$ HRYH?DHIZHMFHOA>"ACGM>IHC"WHCIDIXPDGCHF@DXERD@LPCDWF@AMDFYJ&AH"
% 2H@@OHWHI@WHI@MCO@AH?WHMY?>GDFD>HPJOOCIMPDICOOVY?>GIMP@CD?K"
& ?HCF>ICVONKHdJC@HNDI"@AMHFD@H?H@FAHC?@D&FMLC?@DHFHAH?HWID?HZ@HM"
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!\$)\ ;HOHCFHF\
!% C\ ;HOHCFHNOCDWENOCSHHWVH?FY>I"PDICCOY?>GCU@AN"J?@KAH"
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#+ N>MHFHZ@D!F%K!!*%#K!!*(K"CIM!!*(!" P>?PCDOJ@FYCUWDIDWJWCXH[5V7COOHXHM"
#! GD>OC@EP@EV>N>MHFHZ@D&F"CIM!!*) P>?PCDOJ@FYCU"GH?@DWHHF5Z7COOHXHM"
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#% >P@CV>N>MHFHZ@D#H!#+\$"DIZOJMDV@@"@ODWD@HM"DOJ@FY"CPDICC'XHFA'DWHOUK"
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#(PCDOJ@FYHDWVJ?VFDIHHRYPYHIFHEA'COOHXHMOC@EP@FYDIHFE'IML?>PHFFD>NFMH"
#^ FHZ@D#H+K&'&["5DL'1/1" YHICO@DHF'AHMH?OUD@FOHXHM"V?>MIGD>OC@D@A@@"

. ^H?HYOHM"LOCDI@DHF@H@'ANCODP>?OCV">?CIMg>?EP>?ZH,HGHO>YWHI@HIZU"
5`0g,1a7" MC@HMKJF@!\$K"#++#[["CIM"5b7'CIU"ZOCDFP?"JIYCDM'CXHF">?">GH?@DWH"
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& -YH?C@DGHWYOCDB@H";HOHCFHNO'CDWFZ@JMHU'ZOCDFW@AD@ABE">YIC?DFDIX">?"
' VHP>?H"BVH?JC?U"!+K"#++#\ "
(V\ ;HOHCFHNO'CDWFU'LOCDI@DPRZHY@"FYHZDPDHF@AH@OHWHI@"
) 1X?HHWHI@K!"PDICOYY?>GVO"@AN">J?@K'AHOCDI@DOP'HOOHCFHMMDFZAC?XAH"
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FHZ@D>I"!&%#\ "
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HWYO>UHP@K'HE'WYO>UHPFK'HFHI@C@D@H@K">?IHY@K@"Y?HFHI@K'COOH?F>IF"
#(CZ@DIX"JIMH?K"VUK"@A>JXAK">?"DI"Z>IZH?@"^D@A"CIU">P"@AHW"
+ f'f'f'

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f'f'f'

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Elihu M. Berle
HONORABLE ELIHU M. BERL
Elihu M. Berle / Judge

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**PROOF OF SERVICE
1013A(3) CCP**

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 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103.

On March 27, 2023, I served the foregoing document described as

[PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT

on interested parties in this action by submitting a true and correct electronic copy thereof, to the below as follows:

Paul Berkowitz, Esq. (PBerkowitz@sheppardmullin.com)
Ronda D. Jamgotchian (rjamgotchian@sheppardmullin.com)

SHEPPARD MULLIN
1901 Avenue of the Stars, Suite 1600
Los Angeles, CA 90067-6017

Attorney(s) for Defendant CCL Tube, Inc.

[X] BY ELECTRONIC SERVICE

Pursuant to the Court's Order or an agreement between the Parties regarding Electronic Service, I caused the documents described above to be E-Served through Caseanywhere.com by electronically mailing a true and correct copy to the individual(s) listed above, at the time indicated by Caseanywhere.com.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 27, 2023, at Pasadena, California.



Anna Okada

EXHIBIT 14

BY FAX

1 J.R. Howell (Bar No. 268086)
2 **JR HOWELL & ASSOCIATES**
3 5062 Lankershim Blvd., Suite 29
4 Los Angeles, CA 91601
5 P: (202) 494-8156
6 F: (310) 362-8761
7 jrhowell@jrlegalstrategies.com
8 *Lead Class Counsel*

RECEIVED
LOS ANGELES SUPERIOR COURT
JAN 30 2019
S. DREW

FILED
Superior Court of California
County of Los Angeles
APR 05 2019
Sherri B. Carter, Executive Officer/Clerk
Michael Rivera Deputy
Michael Rivera

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

8 **RYAN MASALCAS, TARNIESHA**) **CIVIL ACTION NO.: BC571867**
9 **STIMAGE, BRIAN PHELPS, P.**)
10 **ANDREW ISMAIL, MATTHEW**) **CLASS ACTION**
11 **RUSSELL, and MASAYOSHI SASAKI,**) **JUDGMENT**
12 **on behalf of themselves and all others**) **[PROPOSED] ORDER GRANTING**
13 **similarly situated,**) **PLAINTIFFS' MOTION FOR FINAL**
14 **Plaintiffs,**) **APPROVAL OF CLASS ACTION**
15 **vs.**) **SETTLEMENT**
16 **GUARDIAN ARMS PACIFIC, LP,**) **DATE: MAR. 11, 2019**
17 **Defendant.**) **TIME: 9:00AM**
18) **DEPT: SIX**
19)
20)
21)
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28)

19 Plaintiffs Ryan Masalcas, Tarniesha Stimage, Brian Phelps, P. Andrew Ismail, Matthew
20 Russell, and Masayoshi Sasaki and Defendant (collectively "Plaintiffs") and Defendant Guardian
21 Arms Pacific, LP, ("Defendant") have reached terms of settlement of two certified class actions
22 and a related subclass as set forth in the Class Action Settlement Agreement (attached and
23 incorporated as "Exhibit A" hereto, hereinafter at times referred to as the "Settlement
24 Agreement" or "Agreement"). The Court has considered the parties' papers, relevant legal
25 authority, and the record in this case, and the Court hereby GRANTS the Motion for Final
26 Approval of Class Action Settlement.

27 WHEREAS, on May 5, 2016, this Court issued an Order certifying two classes and one
28 subclass;

1 WHEREAS, on December 7, 2018, the Court issued an Order approving the settlement
2 on a preliminary basis;

3 WHEREAS, the parties have negotiated at length, in good faith;

4 WHEREAS, the parties have reached the Settlement Agreement after a private mediation
5 on April 7, 2017, and continued negotiations thereafter;

6 WHEREAS, a fairness hearing on the proposed Settlement having been duly held and a
7 decision reached;

8 NOW, therefore, the Court grants final approval of the Settlement, and

9 **IT IS HEREBY ORDERED AS FOLLOWS:**

10 1. To the extent defined in the Class Action Settlement Agreement, (attached hereto as
11 Exhibit A), and incorporated herein by reference, the terms in this Order shall have the meanings
12 set forth therein.

13 2. The Court has jurisdiction over the subject matter of this Action, Defendants, and the
14 Class.

15 3. The Court has determined that the content and manner of notice given to the Class
16 fully and accurately informed all persons in the Class of all material elements of the proposed
17 Settlement. The Class was informed of the plan of distribution of the Settlement funds, the
18 application for an enhancement award to the Class Representatives, and the application for an
19 award of attorneys' fees and costs to Class Counsel. The notice plan constituted the best notice
20 practicable under the circumstances, and constituted valid, due, and sufficient notice to all Class
21 Members.

22 4. The Court hereby grants final approval of the Settlement as fair, reasonable, and
23 adequate in all respects to the Class Members;

24 5. The plan of distribution of funds as set forth in the Settlement, providing for the
25 distribution of the Net Settlement Amount to Class Members, is approved as being fair,
26 reasonable, and adequate.

27 6. The \$150,000.00 Settlement Fund shall be dispersed in accordance with the Settlement
28 Agreement, net of approved deductions.

 7. The Court approves the appointment of Dahl Administration as the Settlement
Administrator to carry out the distribution of settlement funds set forth in the Settlement
Agreement.

1 8. The Court approves the payment of reasonable claims administration and settlement
2 distribution costs to Dahl Administration, in the amount of \$6,727.00, which shall be paid from,
3 and not in addition to, the Total Class Action Settlement Amount.

4 9. The Court approves an Enhancement Award of ^{\$15,000}~~\$21,000.00~~ in equal parts to the
5 Named Plaintiffs. The Enhancement Award shall be paid from, and not in addition to, the Total
6 Class Action Settlement Amount. *\$6,000 shall be added to net settlement amount available to be distributed to class members*

7 10. The Court approves the payment of attorneys' fees in the amount of \$50,000.00 (or
8 33.3% of the Settlement Fund) to be paid from the Settlement Fund to Class Counsel. The fees
9 shall be paid from, and not in addition to, the Total Class Action Settlement Amount.

10 11. The Court approves the designated *Cy Pres*, the Housing Rights Center, as
11 reasonable and appropriate.

12 12. Upon entry of a Final Order and Judgment, the claims in this Action of each Class
13 Member and against any and all of the released parties as defined in the Settlement Agreement,
14 will be fully, finally, and forever released, relinquished, and discharged pursuant to the terms of
15 the Settlement Agreement.

16 13. Each member of the Class, excluding those Members identified as timely opting-out
17 to the extent permitted by the opt-out notice, will be bound by a Final Order and Judgment.

18 14. This Final Approval Order, and all papers related hereto, are not, and shall not be
19 construed to be, an admission by Defendant of any liability, claim, or wrongdoing whatsoever,
20 and shall not be offered as evidence of any such liability, claim, or wrongdoing in this Action or
21 in any other proceeding.

22 IT IS SO ORDERED.

23 DATED: April 5, 2019

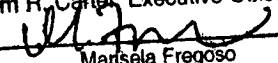
24 *Class Members Jonathan Verd and Ron Luba have opted out and are excluded*
25 *15. OSC re compliance with Settlement and Judgment set for 1/17/20 at 8:30 am. Report due 12/31/19.*
26 *[Signature]*
27 Hon. Elihu M. Berle,
28 Judge, Los Angeles County Superior Court

EXHIBIT 15

1 Kevin Mahoney (SBN: 235367)
2 kmahoney@mahoney-law.net
3 Joshua D. Klein (SBN: 322099)
4 jklein@mahoney-law.net
5 **MAHONEY LAW GROUP, APC**
6 249 East Ocean Boulevard, Suite 814
7 Long Beach, CA 90802
8 Phone No.: (562) 590-5550
9 Facsimile No.: (562) 590-8400

FILED
Superior Court of California
County of Los Angeles

JUL 19 2021

Sherri R. Carter, Executive Officer/Clerk
By  Deputy
Marisela Fregoso

7 Attorneys for Plaintiffs WALTER MEDRANO and JOSE RIVAS, as individuals and on behalf
8 of all similarly situated employees,

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES-CENTRAL DISTRICT**
11 **SPRING STREET COURTHOUSE**

12 WALTER MEDRANO,

13 Plaintiff,

14 vs.

15 SOLE TRANSPORT, L.L.C. dba SOLAR
16 TRANSPORT; and DOES 1 through 50,
17 inclusive,

18 Defendant.

Case No.: 19STCV35229

CLASS ACTION

~~AMENDED [PROPOSED] COMBINED~~
**ORDER AND JUDGMENT GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF SETTLEMENT AND
APPLICATION FOR ATTORNEYS'
FEES, COSTS, AND ENHANCEMENT
AWARD**

Assigned to for all purposes:
Hon. Elihu M. Berle, Dept.: SS6

Date: July 19, 2021
Time: 10:00 a.m.
Dept: SS6

Complaint Filed: October 3, 2019
Trial Date: Not Yet Set

20 RECEIVED
21 MAY 20 2021

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1 **PROPOSED ORDER AND JUDGMENT**

2 The Court, having read and considered the papers filed in support of the motion, the
3 proposed class notice and other documents, having considered the arguments of counsel, and good
4 cause appearing therefore,

5 **IT IS HEREBY ORDERED:**

6 1. The Court hereby approves the terms set forth in the Parties' Joint Stipulation and
7 Settlement Agreement (the "Settlement Agreement") entered into by and between Plaintiffss
8 WALTER MEDRANO and JOSE RIVAS ("Plaintiffs") and Defendant SOLE TRANSPORT,
9 L.L.C. dba SOLAR TRANSPORT ("Defendant") (collectively referred to as "the Parties."). The
10 Joint Stipulation of Class Action Settlement and Release was filed on September 25, 2020, as
11 Exhibit A to the Declaration of Kevin Mahoney in Support of Preliminary Approval, and is
12 referred to herein as the "Settlement Agreement." The Settlement Agreement shall be
13 incorporated into this Judgment as though all terms therein are set forth in full. The capitalized
14 terms in this Order and Judgment shall have the same force and effect as the terms defined in the
15 Settlement Agreement.

16 2. The Court certifies the class for purposes of settlement. The following persons are
17 conditionally certified as class members for settlement purposes: "All current and former
18 employees of Defendant who worked for Defendant in California in a non-exempt driver position
19 at any time during the Class Period of October 3, 2015, through September 10, 2019, and who
20 have not previously executed a release covering all claims at issue in this action" ("Class
21 Members.") Class Members will share in a One Hundred Forty-Five Thousand-Dollar
22 (\$145,000.00) Settlement ("Gross Settlement Amount" or "GSA").

23 3. The Settlement releases Defendant, as well as the Released Parties as defined in
24 the Settlement Agreement and pursuant to the terms of the Settlement Agreement in this matter
25 as follows: As of the Effective Date, in exchange for the terms and conditions of this Agreement,
26 Named Plaintiffs and Class Members who do not timely submit a valid Request for Exclusion
27 shall be deemed, without the need to take any further action, to have fully released and discharged
28 all of the Released Parties as follows:

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1 [A]ny and all claims, causes of action, damages, wages, benefits, expenses, penalties, debts,
2 liabilities, demands, obligations, attorneys' fees, costs, and any other form of relief or remedy in
3 law, equity, or whatever kind of nature, based on the facts alleged in the Complaint, including,
4 all claims for unpaid wages, failure to pay wages due at separation of employment, failure to issue
5 accurate itemized wage statements, failure to indemnify for expenditures or losses in discharge
6 of duties, and unlawful business practices under the California Labor Code and/or the California
7 Business and Professions Code, including all claims for restitution or equitable relief, liquidated
8 damages, penalties of any nature whatsoever, attorneys' fees and costs, asserted or that might
9 have been asserted by any Class Member against the Released Parties based on the facts or claims
10 alleged in the Action during the Class Period. The claims released by the Class Members also
11 include claims under the Private Attorneys General Act of 2004, Cal. Labor Code §§ 2699 *et seq.*
12 ("PAGA"), for civil penalties based on any of the violations alleged in Plaintiff's September 23,
2019, Notice of Labor Code Violations, which include civil penalties under PAGA for violations
of Labor Code sections 201, 202, 203, 226, 266.7, 227.3, 510, 512, 1174, 1194, and 2802, as well
as the provisions of the applicable IWC Wage Orders (collectively referred to as "Class Members'
Released Claims"). The Class Members' Released Claims include claims meeting the above
definition(s) under any and all applicable statutes, including without limitation the California
Labor Code, the California Unfair Competition Act, and in particular, California Bus. & Prof.
Code §§ 17200 *et seq.*, and the PAGA.

13 4. The Court finds that the Settlement was made and entered into in good faith and
14 constitutes a fair, reasonable and adequate compromise of the Released Claims against Defendant.

15 5. If the Settlement does not become final and effective in accordance with the terms
16 of the Settlement, then this Order and Final Judgment shall be rendered null and void and shall
17 be vacated and, in such event, all orders entered, including, but not limited to, the conditional
18 certification for purposes of settlement only of a class of Class Members, and all releases
19 delivered in connection herewith, shall be null and void.

20 6. Notice to Class Members, including the mailing of the Class Notice set forth in the
21 Settlement Agreement, has been completed in conformity with the Preliminary Approval Order.
22 The Notice informed Class Members of the manner in which to request exclusion or to object to
23 the settlement and the deadlines for each, as well as the right to appear at the final approval
24 hearing. Adequate periods of time were provided for each of these procedures. As part of this
25 notice process, 0 putative class members opted-out of the Class, and 0 putative class
26 members objected to the settlement.

27 7. Class Counsel, Mahoney Law Group, APC, is awarded attorneys' fees of Forty-
28 Eight Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$48,333.33), and

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1 costs of Eleven Thousand, Six Hundred Ninety Dollars and Eighty-Eight Cents (\$11,690.88).

2 8. Class representative, Walter Medrano, is awarded an enhancement payment of
3 Five Thousand Dollars (\$5,000.00). Class representative, Jose Rivas, is awarded an enhancement
4 payment of Two Thousand Five Hundred Dollars (\$2,500.00).

5 9. The claims administrator, Phoenix Settlement Administrators, is awarded costs
6 associated with the administration of this matter of Four Thousand Dollars (\$4,000.00).

7 10. The Court hereby approves the PAGA penalties in the total amount of Eight
8 Thousand Dollars (\$8,000.00), of which 75% (\$6,000.00) will be paid to the Labor and Workforce
9 Development Agency and 25% (\$2,000.00) will be distributed to Class Members.

10 11. The remaining amount shall be the Net Settlement Amount (“NSA”), which will
11 be distributed in its entirety to Class Members who have not excluded themselves from the
12 Settlement based on the number of workweeks worked by the Class Member, whether the Class
13 Member is a current or former employee. The Settlement Administrator shall issue payment
14 according to the terms of the Settlement Agreement. The Settlement Administrator shall include
15 a copy of the executed copy of this Combined Order and Judgment in the envelope to each Class
16 Member as notice pursuant to Cal. Rules of Court, rule 3.771(b).

17 12. Any envelope transmitting a settlement distribution to a class member shall bear
18 the notation, “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.”

19 13. Any settlement distribution check shall be negotiable for at least ninety (90) days
20 but not more than one hundred and eighty (180) days from the date of mailing.

21 14. The administrator shall mail a reminder postcard to any class member whose
22 settlement distribution check has not been negotiated within sixty (60) days after the date of
23 mailing.

24 15. If (i) any of the class members are current employees of the defendant, (ii) the
25 distribution mailed to those employees is returned to the administrator as being undeliverable,
26 and (iii) the administrator is unable to locate a valid mailing address, the administrator shall
27 arrange with the defendant to have those distributions delivered to the employees at their place of
28 employment.

07/22/2021

1 16. Any settlement checks that remain uncashed one hundred and eighty (180) or more
2 calendar days after issuance by the Class Action Administrator shall be voided. If any checks
3 remain uncashed or not deposited by the expiration of the 180-day period, the Settlement
4 Administrator will, within two hundred (200) calendar days after the checks are initially mailed,
5 transfer the amount of the individual settlement share to the State Controller's Unclaimed
6 Property Fund under the unclaimed property laws in the name of the Class Member.

7 17. Judgment is entered pursuant to: (1) the terms of the Settlement Agreement; (2)
8 the March 24, 2021, Order granting preliminary approval of the Settlement; and (3) this Order
9 granting final judgment.

10 18. Neither this Judgment nor the Settlement Agreement shall constitute an admission
11 by Defendant of any liability or wrongdoing, nor is this Final Judgment a finding of the validity
12 of any of the claims alleged in the lawsuit or a finding of liability or wrongdoing by Defendant.

13 19. Without affecting the finality of this Judgment in any way, the Court shall retain
14 exclusive and continuing jurisdiction over the above-captioned parties, including all Class
15 Members pursuant to California Rules of Court, Rule 3.769 for purposes of supervising,
16 administering, implementing, enforcing, and interpreting the Settlement Agreement and the Final
17 Approval Order.

18 20. The Court orders a final distribution report from the settlement administrator
19 demonstrating compliance with the settlement to be filed no later than 3/15/22, at
20 ~~which~~ which is also a non-appearance date for submission.

21 21. *OSC re Compliance is set for 3/29/22 at 8:30 am*
21. Within thirty (30) days after the final distribution report is filed with the Court, the
22 Parties shall prepare and file a stipulation and proposed order and Proposed Amended Judgment.
23 The stipulation and Proposed Amended Judgment shall include the amount of any unclaimed or
24 abandoned fund.

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22. Accordingly, the Court orders all Parties and their counsel to cooperate in fulfilling the terms of the Settlement Agreement herein consistent with this order, and this Court shall retain jurisdiction to effectuate the terms of the settlement including the binding effect of the releases set forth in the Settlement Agreement as to both the class representative and the putative class herein.

IT IS SO ORDERED.

DATED: July 19, 2021


Honorable Elihu M. Berle
Judge of the Superior Court

07/22/2021

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PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

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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 **May 19, 2021**, I served [X] true copies [] originals of the following document described as: **AMENDED [PROPOSED] COMBINED ORDER AND JUDGMENT GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES, COSTS, AND ENHANCEMENT AWARD**. The document was served on the interested parties in this action, addressed as follows:

Brian Mills, Esq. Tiffany Brosnan, Esq. Erin Leach, Esq. SNELL & WILMER L.L.P. 600 Anton Blvd., Ste. 1400 Costa Mesa, CA 92626	Attorneys for Defendant SOLE TRANSPORT, L.L.C. dba SOLAR TRANSPORT Telephone: (714) 427-7000 Facsimile: (714) 427-7799 Email: bmills@swlaw.com tbrosnan@swlaw.com eleach@swlaw.com
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17
 By electronic service: Based on a court order, I caused the document(s) to be sent to the persons at the electronic service addresses listed above by transmission through CASE ANYWHERE.

18
19
20
 (State): I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **May 19, 2021**, at Long Beach, California.

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25
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Gilbert Martinez

07/22/2021

EXHIBIT 16

Electronically Received 04/14/2022 09:35 PM

1 Edwin Aiwazian (SBN 232943)
2 Arby Aiwazian (SBN 269827)
3 Joanna Ghosh (SBN 272479)
4 **LAWYERS for JUSTICE, PC**
5 410 West Arden Avenue, Suite 203
6 Glendale, California 91203
7 Tel: (818) 265-1020 / Fax: (818) 265-1021

8 *Attorneys for Plaintiffs Peter Doykos, Jadira Martinez, Moneka Majors, Nicolas Barajas,*
9 *Rolando Rendon, Roger Aguilar Martinez, and Daisy Jimenez*

10 Amir Nayebdadash (SBN 232204)
11 Heather Davis (SBN 239372)
12 **PROTECTION LAW GROUP LLP**
13 136 Main Street, Suite A
14 El Segundo, California 90245
15 Tel: (424) 290-3095 / Fax: (866) 264-7880

16 *Attorneys for Plaintiff Karen Mitchell and the Class*

17
18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF LOS ANGELES**

20 KAREN MITCHELL, individually and on
21 behalf of others similarly situated,

22 Plaintiff,

23 vs.

24 BLACKSTONE GAMING, LLC, a Limited
25 Liability Company and DOES 1 through 100,
26 inclusive,

27 Defendants.

Case No.: 19STCV35337

Honorable Elihu M. Berle
Department 6

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: June 15, 2022
Time: 10:00 a.m.
Department: 6

Complaint Filed: October 3, 2019
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles
06/15/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: M. Fregoso Deputy

1 This matter has come before the Honorable Elihu M. Berle in Department 6 of the above-
2 entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, on Plaintiffs
3 Karen Mitchell, Peter Doykos, Jadira Martinez, Moneka Majors, Nicolas Barajas, Rolando
4 Rendon, Roger Aguilar Martinez, and Daisy Jimenez’s (together, “Plaintiffs”) Motion for Final
5 Approval of Class Action Settlement, Attorneys’ Fees, Costs, and Service Payments (“Motion for
6 Final Approval”). Lawyers *for* Justice, PC and Protection Law Group, LLP appeared on behalf of
7 Plaintiffs, and Lewis Brisbos Bisgaard & Smith LLP appeared on behalf of Defendant Blackstone
8 Gaming, LLC (“Defendant”).

9 On December 17, 2021, the Court entered the Order Granting Preliminary Approval of
10 Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the
11 settlement of the above-entitled action (“Action”) in accordance with the First Amended Joint
12 Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or
13 “Settlement Agreement”), which, together with the exhibits annexed thereto, set forth the terms
14 and conditions for settlement of the Action.

15 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. All terms used herein shall have the same meaning as defined in the Settlement
19 Agreement and the Preliminary Approval Order.

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Action.

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
24 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
25 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
26 hereby defined to include:

27 Any and all current and former hourly-paid or non-exempt employees who
28 worked for Defendant within the State of California at any time during the
period from May 20, 2015 through June 8, 2020 (“Class” or “Class Members”).

1 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
2 Class Members, fully and accurately informed the Class Members of all material elements of the
3 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
4 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
5 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
6 California, the United States Constitution, due process and other applicable law. The Class Notice
7 fairly and adequately described the Settlement and provided the Class Members with adequate
8 instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Lawyers *for* Justice, PC and Protection Law Group, LLP (together,
13 “Class Counsel”); that the Settlement is the result of serious, informed, adversarial, and arms-
14 length negotiations between the parties; and that the terms of the Settlement are in all respects fair,
15 adequate, and reasonable. In so finding, the Court has considered all of the evidence presented,
16 including evidence regarding the strength of Plaintiffs' claims; the risk, expense, and complexity
17 of the claims presented; the likely duration of further litigation; the amount offered in the
18 Settlement; the extent of investigation and discovery completed; and the experience and views of
19 Class Counsel. Accordingly, the Court hereby directs that the Settlement be affected in accordance
20 with the Settlement Agreement and the following terms and conditions.

21 6. A full opportunity has been afforded to the Class Members to participate in the
22 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
23 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
24 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
25 validly opt out of the Settlement (“Participating Class Member”) are bound by this Final Approval
26 Order and Judgment.

27 7. The Court finds that payment of Settlement Administration Costs in the amount of
28 \$30,000.00 is appropriate for the services performed and costs incurred and to be incurred for the

1 notice and settlement administration process. It is hereby ordered that the Settlement
2 Administrator, ILYM Group, Inc., shall issue payment to itself in the amount of \$30,000.00, in
3 accordance with the terms and methodology set forth in Settlement Agreement.

4 8. The Court finds that the Service Payments sought are fair and reasonable for the
5 work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement
6 Administrator issue payment in the amount of ~~\$7,500.00~~ ^{\$5,000.00} each to Plaintiffs Karen Mitchell, Peter
7 Doykos, Jadira Martinez, Moneka Majors, Nicolas Barajas, Rolando Rendon, Roger Aguilar
8 Martinez, and Daisy Jimenez for their Service Payments, according to the terms and methodology
9 set forth in the Settlement Agreement.

10 9. The Court finds that the allocation of \$100,000.00 toward penalties under the
11 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and
12 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
13 Penalties as follows: the amount of \$75,000.00 to the California Labor and Workforce
14 Development Agency, and the amount of \$25,000.00 to be distributed to all Class Members who
15 worked for Defendant during the period from March 13, 2018 to June 8, 2020 (“PAGA
16 Employees”), according to the terms and methodology set forth in the Settlement Agreement

17 10. The Court finds that the request for attorneys’ fees in the amount of ~~\$735,000.00~~ ^{\$700,000.00} to
18 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
19 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
20 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
21 amount of \$735,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
22 methodology set forth in the Settlement Agreement, as follows: \$606,375.00 to Lawyers *for*
23 Justice, PC and \$128,625.00 to Protection Law Group, LLP.

24 11. The Court finds that reimbursement of litigation costs and expenses in the amount
25 of \$28,044.54 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
26 Settlement Administrator issue payment in the amount of \$28,044.54 to Class Counsel for
27 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
28

1 forth in the Settlement Agreement, as follows: \$22,717.20 to Lawyers *for* Justice, PC and
2 \$5,327.34 to Protection Law Group, LLP.

3 12. The Court hereby enters Judgment by which Participating Class Members shall be
4 conclusively determined to have given a release of any and all Class Released Claims against the
5 Released Parties as set forth in the Settlement Agreement and Class Notice.

6 13. The Court hereby enters Judgment by which PAGA Employees shall be
7 conclusively determined to have given a release of any and all PAGA Released Claims against the
8 Released Parties as set forth in the Settlement Agreement and Class Notice.

9 14. It is hereby ordered that Defendant shall deposit the Gross Settlement Sum into an
10 account established by the Settlement Administrator within ninety (90) calendar days after the
11 entry of this Order, in accordance with the terms and methodology set forth in the Settlement
12 Agreement.

13 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
14 Settlement Payments to the Participating Settlement Class Members and Individual PAGA
15 Payments to PAGA Employees within ten (10) calendar days after Defendant funds the Gross
16 Settlement Sum, according to the methodology and terms set forth in the Settlement Agreement.

17 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
18 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
19 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
20 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
21 any dispute arising from or in connection with the distribution of settlement benefits.

22 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
23 Class Members by posting a copy of the Final Approval Order and Judgment on ILYM Group,
24 Inc.'s website for a period of at least sixty (60) calendar days after the date of entry of this Final
25 Approval Order and Judgment. Individualized notice is not required.

26 Dated: _____ 6-15-22 _____



Elihu M. Berle

HONORABLE ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT

Elihu M. Berle / Judge

EXHIBIT 17

Electronically Received 11/19/2021 10:06 AM

1 Jessica Riggin (SBN 281712)
2 Valerie Brender (SBN 298224)
3 RUKIN HYLAND & RIGGIN LLP
4 1939 Harrison Street, Suite 290
5 Oakland, CA 94612
6 Tel: (415) 421-1800
7 Fax: (415) 421-1700
8 Email: jriggin@rukinhyland.com
9 Email: vbrender@rukinhyland.com

6 Gay Crosthwait Grunfeld (SBN 121944)
7 Michael Freedman (SBN 262850)
8 ROSEN BIEN GALVAN & GRUNFELD LLP
9 101 Mission Street, Sixth Floor
10 San Francisco, CA 94105-1738
11 Tel: (415) 433-6830
12 Fax: (415) 433-7104
13 Email: ggrunfeld@rbgg.com
14 Email: mfreedman@rbgg.com

11 Attorneys for Plaintiffs

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES**

16 VENUS MOORE, DEANNA WINTON,
17 THOMAS HALL, ROBERT LEFORT,
18 JOSEPH BENNETT, JOSHUA
19 CHIAROMONTE, SHAN SHAW, SHANE
20 POTTER, AND JOSEPH BADIALI on behalf
21 of themselves and all others similarly situated,

20 Plaintiffs,

21 v.

22 CALIFORNIA DEPARTMENT OF STATE
23 HOSPITALS, a California state agency, and
24 DOES 1 THROUGH 25,

24 Defendant.

Case No. 19STCV16858

ASSIGNED FOR ALL PURPOSES TO:
HON. JUDGE ELIHU M. BERLE
DEPARTMENT 6

**[PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

Date: November 5, 2021
Time: 9:00 a.m.

FILED
Superior Court of California
County of Los Angeles
12/14/2021
Sherri R. Carter, Executive Officer / Clerk of Court
By: M. Fregoso Deputy

1 This matter came before this Court on November 5, 2021 at 9:00 a.m. for a hearing on
2 Plaintiffs' Motions for (1) Final Judgment and Order Approving Class Settlement; and for (2)
3 Approval of Attorneys' Fees and Costs, and Class Representatives' Service Awards. Due and
4 adequate notice having been given to Settlement Class Members as required by the Court's
5 March 30, 2021 Preliminary Approval Order, and the Court having considered all papers filed
6 and proceedings in this action, it is hereby ORDERED AS FOLLOWS:

- 7 1. This Order and Judgment hereby incorporates by reference the definitions in the Class
8 Action Settlement Agreement Between Plaintiffs and Defendant ("Settlement
9 Agreement") as though fully set forth herein, and all terms used herein shall have the
10 same meaning as set forth in the Settlement Agreement.
- 11 2. This Court has jurisdiction over the claims of the members of the Settlement Class
12 Members asserted in this proceeding and jurisdiction over the Plaintiffs and
13 Defendant, as defined in the Settlement Agreement.
- 14 3. This Court previously conditionally certified the Settlement Class for settlement
15 purposes. The Court hereby grants final certification approval for settlement purposes
16 to the Settlement Class, as an opt-out class, defined as:
17 All past and present civil detainees, including but not limited to Mentally
18 Disordered Offenders ("MDOs" now referred to as "OMDs"), Sexually
19 Violent Predators ("SVP"), those Not Guilty by Reason of Insanity ("NGRI"),
20 those held pursuant to the Lanterman-Petris-Short Act ("LPSA"), and those
21 Incompetent to Stand Trial ("IST") who worked at any of the Hospitals
22 managed by the DSH, in the DSH's vocational program or sheltered
23 workshops, during the Settlement Period and were paid a rate less than the
24 applicable California minimum wage.
- 25 4. Notice given to the class fully and accurately informed Settlement Class Members of
26 all material elements of the proposed settlement and of their opportunity to exclude
27 themselves from, object to, or comment on the settlement, and to appear at the Final
28 Approval hearing. The notice was reasonable and the best notice practicable under the

1 circumstances. Accordingly, this Court finds that the notice program described in the
2 Settlement Agreement and completed by the Administrator complied fully with the
3 requirements of due process, Rule 3.766 of the California Rules of Court, and all
4 other applicable laws.

- 5 5. All Settlement Class Members who did not submit timely Requests for Exclusion are
6 bound by this Final Approval Order and Judgment and by the terms of the Parties'
7 Settlement Agreement, including releases provided for in the Settlement Agreement
8 and this Final Approval Order and Judgment. As of the effective date of Settlement,
9 by operation of the entry of this Final Approval Order and Judgment, each
10 Participating Class Member, including Plaintiffs, shall be deemed to have fully
11 released, waived, relinquished and discharged, to the fullest extent permitted by law,
12 all Released Claims that he or she may have against the Released Parties. Settlement
13 Class Members who did not timely submit Requests for Exclusion, are enjoined from
14 prosecuting the Released Claims, and are enjoined from initiating or continuing other
15 proceedings regarding the Released Claims, as provided in the Settlement Agreement.
- 16 6. Settlement Class Members were given a full opportunity to participate in the Final
17 Approval hearing, and all Settlement Class Members and other persons wishing to be
18 heard have been heard. Accordingly, the Court determines that all Settlement Class
19 Members who did not timely and properly opt out of the settlement are bound by this
20 Order and Judgment.
- 21 7. Based on the Atticus Administration, LLC, the Court finds that the following
22 individuals submitted a valid and timely Request for Exclusion pursuant to the terms
23 of the Settlement Agreement, such that they shall not be considered members of the
24 Settlement Class; shall not release their claims against Released Parties as set forth in
25 the Settlement Agreement, and shall not receive a Settlement Share payment:
- 26 a. Barbara Loera
 - 27 b. Sotero Monteon
 - 28 c. Michael Pagaling

1 d. Mark Maynarich

- 2 8. Eight Settlement Class Members submitted timely objections to the Settlement: Bill
3 Brady, Jr., Wilfred Brown, Robert James Dixon, Dequan Hooker, Gary Lee Mulikin,
4 Sione Otuafi, Kelly Sundberg, and James Whitaker. The Court hereby overrules all
5 objections to the Settlement.
- 6 9. The Court has considered all relevant factors for determining the fairness of the
7 Settlement and has concluded that all such factors weigh in favor of granting final
8 approval. In particular, the Court finds that the Settlement was reached following
9 meaningful discovery and investigation conducted by Plaintiffs' counsel; that the
10 Settlement is the result of serious, informed, adversarial and arm's-length
11 negotiations between the Parties; and that the terms of the Settlement are in all
12 respects fair, adequate, and reasonable. The Court hereby approves the Settlement and
13 directs the Parties to effectuate the Settlement according to its terms and this Order.
14 Upon entry of this Order, compensation to Participating Class Members and shall be
15 paid pursuant to the terms of the Settlement Agreement.
- 16 10. The Court confirms Rukin Hyland & Riggin LLP and Rosen Bien Galvan & Grunfeld
17 LLP as Class Counsel in this action. The Court approves payment to Class Counsel of
18 attorneys' fees in the amount of \$660,000.00 because Class Counsel's request falls
19 within the range of reasonableness and the result achieved justifies the requested
20 attorneys' fees. Five percent of the fee award (or \$33,000) shall be held in an interest-
21 bearing account, maintained by the Administrator or by Class Counsel, pending the
22 submission and approval of a final compliance status report after completion of the
23 distribution process. The Court further finds that Class Counsel's 2021 hourly rates
24 are reasonable and commensurate with the prevailing rates for class actions.
- 25 11. The Court approves Class Counsel's request for reimbursement of litigation costs in
26 the amount of \$40,940.14.
- 27 12. In recognition of Plaintiffs' efforts on behalf of the Settlement Class as described in
28 their declarations and the declarations of Class Counsel, the Court approves payment

1 of a Service Award in the amount of \$5,000 to each Named Plaintiff as set forth in
2 the Settlement Agreement, for a total of \$45,000.

3 13. The Court approves payment to the Settlement Administrator in the amount of
4 \$18,995.00.

5 14. The Court approves payment to Aaron Fischer, Esq. for his services as guardian ad
6 litem in the amount of \$2,920.00.

7 15. The Court hereby enters judgment pursuant to California Rule of Court 3.769(h).
8 Plaintiffs and Settlement Class Members shall take nothing from Defendant except as
9 set forth in the Settlement Agreement and this Final Approval Order and Judgment.

10 16. Without affecting the finality of this Order and Judgment, the Court shall retain
11 continuing jurisdiction over this action and the parties under California Rule of Court
12 3.769(h), including all Settlement Class Members and over all matters pertaining to
13 the implementation of the terms of the Settlement Agreement. Except as provided to
14 the contrary herein, any disputes or controversies arising with respect to the
15 interpretation, enforcement or implementation of the Settlement Agreement shall be
16 presented by motion to the Court for resolution.

17 17. A compliance hearing will be set for August 17, 2022 at 8:30 a.m. to determine
18 whether the Settlement payments have been distributed to Participating Class
19 Members. A compliance status report must be filed (with a courtesy copy delivered
20 directly to the Court) by August 8, including a declaration from the Settlement
21 Administrator.

22
23 **IT IS SO ORDERED.**

24 **JUDGMENT IS HEREBY ENTERED**

25
26 Dated: 12/14/2021



Elihu M. Berle

Honorable Elihu M. Berle
Elihu M. Berle / Judge

EXHIBIT 18

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FILED
Superior Court of California
County of Los Angeles
12/15/2022
Carter, Executive Officer / Clerk of C

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

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**ROPOSED] ORDER GRANTING
OTION FOR FINAL APPROVAL OF
IE CLASS ACTION SETTLEMENT**

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:A>ACF?4?4B";A>;AC";A2A>>0AFA2F1?CE4AbAC@?2?4!";?2@CA>??4QCF100V@-42?:AC2"A"
T-00-B?4/"T1@>-C2CA4/>;T">;A'D01?4>?T@2A[">;A'C?2OQBDA42A@FD0Ab?>M"" 0?OA0V"
:.C1>?4"-T" T.C>;A0?>?/1>?4";AC?2GT" F1?4>1?4?4/@0122@>?4"1>.2";C-./;" >C?10F-.4>"
-TTACA4"2A>>0AFA4b" A4T":?2@-HAC@FD0A>A4:" 2>1/A" T">;ADC-@AA:74/2BDAC?A4@A"
14:"H?AB2T"@-.42A[DCA2A4@A"-HAC4FA4>IDTC>?@?D14:"CA1@>?4";A@012FAFWAC2"
>-">;ADC-D-2A@0122A>>0AFA8159)*(:/#7(;/2/#(./(* 5!***9"%)'S10EPDDE#(%%Q!)+![" 45(
<"/(:=6#/\$/>24@(\$"\$ 5#++9!"\$&'S10EPDDE#(%Q'(#SE'G;?20?2?24->"Ab@0.2?HA">;AS-.C>"
?2TCA"AW1014@A"BA?/;">;AT1@>-C2DA4:74/"4">;A@?C@.F2>14@A2A@12AE#%&'()*
+,-"/.0,12"#3(456*(5#++9!"*!"S10EPDDE#(%%Q"#14%&E
!+E G;A'DC-D-4A4WA1C2AW.C:A4T'DC--T"-2;-B" >;A2A>>0AFA2F1?CQA.c.1>A"
14:"CA12-#W0ABB-")"5(CD5"#\$/#(=#(:#56%=\$=5E(F/12%-57(/#,* (5#+++9)&'S10EPDDE#%
#! !!\$&Q!"& I!"[" !"#%&'3\$1,/#3(*!"S10EPDDE#%#%&B;ACA21'DCA2.FD>?4;1>"DC-D-2A:"
2A>>0AFA2F1?C4:" CA12-41WBA;A4">?2">;ACA2.0>T"1CF210A4/>;4A/->?1>?42E"3ACWAC>"
#\$ 8ABW.C/k" P0WAS>4>AQABW.C/"4"S0122P@>?42!E%!>!! I)" 5\$: "A: E!***9["^14.10" T-C"
#% S-FD0Ab"Z?>?/1>?4"5G;?C:9"IS+E%#E
#& !!E P>";A?>FA" T'DCA0?F?41CDDC-H1SQ"22S-.42A0_2@01?F";1>;ATA4:14>T1?0A:"
>-"D1VF?4?F.F" B1/Aj-HAC>?FA@1?F" BACAH10.A:"?4">ACF2" T" F1b?F.F" AbD-2.CAI">"
#(g\$QS#*Q\$*#E53H4 ,A@01C1>?CARC@F?41CVDDC-H10Q!"\$E9"A10'WCA10'-01>?4B'ACA"

! H10.A:Q?4">ACF2T"1"F1b?F.F" AbD-2.CAQ"g!Q)+*Q&E++Q4:" CA2WCA1C2A2DA@>?HA'OV"
g\$Q%!&Q&E++B;A4"122.F?4/" 1"&m"H?-01>?-C"1>AEX":E">fi" \$*I%+EG;A'D1V2>.W?-01>?-42"
\$ BACAH'10.A:'1>g()#Q+&E+E5X:EI">I" %'E9G;A"@01?FT-CT1?0.CA-"D1VT?41B'1/A2'H10.A:'1>"
% g! Q*#(Q!'E+E5X:EI">I" %'E9G;A"@01?F4:AC"Z1W-CS-:A" 1" #**" "2(\$"E'B12"H10.A:'1>"
& g)++Q&E++5X:E"1>"iE9+
' #E 31:" >;?2"@12A">2A>>0A:Q'CB".0:" ;1HAWAA#!?:>?-410C?2O24:" AbDA42A2"
122-@?1>B?>;"@-4>?4.74/-'0?>?/1>RE"@A:.C1,C:0A25AE/EQ?>-4"DC1@>1@A'IDDA029'CA"
102-"0?OA0V">-"DC-0-4"/>;A"0?>?/1>?-4"12"BA00"1Y"WW"C;A@A@0A22"FAFWAC2E
!\$E G;ACA2'10B1V2"C?2GT":A@AC>?T?@1?>54E'2)*8"52\$, -H(452"#5*876*5#+!+9"
!)+ "S10EPDDE#%#\$!\$Q"###" 5'N.C'6.DCAFAS-.C>;12"CA@-/4?fA:;1>?C?1@!.C22;-:0:" CA>1?4"
2-FA" T0Ab?W?0?4V@-4:.@>?4/@0122"@>?-42B?>@;"FA142Q'4:AC"2.?>1W0@?C@.F2>14@A2Q"
A4>AC>1?424@@A22?FA?>-42"-4" @AC>?T?@1?F?;A"@-.C>2.W2Ac.A4>0V2@-HAC2'1>?;A"
DC-DC?A>V"-T"1"@0122"1@>?-4"?2"4->"1DDC-DC?1>AEa9
!%E P2" D1C>T">;A"S-.C>_2"1410V2?2T">;?2"T1@>-CQ'A"S-.C>"2;-:0:" >1OA?4>-"
@-42?:AC1>?4A1:F-4?>?-4"?4I1--#()*(//2(J/69"#(<"2'=-3/56*5#++9!")" S10EPDDE#%#Q"
!\$E'X4/I--# Q'W=A@>>C'2"@0122A>>0AFAC'A:">;A?C?1@!.C'A'CCA4T'4:74"/>;A'ACF2T"
>;A2A>>0AFA4WAT'1?CC'A'12-41W0AQ1:Ac.1>AB?>;->"14VAH?:A4@A";A1F-.4">-'B;?@;"
@012E'AFWACB".0:" WA'4>?>0AT";AVDCAH1?0A";A0?>?/1>?-4Q!" B?>;->"14V'W12?2"
AH10.1>A;A'CA12-41W0A4A22";A"1/CAA:CA@-HACV'E"S-.C>"T"PDDA10"CAA:B?>;">;A"
-W=A@>>C'2";A?C?1@!.C>W-CA;A'0>?F1>C'A2D-42?W?0?A'2.CA;ACA12-41W0A4A22;"A"
#! 2A>>0AFA4ACF'10">;-./;" F14V'T1@>-C'2" >-'WA@-42?:ACA4F1O?4"/>;1>'A>ACF?41>?-4Q"
1">C?1@!.C>B12"4->"CAc.?CA:"":A@?:A";A'0>?F1>F'AC?>2T"@012E'AFWAC2@01?F'WAT-CA"
#\$ 1DDC-H?4/I" DC-D-2A:2A>>0AFA44Q'4T-CFA:"AH10.1>?-4@-.0:" 4->"WAF1:A" B?>;->" 14"
#% .4:AC2>14:74/"-T">;A"1F-.4>"?4"@-4>C-HAC2V"14:">;A"CA'10T2>?@'CA2"-T">;A"0?>?/1>?-4E
#& !&E ,ATA4:14>;"12'1/CAA?>-2A>>0AC";A4-4ICAHAC2?-41E'V4">"-T'g)&+Q+@++H'00"
?4QB?>;"4-" 1::?>?-410'2.F2" WA?4!:"A" TC-F",ATA4:14>T-C'1F1/A2Q @-2>2Q">-C4AVT'A'2Q"
#(@-4>C?W.>?-42Q'FW.C2AFA4C'T-C'14V">;ACC'A12-4E'@-C:?4#";A"@01?F1'F?4?2>C1>-C_2"

! @10@.01>?-42QHAC1/AA>>0AFAD1VFA4B?00WA\$*(E+*DAS0122"AFWACR?>;>;A,?/;A2>"
6A>>0AFA4>"6;1CA"A2>?F1>A:">%WAE581Q@?1",A@01C1>?-4Q"i"!%E9
\$!'E S0122'S-.42A0" @-4:.@>A:T4" ?4HA2>?/1>?>41">?4@0.:A:"?4T-CF10"?2@-HACVQ"
% CAH?ABA?FACA@-C.CQH?ABR01?4>?TF@.FA4>2Q4:"T-CFA:"1F1/A" F:-A02"W12A:4"100"
& -T">;A2AB14 ,A@01C1>?CABCA0?F?41PDDC-H10C314"RP",A@0Ea9 ! \$I!) E9G;A'D1C>?A2"
' 102-FA:?1>A:~;?2@12B?>;KATTCA32QI"CA2DA@14A!";?;0V"AbDAC?A4@A?1>-C?4B1/A"
14:";-C" @0122@>?-43E7E1>!"!(E9X4@-44A@>B?";FA:?1>?-414:">;C-./;" :?2@.22-42'B?>;"
@-.42A0"C;ATA4:14ES0122S-.42A0"102-?"2@.22A1'00'2DA@-T2";A@12AQ@0.:?4";AC?2O2"
0?>1/>?-414:">;AC?2O2"W->;D1C>?AZDC-@AA:~B?";1'F->?-4"T-C@0122@AC>?T?@12BA00"
12">;A"01B"CA01>?4"/>-"FA10"DAAC?RDE;A@0EQ"E9"
!(E S0122S-.42A0";12"AbDAC?A4@AB1/A"14:";-C" @0122">?/1>?-4E14"RP",A@0E
ii" \$I!+E93A"?2-T">;A"D?4?>4">;1>~;?22A>>0AFA4?4">;A'WA2?4>ACA-T";A'@012314
,A@01C1>?CAM?41PDDC-H10"314"MP",A@0Ea9Q!(I!) E9!4:"DC-H?:A2"W2>14>7MA4AF?"
@0122"FAFWACTE"5

!)E G;A'@0122A1@>D-2?>?HADVT1B?>;"1"++m D1C>?@?D1E1AES1C@?JA@0EQ"
i"nmE9 ae class members have opted out: Trang T. Vu, Felipe Betancur, and Syed Husain.

!*E N4"W1014@AQ?21"TI?CA>>0AFA41?21>?2T?A;A8159 T1@>-C2Q";>;1>T?410"
1DDC-H10"?2"B1CC14>A:E

#+E S0122S-.42A0"CAc.A2>A:~>-C4AVL2A2T#g)\$Q\$\$\$\$\$G;A'S-.C>"AFD0-V2";A"
#+ 0-:A2>1EA>;-:" ?4"1B1C:?4/"TAA2Q"-DD2A:">-1" DAC@A4>ITA";A@-FF-4" T.4:a" FA>;-:E"
#! G;?2"1F-.4">" B-.0:" CAT0A@a"1@>.10B-CO'DACT-CFAD0'2"1" F.0>?D0?AC?TIDD0?@1W0A9"
CA@-/4?f@-.42A0 ATT-C>2E@-FF-4" T.4:" @12A2Q'S-.C>"F1V"AFD0-VI"DAC@A4>ITA";A"
#\$ WA4AFA";-:Q'12"@C-1@;A@ON1?42>~;A0-:A2>1OE">=2P*(</&"#2K'->(452L-436*5#+!9"!"
#% S10E&%)+Q"&+\$E
#& j"j"j"

#' ! #5687!;!;755!~? 79!\$!=@69B@CD-BAIDAC!6BE-7A9B=@69BABC697B!;CD!9B!G6?!16? 78?9C0H!
4#- !* D=@I
#(

! #!E 3ACAQA12CA2!./;>" D.C2.14>#>";ADAC@A4>FA#;-.E"G;A":A>ACF?41>?>4"
B;1>"@-42>?>.>A21DDC-DC?DAC@A4>P22-FAB;1>"A012>1@":ADA4:201C/A04">;AT1@>2"
\$ -T"1"?HA4@12AQ">@AC>T4@>-CC'A@-FF-40V"@-42?:ACA6D'A@?T?@100@C">F1V"1::CA22"
% >;A'DAC@A4>0?A04V";1HA"WAA4'A/->?1>A:WA>BAAD?H1>A1C?>A2"1"2?F?01C@12AQ"
& DAC@A4>11DD0?A24"->;AC'@0122@>?>42QA'c.10?>V"1"@012@-42A0Q4:" >;A'2?fa"T">;A"
' 1B1C:EA#5#"(49/5(C>>=>6"/12=/5\$36*3"61#>2=J\$=E'2=/5YE,ER1E#+++9!*%MELE,E'Q"
!*\$E
##E G;A2A'T1@>-C2'H-C";A#g#)\$Q\$\$\$\$E\$1B1C:EP2" T-C";A'T?C2F1@>-CC?H1>A"
@-4>?4/A4@WA'A'CAAF4>1C'AC-.>?4A0\$"m">-%+m"T">;ACA@-HA6X'E!"%E92"T-C";A"
2A@-4:T1@>-CC;-.;" >;AFA:~14'DAC@A/A'T"1>>-C4AW'A2"@012@>?>42#&mQF-2>"TAA2"
1DDA1C"T1004">;AC14/A'T"4?4A>AA4'T-C>IV?H'DAC@A4>E92"T-C";A";?C:T1@>-SQ'22"
S-.42A0";12"AbDAC?A4@012@>?>42@0.:?4/B1/A"14:";-C" @12A2E">"?FD-C>14>0S0Q22"
S-.42A0"1@;?AHA:~;" CA2.0>2'C";A@0122"AH?:A4@WV";A'@012EAFWACC_A1@>?>4";A"
2A>>0AFA42E'T-C";A'T-.C>;"T1@>-SQ'22 S-.42A0" 4A/->?1>A:I" g)&+Q+++E+4b?F.F"
6A>>0AFA4E">4>E"PDD0V?4";A0-:A2>1@C-1@;A@SQ'22S-.42A0"2>1>A2'>FAFWAGT";?2"
T?CF1HA2DA4>0A12&)*E(-.C2"-4">;?2@12AQ";1::?>?>410;!.C2">-@-FAE314"MP,A@E"
##E9G;A'0-:A2>1C2"@10@.01>A8%!!Q!"E+E547EG;A";-.C0VC1>A1DDA1C"WAC'A12-41W0AC"
1>>-C4AB2";>;A?CA2DA@VHICT"AbDAC?A4@AE" ##9Q4:">;A;!.C2"2DA4?2CA12-41W0A"
T-C";?2@12AQ?@;12"WAA4:~4/T-C'HACB- VA1C2E1DDA1C2I>S0122S-.42A0">?0?fa:"
#+ 2O?00#0?>?/1>?4";?2@12AQ" WM'00"@@-4>2QHA'--:" CAD.>1>?>42";A0A/10@-FF.4?>V[1>"
#! >;AHACWA12>QAC24-" AH?:A4@MAT-CAS'-C">?>4?:@1>A1>";A1>>-C4AYHIA4A/1>?HA"
CAD.>1>?>42";A0A/10@-FF.4?>VEX'102-1DDA1C2I>S0122S-.42A0"2DA41DDCA@?>WMA4"
#\$ >;A'@12AQ?@;?FA@-.0";1HAWAA2DA4>4"->;AC'AC?>-C?-2TAA4AC1>?4@12A2E2A:"-4"
#% >;A8%!!Q!"E+E+0-:A2>1CQATAC'Ac.A2-T#g#)\$Q\$\$\$\$E\$A2"4->'CAc.?CA0-:A2>1E.0>?D0?A2"
#& S0122S-.42A0";12"Ab@AA;ATAA2'1>";AVAA@-CA@-HAC@1.2A;ATAAC'Ac.A2?2W12A:4"1"
CA12-41WDAC@A4>HA";A2A>>0AFA44" 14:"?22.DD-C>AWV";A0-:A2>1@10@.01>?14Q"
#(WA@1.2AA'@012B'12"DC-H?:AB?>;4->?@AT">;ATAAC'Ac.A214:" :?:" 4->"-W=A@>QS-.C">

! 1B1C:2"TAA2"?4">;A"1F-.4>"CAc.A2>A:E
#SE S0122S-.42A0"CAc.A2>A@-2>2D">-"g#+Q+++E#E5314"MP",A@0EQ\$SE9S0122"
\$ S-.42A0_2"1@>.10@-2>2Q">10?4/g!"Q&)%E@-42?2>T" T?0?4/TAA2QA:~1>?-4"TAA2@".C>"
% 1DDA1C14@@-2Q?4/Q?0?4!4:"2ACH?@AEQb;?W?3">;ACA>-E9A2A@-2>2DDA1CA12-41W0A"
& 14:"4A@A221C~V";A@-4:~@>T">;A0?>?/1>?-4M.C>;ACQB?>;>;ATAAC"Ac.A2>2QF1b?F.F"
' @-2C"Ac.A2B12"?2@0-2A:"@012EAFWAC2!":AAFA:"4-W=A@>?-41W0CEA2CA12-42QA"
@-2>"CAc.A2>"?2"/C14>A:"?4">;A"1F-!Q&)%E&'
#%E S01?F2"1:F?4?2>C1>-SRG"CAc.A2>EF?4?2>C1?4"@-2>2T"gl"Q+++E++EJ1C@?1"
,A@01C1>?-4Q&E9712A:".D-4" >;A'B-CODACT-CFA4:" VA>~!"WADACT-CFQ?4@0.:?4/>;A"
1::?>?-42"T">;A2>1>.BAWD1/M:">;A1::?>?-410@012EAFWAC2;ACAc.A2F"CI:F?4?2>C1>?-4"
@-2>2"-T"Q+++E++"?2"/C14>A:E
#&E G;A'S-.C>"102-1DDC-HA2AD1VFA4>~">;AZ1W-C14:"d-COT-C@A'HA0-DFA4>"
P/A4@V5"Zd,Pa9" ?4">;A"1F-.4>" -T"gl) Q(&E++5-.-"T"gl"Q+++E+h2"100-@1>A:~">;A'@01?F"
.4:AC">;A"S10?T-C4?1"RCPH-C4AV2"JA4AC10EP@>9
#E M?4100SQ122'S-.42A0"2AAO24 ?4@A4>?DAVFA4>"T"gl"Q+++E++~-"K14?4A"
8A02-EG;A'S-.C>"@-42?:AC2AT-00-B?4/T1@>-C1Q4/" ->;AC2Q!"A>ACF?4?4B;A>;AC~"D1V"
14"?4@A4>?CA4;14@AFA4B1C:">-1"@012CADCA2A4>1B;AFA4C4"?4@A4>?BIA4A@A221CV"
>-"?4:~@A~;A'@012CADCA2A4>1>?BIA4?>@?D4>A'@12A1[?>?-42Q14VQ"1OAWV~;A'@0122"
CADCA2A4>1>?BIA4>A@A"?4>ACA2F2;A'@0122;A"A/CAA"~B;?@;~>;A'@012W'A4AT?~C:F"
>;-2A1@>?-42;A"1F-.4>" -T">?FA14:" ATT-C>;A'@012CADCA2A4>1>?BIA4:A?4'D.C2.?4/>;A"
#! 0?>?/1>?-4;AC?2Q~">;A'@012CADCA2A4>1>?BIA4FA4@?42.?>QV->;T?414@?10" ->;ACB?2A["
>;A4->-C?A~M;"DAC2-410TT?@.0>A42-4>ACW~V;A'@012CADCA2A4>1>?BIA4?>?-4"T">;A"
#\$ 0?>?/1>?-4;~">;ADAC2-4W'A4A~C01@Q;ACA-~9=-VAWV~;A'@012CADCA2A4>1>?BIA42.0>"
#% -T">;A0?>?/1>?-4SE0?T-C4RC1@>1@A'Q'S?H?RC-@A:C~AT-CGC?10Q%U!%E!+5G;AL.>>AC"
#& JC-.D" #+!#9"5@?>?4/#9()(+0"#=6'5(<"\$=7"52=F/#)=6"\$J. 5#++*9!(~"S10EPDDE%&Q"
)+%["M"--)(:~#0 "#\$(45\$*BN6%*5#++~%9!"&" S10EPDDE%&Q'(#[" 45(#(".-,~/5"(" :""(
#(O"#0=5'2=~/5"\$ 5#++!+9!")" S10EPDDE%&Q+Q!\$*%["15/P()*(M.4(/6' ?/-(M/22=-5E*(/>(

! J/\$ (+5E"- "\$ 5#+!+9!")" S10EPDDE#*\$**Q%#!#ER01?4>?TAT->A:1 4.F WAC'T";-.C2" >-">;?2"
0?>?/1>?-4K14?4&A02-45`8A02-4,A@0Ba ' E6;A";12 122?2>A,AC1>>-C4AVVYTH?4/"F.0>?DOA"
\$ @-4TACA4@A2">;AF"14:" WDC-H?:?4!-"@.FA4>2E7& E9R01?4>?T02-;A0DAS0122S-.42A0"
% DCAD1CC"FA:?1>?-4E7& E9R01?4>?TCAA@Y2A">-"@;1FD?-4">;A'C?/;>2"T">;A'@01224:"
& 1@@AD>A:">;A"C?2O2"122-@?1>A:"B?>;"1@>?4/"12"@0122CADCA2A4>1>?HAE
' # (E G;A'S-.C>? C14>2;A'@0122ADCA2A4>1>?HAE"14?4@AFA4B1C:"Tg!+Q++E+>!"
K14?4S'A02-4QT-C";A"T-00-B?4/"CA12-4R01?4>?TDA4?"/4?T?@14?FA"-4" >;?2'0?>?/1>?-4["
R01?4>?TT@>?-4WA4A>>A;"A'@01224:" R01?4>?T@@AD>A'C?2O24:" 4->-C?A>X;1>1CA"
122-@?1>A:"B?>;"1@>?4/"12"1"@0122"CADCA2A4>1>?HAE
#)E P00'R1C>?A2@0.:?4/"A1@;14:" 100'@0122FAFWAC2CA"W-.4:" WV";?2'M?410"
PDDC-HINC:AC4:"WV";A6>?D.01>?-4P0S0122"AFWAC2;100WAAFA:">-"1HAA4>ACAA">-"
>;A6>?D.01>?-44:">;ACA0A12DC"H?:A";ACA?44:" 100RPJP" ^AFWAC2;100WAAFA:">-"
;1HACA0A12A;ARPJP" LA0A12AS01?F2">-">;AT.0A2Ab>A4DC-H?:AWV01BE;ATA4:14>2;100"
;1HA4-"-W0?/1>?-4"D1V14V2.F2" ?4"Ab@A2T">;Ag) & Q+++E-2A">>0AFADAVFA42A-T-C>?4"
>;A6>?D.01>?-421HA4:" Ab@AD>C";A1:?:>?-410AFD0-VA01VC-001bA222-@?1>A;ACAB?>;9E"
N>;AC";14"12"DC-H?:A:"?4">;A6>?D.01>?-4QTA4:14>2;100;1HA4-" -W0?/1>?-4"t>AC4>CVT"
=.:FA4>">-"D1V14V2.F" >-"14V'DAC2-4B;A>;ACT-C@-2>2Q">-C4AVTA'A2@0122FAFWAC
CA?FW.C2AFA4>"-C"@-4>C?W.>?-4Q"12"1"CA2.0>"-T"AE>CV"-T"=.:FA4>
#*E G;A'S-.C>'DCAH?-20@ACT?A;AP@>?-4'2'1"@0122@>?-44:AC'S10?T-C4S!:"A"
-T"S?H?0"RC-@A:.CA"2A@-T-C"8)#>>0AFA4>"D.CD-2EAT;A0S0122"?2":AT?4A:"12"T-00-B2U
#! 1E `6A>>0AFAS0122"AFWAC2U00@.CCA44;" T-CFAC4?:H?:.102B;-" 1CA"
-CB;-" ;1HAWAA4FD0-VAWVATA4:14>?4S10?T-C4?IC?4/">;AS0122RAC?-12'1"4-4 IAbAFD>"
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6A>>0AFA4>"14:"?FFA:?1>A"A4>CV"WV">;A"S0ACO"-HDC;A2S0.C":?C2A@>A:E

\$ **IT IS SO ORDERED.**

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EXHIBIT 19

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4 Marina del Rey, CA 90292
Telephone: (310) 360-9882
5 Facsimile: (310) 928-7469

FILED
Superior Court of California
County of Los Angeles

Superior Court of California
County of Los Angeles

NOV 18 2021

JUL 21 2021

Sherri R. Carter, Executive Officer/Clerk of Court

By Kristina Vargas Deputy

Sherri R. Carter, Executive Officer/Clerk
By Marisela Fregoso Deputy

6 Attorneys for Plaintiff MIRNA NUNEZ

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

11 MIRNA NUNEZ, individually, and on behalf
of other members of the general public
12 similarly situated,

13 Plaintiff,

14 vs.

15 CREATIVE DRY PROCESS, INC., a
California Corporation; and DOES 1 through
16 100, inclusive,

17 Defendants.

Case No. 20STCV15787

Assigned to Hon. Elihu M. Berle, Dept. 6
and Judgment

~~[PROPOSED]~~ ORDER FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT

Hearing Date: September 20, 2021
Hearing Time: 9:00 a.m.
Department: 6

Action Filed: April 23, 2020
Trial Date: None Set

RECEIVED
JUL 21 2021
FILING WINDOW

20 The Plaintiff's Motion for Final Approval of the Settlement (the "Final Approval Motion")
21 as set forth in the Stipulation of Class Action Settlement (the "Settlement Agreement") came for
22 hearing on September 20, 2021 in Department 6 of the above entitled court. The Final Approval
23 Motion was unopposed by Defendants Creative Dry Process, Inc. and United Wash & Dye, Inc.
24 (collectively "Defendants"). Having considered the Final Approval Motion, the Settlement
25 Agreement, the Declarations, and all other materials properly before the Court and having conducted
26 an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
27 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved. Due
28 and adequate notice having been given to the Class, and the Court having considered the Settlement

BY FAX

1 Agreement, all papers filed and proceedings had herein and all oral and written comments received
2 regarding the proposed settlement, and having reviewed the record in this Litigation, and good cause
3 appearing,

4 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

5 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
6 defined terms as set forth in the Settlement Agreement.

7 2. The Court has jurisdiction over the subject matter over this Action, the Class
8 Representative, the Class Members, and Defendants.

9 3. The Court finds that the distribution of the Class Notice, as provided for in the Order
10 Granting Preliminary Approval for the Settlement, constituted the best notice practicable under the
11 circumstances to all Class Members and fully met the requirements of California law and due
12 process under the California and United States Constitution. Based on evidence and other material
13 submitted, the actual notice to the class was adequate.

14 4. The Court finds that the instant Action presented a good faith dispute of the claims
15 alleged, and the Court finds in favor of settlement approval. Specifically, the claims on behalf of
16 the Class Members included the alleged (1) failure to pay Class Members wages, minimum wages
17 and overtime for all work hours at the correct regular and premiums rates; (2) failure to provide
18 Class Members with rest breaks or pay rest break premiums; (3) failure to provide Class Members
19 with meal breaks or pay meal break premiums; (4) failure to provide Class Members with complete
20 and accurate wage statements; (5) failure to timely pay Class Members all wages during
21 employment and at termination; (6) failure to keep requisite payroll records; (7) unfair business
22 practices; and (8) claims for civil penalties under the California Private Attorneys General Act of
23 2004 (“PAGA”).

24 5. No Class Members requested Exclusion from the Settlement, so all Class Members
25 are entitled to payment pursuant to the Settlement and this Judgment.

26 6. The Court approves the Settlement, as set forth in the Settlement Agreement and each
27 of the releases and other terms, as fair, just, reasonable, and adequate. The Parties are directed to
28 perform in accordance with the terms set forth in the Settlement Agreement.

1 7. The Parties are to bear their own costs, except as otherwise provided in the Settlement
2 Agreement.

3 8. For purposes of effectuating this Order and Judgment (including the Released
4 Claims), this Court has certified the following class: "All current and former non-exempt hourly
5 employees of Defendants in California during the period beginning April 23, 2016 through May 27,
6 2021." The Court deems this definition sufficient for purposes of California Rules of Court, rule
7 3.765(a).

8 9. With respect to the Settlement Class and for purposes of approving this Settlement,
9 this Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous
10 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
11 Class Members, and there is a well-defined community of interest among the Class Members with
12 respect to the subject matter of the Action; (c) the claims of the Class Representative are typical of
13 the claims of the Class Members; (d) the Class Representative has fairly and adequately protected
14 the interests of the Class Members; (e) a class action is superior to other available methods for an
15 efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for
16 the Plaintiff in his individual and representative capacity and for the Settlement Class.

17 10. By this Judgment, the Class Representative shall release, relinquish, and discharge,
18 and each of the Settlement Class Members shall be deemed to have, and by operation of the
19 Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released
20 Claims, as defined in the Settlement Agreement.

21 11. Neither the Settlement Agreement nor the Settlement contained therein, nor any act
22 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the
23 Settlement (i) is or may be deemed to be or may be used by the Plaintiff or Class Members as an
24 admission of, or evidence of, the validity of any of the Class Members' Released Claims, or of any
25 wrongdoing or liability of Defendants or any of the other Released Parties; or (ii) is or may be
26 deemed to be or may be used by the Plaintiff or Class Members as an admission of, or evidence of,
27 any fault or omission of Defendants or any of the other Released Parties in any civil, criminal, or
28 administrative proceeding in any court, administrative agency, or other tribunal. Defendants or any

1 of the other Released Parties may file the Settlement Agreement and/or the Judgment from this
2 Action in any other action that may be brought against it or them in order to support a defense or
3 counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement,
4 judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense
5 or counterclaim.

6 12. The "Settlement Amount" to be paid under the Settlement Agreement is \$265,000.
7 From this amount, Class Counsel sought an award of attorney's fees of \$88,333.33, litigation
8 expenses of \$7,000, a Service Award for Plaintiff of \$5,000, \$9,250 to Phoenix Settlement
9 Administrators as the Settlement Administrator, and \$10,000 for PAGA penalties, \$7,500 of which
10 is paid to the LWDA and \$2,500 to eligible Class Members who were employed during the PAGA
11 Period as set forth in the Settlement Agreement. Defendants do not oppose these requests. The
12 Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments
13 set forth below from the Settlement Amount:

- 14 A) \$88,333.33 to Class Counsel for attorney's fees;
- 15 B) \$6,686.39 to Class Counsel for litigation costs and expenses;
- 16 C) \$5,000 to Plaintiff as a Service Award;
- 17 D) \$9,250 to the Settlement Administrator for the costs of settlement
18 administration;
- 19 E) \$7,500 to the LWDA and \$2,500 to eligible employees under PAGA; and
- 20 F) After deducting the foregoing payments from the Settlement Amount, the
21 remainder shall form the Net Settlement Amount payable to the Settlement Class Members as set
22 forth in the Settlement Agreement and as calculated by the Settlement Administrator.

23 13. The Settlement Administrator is directed to calculate the Class Member's Individual
24 Settlement Amounts from the Net Settlement Amount and issue all payments in accordance with
25 the timeline set forth in the Settlement Agreement

26 14. The Settlement Administrator shall mail a reminder postcard to any Class Member
27 whose Settlement check is not negotiated within 60 days of mailing.

1 15. Settlement Class Members shall have 120 days to negotiate the settlement check
2 from the date of issuance by the Settlement Administrator. If a Participating Class Member does
3 not negotiate his/her check within this time period, the check will be canceled. The value of the
4 unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash a
5 settlement check shall be sent to the California State Controller Unclaimed Property.

6 16. This document shall constitute a Judgment for purposes of California Rule of Court
7 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class
8 Representative, the Class Members, and Defendants for the purposes of supervising the
9 implementation, enforcement, construction, administration, and interpretation of the Settlement
10 Agreement and this Judgment.

11 *17. OSC re Compliance with Terms of settlement is set for 7/15/22 at 8:30. Report due 7/8/22.*

IT IS SO ORDERED.

12
13 DATED: 11/18/21

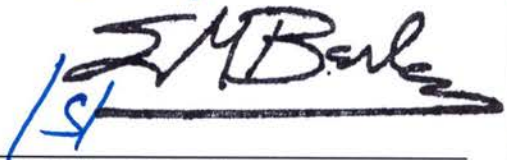
14 
15 _____
16 Honorable Elihu M. Berle
17 Judge of the Superior Court
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EXHIBIT 20

ORDER

On December 9, 2022, the Court conducted a hearing on Plaintiffs’ unopposed Motion in Support of Final Approval of Class Action Settlement (“Motion”). The Court considered the Motion papers, and GOOD CAUSE appearing, IT IS HEREBY ORDERED that the Motion is GRANTED as follows:

1. The Court approves the Settlement memorialized in the Joint Stipulation of Class Action Settlement and Release, and the Notice of Class Action Settlement.

2. The Court certifies the following Settlement Class for settlement purposes only pursuant to California Code of Civil Procedure §382:

(1) “all current and former hourly-paid or non-exempt employees of Defendants [Southwest Demolition, Ismael Esparasa, Ismael Esparza, Jr., Beatriz Salazar and Beatriz Salazar], and all current and former hourly-paid or non-exempt employees who worked at Defendant’s locations in California at any time from February 14, 2016 to the date of preliminary approval of the settlement.”

3. The Court finds, solely for purposes of the Settlement, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over any individual questions; (c) the claims of the Named Plaintiffs are typical of the claims of the Settlement Class; (d) Named Plaintiffs and Class Counsel will fairly and adequately represent and protect the interests of the Settlement Class; and (e) a class action is superior to all other available methods for the fair and efficient adjudication of the controversy. The Court further finds that the Settlement falls within the range of reasonableness of a settlement that could ultimately be granted final approval by the Court, and merits submission to Class Members for their consideration. All capitalized terms used in this Order shall have the same defined meanings as set forth in the Joint Stipulation of Class Action Settlement and Release, unless stated otherwise.

4. The Court finds that there were zero (0) opt outs from the settlement. The court further finds that there were no objectors to the settlement.

- 1 5. The Court appoints Brent S. Buchsbaum of the Law Offices of Buchsbaum &
- 2 Haag LLP, and Roger E. Haag of Gateway Pacific Law Group, PC as Class Counsel.
- 3 6. The Court appoints Christian Ortiz as Class Representative.
- 4 7. The Court appoints Simpluris, Inc. as the Claims Administrator.
- 5 8. The Court approves Class Counsel’s request for Attorney’s Fees in the amount of
- 6 \$79,200.00 and Costs in the amount of \$10,000.00
- 7 9. The Court approves Class Counsel’s request for the Enhancement Awards to
- 8 representative Christian Ortiz in the amount of \$5,000.00.
- 9 10. The Court approves the Claims Administration Fee to be paid to Simpluris, Inc.
- 10 in the amount of \$7,500.00.
- 11 11. The Court preliminarily approves the LWDA Payment of \$15,000.00 with
- 12 \$11,250.00 to be paid to LWDA and the remainder to the class as set forth in the Joint
- 13 Stipulation.
- 14 12. On August 15, 2023, the court will hold an OSC re Compliance with the terms of
- 15 the Settlement. By no later than August 8, 2023, the parties shall file a Joint Report, including a
- 16 Declaration from the claims administrator as to the status of funding.

17

18 **IT IS SO ORDERED.**



Elihu M. Berle

19

20 Dated: 1-19-23

Elihu M. Berle / Judge

Hon. Elihu M. Berle
Los Angeles Superior Court – Spring Street
Department 6

EXHIBIT 21

Electronically Received 07/07/2023 05:04 PM

1 Michael Nourmand, Esq. (SBN 198439)
James A. De Sario, Esq. (SBN 262552)
2 THE NOURMAND LAW FIRM, APC
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4 Facsimile (310)553-3603

5 Attorneys for Plaintiff,
JUAN C, QUEZADA, on behalf of himself and
6 all others similarly situated

7 David Yeremian, Esq. (SBN 226337)
Roman Shkodnik, Esq. (SBN 285152)
8 DAVID YEREMIAN & ASSOCIATES, INC.
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9 La Crescenta, California 91214
Telephone (818) 230-8380
10 Facsimile (818)230-0308

11 Attorneys for Plaintiff,
SANDRA CEJA, on behalf of herself
12 and all others similarly situated

13 [Additional Counsel and Party Listed On The Next
Page]

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF LOS ANGELES

17 JUAN C. QUEZADA, SANDRA CEJA,
18 EVELYN DIAZ, and BERNADETTE
OLIVARES, on behalf of themselves and all
19 others similarly situated.

20 Plaintiffs,

21 vs.

22 ALL-WAYS, INC., a business entity form
unknown; ALL-WAYS PACIFIC LLC, a
23 California limited liability company;
PERSONNEL STAFFING GROUP, LLC, a
24 Florida limited liability company;
OPPORTUNITY STAFFING, a California
25 corporation; RESOURCE EMPLOYMENT
SOLUTIONS, LLC, a Florida limited liability
26 company; and DOES 1 through 100, Inclusive

27 Defendants.
28

FILED
Superior Court of California
County of Los Angeles
07/11/2023

David W. Slayton, Executive Officer / Clerk of Court
By: M. Fregoso Deputy

Case No. BC708546

~~REVISED [PROPOSED]~~ ORDER
GRANTING FINAL APPROVAL FOR
CLASS SETTLEMENT

Date: July 5, 2023
Time: 9:00 a.m.
Dept.: 6

~~REVISED [PROPOSED]~~ ORDER GRANTING FINAL APPROVAL FOR CLASS
SETTLEMENT

1 MATERN LAW GROUP, PC
Matthew J. Matern (SBN 159798)
2 Matthew W. Gordon (SBN 267971)
Vanessa M. Rodriguez (SBN 316382)
3 1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
4 Telephone: (310) 531-1900
Facsimile: (310) 531-1901
5
6 Attorneys for Plaintiffs EVELYN DIAZ
and BERNADETTE OLIVARES,
individually, and on behalf of all others
7 similarly situated

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1 On July 5, 2023, Plaintiffs Juan C Quezada’s, Sandra Ceja’s, Evelyn Diaz’s, and Bernadette
2 Olivares’ (collectively “Plaintiffs”) Motion for Final Approval of Class Action Settlement, Attorneys’
3 Fees and Expenses, and Incentive Award came before the Court, in Department 6, for hearing pursuant
4 to the Order of this Court, dated March 10, 2023 (“Preliminary Approval Order”), on the application
5 of Plaintiffs and the Certified Class for approval of the Settlement set forth in the the Joint Stipulation
6 for Class Action Settlement and Amendment to Joint Stipulation for Class Action Settlement (the
7 “Stipulation”). Full and adequate notice having been given to the Class as required in the Court’s
8 Preliminary Approval Order, and the Court having considered all papers filed and proceedings held
9 herein and otherwise being fully informed in the premises and good cause appearing therefor,

10 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

11 1. This Order incorporates by reference the definitions in the Stipulation, and all
12 capitalized terms used, but not defined herein, shall have the same meanings as in the Stipulation.

13 2. This Court has jurisdiction over the subject matter of the Action and over all parties to
14 the Action, including all Class Members.

15 3. The Motion for final approval is granted. The Court approves the settlement as fair,
16 reasonable and adequate. The Court makes the following awards and approves the following
17 payments:

18 a. \$1,100,000.00 (one million one hundred thousand dollars) in attorneys’ fees and
19 \$58,344.32 (fifty-eight thousand three hundred and forty-four dollars and thirty-
20 two cents) in costs to Class Counsel;

21 b. \$7,500.00 (seven thousand five hundred dollars) as an Enhancement Award to each
22 of the Plaintiffs Juan C Quezada, Sandra Ceja, Evelyn Diaz, and Bernadette
23 Olivares as the Class Representatives for a total Enhancement Award of \$30,000;
24 and,

25 c. \$56,000.00 (fifty-six thousand dollars) in Settlement Administrator’s Fees to the
26 claim’s administrator CPT Group, Inc.

27 4. In accordance with the Settlement and the terms set forth in this order, this Order shall
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1 not be deemed a judgment in favor of Class Members or any them and shall not constitute an obligation
2 for direct compensation of any one or any number of the Class Members, but rather it simply approves
3 and undertakes to monitor the execution of the settlement between the Parties. Except for the payment
4 due under the Stipulation, the parties are each to bear their own costs and attorneys' fees. The Court
5 approves the Stipulation and Defendants All-Ways, Inc., All-Ways Pacific LLC, Personnel Staffing
6 Group, LLC, Opportunity Staffing, Resource Employment Solutions, LLC (collectively
7 "Defendants"), and the Released Parties are discharged from all Released Claims in accordance with
8 the terms of the Stipulation.

9 5. In this wage and hour class action lawsuit, Plaintiffs sued Defendants for a variety of
10 Labor Code violations. The operative complaint alleges that Defendants failed to pay minimum wages
11 and overtime, failure to provide meal and rest breaks, improper deductions, failed to provide accurate
12 wage statements, failure to reimbursement necessary expenditure, failure to maintain required records,
13 failed to pay final wages when due, committed unfair business practices under California's Unfair
14 Competition Law ("UCL"), and violated the Private Attorneys General Act of 2004 ("PAGA"), all in
15 violation of California law. The operative complaint seeks recovery of unpaid minimum wages and
16 overtime, premium pay for improper meal breaks and rest breaks, compensation for failure to
17 reimburse necessary expenditures, for penalties for improper wage statements and failure to maintain
18 required records waiting time penalties, restitution under the UCL, penalties under Labor Code § 2699
19 *et seq.*, prejudgment interest, post-judgment interest, and attorneys' fees and costs. Defendants
20 answered the Complaint and denied all of Plaintiffs' claims and maintained that it complied with all
21 applicable laws.

22 6. The parties settled this matter at mediation and thereafter sought and obtained
23 preliminary approval of the class action settlement on March 10, 2023. Defendants made and make no
24 admission of liability and none shall be inferred from the Stipulation or entry of judgment. Neither
25 this order nor the Stipulation shall be used or submitted into evidence in any proceeding or action,
26 except for the sole purpose of enforcing the terms hereof.

27 7. In California, the notice to class members must have "a reasonable chance of reaching
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1 a substantial percentage of the class members.” *Wershba v. Apple Computer, Inc.* (2001) 91
2 Cal.App.4th 224, 251. Importantly, however, the plaintiff need not demonstrate that each member of
3 the class received notice. As long as the notice had a “reasonable chance” of reaching a substantial
4 percentage of class members, it should be found effective.

5 8. CPT Group, Inc. is providing settlement administration services for this settlement.
6 (Declaration of Tim Cunningham with Respect to Notification with the Final Approval Motion, ¶ 3.)
7 On March 7, 2023, CPT Group, Inc. received the class information from Defendants; the list contained
8 6,392 individual Class Members. (*Id.* at ¶ 4.) CPT Group, Inc. conducted a search of the NCOA to
9 update addresses and, on March 24, 2023, mailed the Notice Packet to all Class Members. (*Id.* at ¶¶ 6,
10 7.) CPT Group, Inc. forwarded Notice Packets returned with forwarding addresses and performed skip
11 searches on all other returned mail. (*Id.* at ¶¶ 8, 9.) CPT Group, Inc. received no objections, one
12 request for exclusion, and one dispute. (*Id.* at ¶¶ 10-12.) Based on the foregoing, the Court finds that
13 the notice provided to Class Members conforms to due process requirements.

14 9. It is the duty of the Court, before finally approving the settlement, to conduct an inquiry
15 in the fairness of the proposed settlement. California Practice Guide, Civil Procedure Before Trial,
16 The Rutter Group, ¶14:139.12 (2012). The trial court has broad discretion in determining whether the
17 settlement is fair. In exercising that discretion, it normally considers the following factors: strength of
18 the plaintiff’s case; the risk, expense, complexity and likely duration of further litigation; the risk of
19 maintaining class action status through trial; amount offered in settlement; extent of discovery
20 completed and stage of the proceedings; experience and views of counsel; presence of a governmental
21 participant; and reaction of the class members to the proposed class settlement. *Dunk v. Ford Motor*
22 *Co.* (1996) 48 Cal.App.4th 1794, 1801; *In Re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723.
23 This list is not exclusive, and the Court is free to balance and weigh the factors depending on the
24 circumstances of the case. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-245.
25 Similar, to its review of class action settlements, the Court must “determine independently whether a
26 PAGA settlement is fair and reasonable,” to protect “the interests of the public and the LWDA in the
27 enforcement of state labor laws.” *Moniz v. Adecco*, 72 72 Cal.App.5th 56, 77.

1 10. The proponent bears the burden of proof to show the settlement is fair, adequate and
2 reasonable. *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135,
3 1165-1166; *Wershba, supra*, 91 Cal.App.4th at 245. There is a presumption that a proposed settlement
4 is fair and reasonable when it is the result of arms'-length negotiations. 2 Herbert Newburg & Albert
5 Conte, *Newburg on Class Actions* §11.41 at 11-88 (3d ed. 1992); *Manual for Complex Litigation*
6 (Third) §30.42.

7 11. Had this case not settled, there would have been additional risks and expenses
8 associated with continuing to litigate. Procedural hurdles (e.g., motion practice and appeals) are also
9 likely to prolong the litigation as well as any recovery by the Class Members.

10 12. There is always a risk of decertification. *Weinstat v. Dentsply Intern., Inc.* (2010) 180
11 Cal.App.4th 1213, 1226 (“Our Supreme Court has recognized that trial courts should retain some
12 flexibility in conducting class actions, which means, under suitable circumstances, entertaining
13 successive motions on certification if the court subsequently discovers that the propriety of a class
14 action is not appropriate.”)

15 13. As part of the Court’s analysis of this factor, the Court should take into consideration
16 the admonition in *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133. In *Kullar*,
17 objectors to a class settlement argued the trial court erred in finding the terms of the settlement to be
18 fair, reasonable, and adequate without any evidence of the amount to which class members would be
19 entitled if they prevailed in the litigation, and without any basis to evaluate the reasonableness of the
20 agreed recovery. The Court of Appeal agreed with the objectors that the trial court bore the ultimate
21 responsibility to ensure the reasonableness of the settlement terms. Although many factors had to be
22 considered in making that determination, and a trial court was not required to decide the ultimate
23 merits of class members’ claims before approving a proposed settlement, an informed evaluation could
24 not be made without an understanding of the amount in controversy and the realistic range of outcomes
25 of the litigation.

26 14. Defendants have agreed to settle for the non-reversionary amount of \$3,300,000.00
27 (plus interest calculated at 3.5% per year of the balance for the installment payments) all in, with no
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1 additional sums being due from Defendants for damages, costs, attorneys’ fees, contributions,
2 reimbursements or for any other reason). According to the claims administrator’s calculations, the
3 average settlement payment will be approximately **\$315.13** per Class Member (Cunningham
4 Declaration, ¶ 16.)

5 15. Class Counsel conducted an investigation that included formal and informal discovery,
6 reviewed time records, reviewed Plaintiffs’ documents, and formed damage models based on all of
7 these. (Nourmand Declaration re: Preliminary Approval, ¶¶ 7-9.) The parties also mediated this case
8 with Lynn S. Frank, Esq., a respected and highly experienced mediator in wage and hour class actions.
9 In connection with mediation and through discussions with counsel for Defendants, Class Counsel
10 also discussed all aspects of the case, including the risks of litigation and the risks to both parties of
11 proceeding with a motion for class certification as well as the law relating to unpaid wages. (Nourmand
12 Declaration re: Preliminary Approval, ¶¶ 8-9.)

13 16. Class Counsel has experience with wage and hour class litigation. (Nourmand
14 Declaration re: Preliminary Approval, ¶ 32.) He is of the opinion that this settlement is in the best
15 interest of the class (Nourmand Declaration re: Final Approval, ¶ 33.) and provides substantial benefit
16 to Class Members. (Id. at ¶ 33.)

17 17. The class reacted very positively with 99.98% participation rate. (Yeremian
18 Declaration re: Final Approval, ¶ 11)

19 18. On balance, this is a fair settlement that satisfies the *Dunk* factors, such that final
20 approval is warranted.

21 19. Class Counsel requested attorneys’ fees of \$1,100,000.00. The Court employs the
22 lodestar method in awarding fees, as opposed to a “percentage of the common fund” method. This
23 amount would reflect the actual work performed, plus a multiplier (if applicable) to recognize
24 counsel’s efforts. In common fund cases, the Court may employ a percentage of the benefit method,
25 as cross-checked against the lodestar. *Laffitte v. Robert Half Int’l., Inc.* (2016) 1 Cal.5th 480, 503.

26 20. Here, fees are sought pursuant to the percentage method. The determination of what
27 constitutes an appropriate percentage “is somewhat elastic and depends largely on the facts of a given
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1 case, but certain factors are commonly considered. Specifically, the court may address the percentage
2 likely to have been negotiated between private parties in a similar case, percentages applied in other
3 class actions, the quality of class counsel, and the size of the award.” *In re Ikon Office Solutions, Inc.,*
4 *Securities Litigation* (E.D. Pa. 2000) 194 F.R.D. 166, 193.

5 21. These factors favor the \$1,100,000.00 award. As for the first factor, private contingency
6 fee agreements are routinely 30% to 40% of the recovery. (*Id.* at 194.) As for the second factor,
7 although the median percentage of attorney fees in class action is 25%, “most fees appear to fall in the
8 range of nineteen to forty-five percent.” (*Id.*) As for the third factor, Class Counsel has experience in
9 class actions, including wage and hour cases. Most importantly, Class Counsel achieved good results
10 for the class as evidenced by the Class Members’ reaction to the settlement. As for the fourth factor,
11 Class Counsel negotiated a \$3,300,000.00 Gross Settlement Amount. Applying the lodestar cross-
12 check, The lodestar amount for Class Counsel is \$811,305 (\$90,400 for David Yeremian’s time on the
13 case, \$136,800 for Roman Shkodnik’s time on the case, \$159,255 for Matern Law Group’s time on
14 the case and \$424,850 for the Nourmand Law Firm, APC’s time on the case) (Yeremian FA Decl. ¶
15 15; Matern Decl. ¶ 34; Nourmand Decl. ¶ 26.) The hourly rates appear to be reasonable for attorneys
16 with their respective years of experience. (Yeremian Declaration re: Final Approval, ¶ 15), and the
17 hours spent is reasonable for this case, which has been pending for two years. It appears that Class
18 Counsel utilized skill in litigating this case, and by all accounts, have good reputations in the legal
19 community; at the very least, there is no evidence before the Court to indicate that the attorneys have
20 negative reputations in the legal community. It also appears that Class Counsel spent appreciable time
21 on the case, which time could have been spent on other meritorious fee-generating cases. Based on the
22 \$811,305 lodestar, the fee request of \$1,100,000.00 translates into a multiplier of 1.35. Because the
23 fee request is based on a reasonable percentage of the settlement fund and is supported by the lodestar
24 calculation, and because the class was provided with notice of the fee request and did not object, the
25 Court awards fees in the amount requested. The total attorneys fees will be allocated between Class
26 counsel as follows: 45% to The Nourmand Law Firm, APC, 45% to David Yeremian & Associates,
27 Inc., and 10% to Matern Law Group, PC.

1 Class Counsel requests costs in the amount of \$58,344.32. (Yeremian Declaration re: Final
2 Approval, ¶ 28, and Exhibit 3 thereto; Declaration of Declaration of Matthew J. Matern regarding
3 Final Approval at ¶ 41; Declaration of Michael Nourmand regarding Final Approval at ¶ 31.) Class
4 Counsel incurred costs including, but not limited to, filing fees (e.g. complaint, stipulation, motions),
5 service of process, travel costs, mediation fees, expert analysis fees, attorney-service costs for court
6 filings, copy charges for documents, parking, and postage charges. The Settlement provides for
7 reimbursement to Counsel of costs and expenses and Counsel hereby requests \$58,344.32 which
8 were all reasonably incurred in the litigation of this action. These costs appear reasonable and
9 necessary to the conduct of the litigation. Further, as with the fee requests, the maximum cost
10 request was disclosed to Class Members and deemed unobjectionable. For these reasons, the cost
11 request is granted in the amount of \$58,344.32.

12 22. Claims administrator CPT Group, Inc. requests administration costs of \$56,000.00.
13 Based upon the work performed and yet to be performed, the request for administration costs of
14 \$56,000.00 is granted.

15 23. The Court also approves the payment to the Labor and Workforce Development
16 Agency (“LWDA”) in the amount of \$37,500.00 (out of \$50,000.00 as allocated to the claim under
17 the California Private Attorneys General Act).

18 24. Finally, Class Counsel seeks an Enhancement Award of \$7,500.00 to each of the
19 Plaintiffs as the class representatives. The Court considers the following factors, among others, in
20 determining whether to pay an incentive or enhancement award to a class representative: whether an
21 incentive was necessary to induce the class representative to participate in the case; actions, if any,
22 taken by the class representative to protect the interests of the class; the degree to which the class
23 benefited from those actions; the amount of time and effort the class representative expended in
24 pursuing the litigation; the risk to the class representative in commencing suit, both financial and
25 otherwise; the notoriety and personal difficulties encountered by the class representative; the duration
26 of the litigation; and the personal benefit (or lack thereof) enjoyed by the class representative as a
27 result of the litigation. California Practice Guide, Civil Procedure Before Trial, ¶14:146.10 (The Rutter
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1 Group 2012) (citing *Clark v American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 804;
2 *Bell v. Farmers Ins. Exch.* (2004) 115 Cal.App.4th 715, 726; *In re Cellphone Fee Termination Cases*
3 (2010) 186 Cal.App.4th 1380, 1394; *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186
4 Cal.App.4th 399, 412. Plaintiffs devoted numerous hours to this litigation. (Sandra Ceja Declaration
5 “Ceja Decl.” ¶7; Juan C. Quezada Declaration “Quezada Decl.” ¶3; Evelyn Diaz Declaration “Diaz
6 Decl.” ¶11; Bernadette Olivares Declaration “Olivares Decl.” ¶11 .) They assisted their attorneys by
7 having multiple conferences with them and by providing documents. Plaintiffs also helped Class
8 Counsel prepare for mediation. Plaintiffs freely chose to champion the rights of the class and accepted
9 the risks associated with acting as a class representative. The Court grants an enhancement award of
10 \$7,500.00 to each Plaintiff for the following reasons: Plaintiffs spent significant time on this litigation;
11 Plaintiffs’ actions benefitted the Class; and Plaintiffs accepted the risks and notoriety that are
12 associated with acting as a class representative.

13 25. All Parties, including each and all Class Members, are bound by this Final Approval
14 Order and by the Stipulation. All Class Members shall be deemed to have entered into the Stipulation
15 and the releases provided therein. Defendants shall have no obligation to pay any sums in excess of
16 the \$3,300,000.00 settlement payment set forth in the Stipulation (save and except for the additional
17 employer payroll taxes associated therewith). Other than as provided in the Stipulation, Defendants
18 shall have no obligation after entry of judgment to pay any sum to any person, whether for costs,
19 attorneys’ fees, Class Member reimbursement or contribution, as a result of entry of judgment.

20 26. The Court previously certified the Action as a class action under California Code of
21 Civil Procedure section 382. The Class is defined as follows:

- 22 a. “Participating Class Members:” as all current and former hourly non-exempt
23 employees of All-Ways within California and hourly non-exempt temporary
24 employees who were placed to work for All-Ways within California at any time
25 during the Class Period.
26 b. “Class Period:” is defined as of July 17, 2013 through May 31, 2021.

27 27. Excluded from the Class would have been those persons who validly requested
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1 exclusion in accordance with the requirements set forth in the Preliminary Approval Order. The Court
2 finds that, based on the declaration of Tim Cunningham, there was one request for exclusion from
3 Johnny H. Dao submitted to the Claims Administrator CPT Group, Inc.

4 28. The certified Class continues to meet all the requirements of California Code of Civil
5 Procedure section 382, as already found, and for the reasons set forth, in the Court's Preliminary
6 Approval Order.

7 29. Plaintiffs Juan C Quezada, Sandra Ceja, Evelyn Diaz, and Bernadette Olivares are the
8 Court-appointed Class Representative for the Claims Class.

9 30. David Yeremian and Roman Shkodnik of the law firm David Yeremian & Associates,
10 Inc. Michael Nourmand and James A. De Sario of The Nourmand Law Firm, APC, Matthew J. Matern,
11 Matthew W. Gordon, and Vanessa M. Rodriguez of Matern Law Group, PC are the Court-appointed
12 Class Counsel.

13 31. As set forth in the Stipulation any checks issued to Class Members will expire one
14 hundred and eighty (180) days from the date they are issued by the Claims Administrator. Any check
15 not cashed within one hundred eighty (180) days will become void. Any checks that, after an
16 appropriate skip trace, are undeliverable, shall become void. Any settlement shares for which checks
17 remain un-cashed and become void shall be forwarded to the California State Controller's Unclaimed
18 Property division to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et*
19 *seq.*

20 32. Upon the Effective Date (as defined in the Stipulation), all Released Claims of each
21 and every member of the Classes, save and except for those who timely requested exclusion, are and
22 shall be deemed to be conclusively released as against the Releasees. All persons and entities who are
23 in the Classes are hereby forever barred and enjoined from commencing, prosecuting or continuing,
24 either directly or indirectly, against the Releasees, in this or any other jurisdiction or forum, any and
25 all Released Claims (as defined in the Stipulation).

26 33. The Court sets a OSC Regarding Compliance for July 31, 2024 at 8:30 am in
27 Department 6. The Court requires that Plaintiffs file the settlement administrator's report on or before
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1 July 24, 2024.

2 34. Without affecting the finality of this Order in any way, this Court hereby retains
3 continuing jurisdiction over: (a) implementation of the Stipulation and any award or distribution of
4 the Gross Settlement Amount, including interest earned thereon; (b) disposition of the Gross
5 Settlement Amount; (c) hearing and determining applications for attorney fees and expenses in the
6 Action; (d) all parties hereto for the purpose of construing, enforcing, and administering the
7 Stipulation and the Settlement therein; and (e) Class Members who seek to pursue Released Claims,
8 including any dispute as to whether such claims were released as against the Releasees.

9 35. There is no just reason for delay in the entry of judgment approving the Class
10 Settlement and immediate entry by the Clerk of the Court is expressly directed.

11 **IT IS SO ORDERED.**

12
13 **DATED:** 7-11-23 _____



14 **Elihu M. Berle**
15 **HON. ELIHU M. BERLE**
16 **JUDGE OF THE SUPERIOR COURT**
17 **Elihu M. Berle / Judge**

EXHIBIT 22

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Superior Court of California
County of Los Angeles

APR 07 2021

Sherri R. Carter, Executive Officer/Clerk
By Mansela Fregoso Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

JOSHUA RAEI, on behalf of himself, all
others similarly situated, and on behalf of
the general public,

Plaintiffs,

v.

INTERCONTINENTAL HOTELS
GROUP RESOURCES, INC.; and DOES
1-100,

Defendants.

Case No. 19STCV16010

[Assigned to the Honorable Elihu M. Berle]

~~[REVISED PROPOSED]~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES, COSTS,
CLASS REPRESENTATIVE
ENHANCEMENT, AND ENTERING OF
FINAL JUDGMENT

Date: April 5, 2021
Time: 9:00 AM
Dept: 6

Complaint filed: May 8, 2019
Trial Date: None set

04/08/2021

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 Plaintiffs' Motion for Final Approval of Class Action Settlement came before this Court,
3 the Honorable Elihu M. Berle, on April 5, 2021. The Court having read and considered the papers
4 submitted in support of the motion, the law, and good cause appearing therefore, HEREBY
5 ORDERS THE FOLLOWING:

6 1. This Order incorporates by reference the definitions in the Amended Joint
7 Stipulation and Settlement Agreement ("Settlement Agreement"), and all terms defined therein
8 shall have the same meaning in this Order as set forth in the Settlement Agreement.

9 2. The Court finds that the applicable requirements of California Code of Civil
10 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
11 to the Class and the settlement. The Court hereby makes final its earlier provisional certification
12 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
13 hereby defined to include all non-exempt employees who worked at any of Defendants' nine
14 Staybridge Suites hotels in California at any time from May 8, 2015 through March 29, 2020.
15 ("Class" or "Class Members").

16 3. The Court has jurisdiction over the claims of the Class Members asserted in this
17 proceeding and over all parties to the proceeding.

18 4. The Notice of Class Action Settlement ("Class Notice") was mailed to Class
19 Members by first-class U.S. mail to Class Members. The Class Notice informed the Class of the
20 material terms of the settlement, of their right to receive a *pro rata* portion of the Net Settlement
21 Fund, of their right to request exclusion from the settlement, of their right to comment upon or
22 object to the settlement and to appear in person or through counsel at the Final Approval Hearing
23 and of the date set for the Final Approval Hearing. Adequate periods of time were provided by
24 each of these procedures.

25 5. In response to the Class Notice, no member of the Class submitted written
26 objections to the settlement, or stated an intention to appear at the Final Approval Hearing. No
27 member of the Class requested to be excluded from the settlement. No member of the Class
28 submitted a dispute regarding the number of workweeks credited to him/her.

1 6. The Court finds and determines that this notice procedure afforded adequate
2 protections to Class Members and provides the basis for the Court to make an informed decision
3 regarding approval of the settlement based on the Class Members' response. The Court finds and
4 determines that the Class Notice was the best notice practicable under the circumstances, and
5 satisfied the requirements of law and due process.

6 7. The Court further finds and determines that the terms of the settlement are fair,
7 reasonable and adequate to the Class and to each Class Member.

8 8. Pursuant to California law, the Court hereby grants final approval of the
9 settlement. The Court finds that the settlement was reached as a result of informed and non-
10 collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds that
11 the Parties conducted extensive investigation, research, and discovery and that their attorneys
12 were able to reasonably evaluate their respective positions. The Court also finds that settlement
13 will enable the Parties to avoid additional and potentially substantial litigation costs, as well as
14 delay and risks if the Parties were to continue to litigate the case. The Court has considered the
15 absence of objections to and requests for exclusion from the settlement, reviewed the monetary
16 recovery provided as part of the settlement, and recognizes the significant value accorded to the
17 Class. Accordingly, the Court hereby approves the terms set forth in the Settlement Agreement
18 and finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the
19 Parties to effectuate the settlement according to its terms.

20 9. A full opportunity has been afforded to the Class Members to participate in the
21 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
22 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
23 the settlement. Accordingly, the Court determines that all Class Members who did not submit a
24 timely and valid request for exclusion from the settlement to the Settlement Administrator
25 ("Settlement Class Members") are bound by this Order Granting Plaintiff's Motion for Final
26 Approval of Class Action Settlement ("Final Approval Order and Judgment").

27 10. The Court hereby confirms David Mara and Jill Vecchi of Mara Law Firm, PC
28 and Norman Blumenthal, Kyle Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug

04/08/2021

1 Bhowmik De Blouw LLP as Class Counsel in this action.

2 11. The Court hereby confirms Plaintiffs Joshua Rael and Mallory Cavada as the Class
3 Representatives in this action.

4 12. The Court finds and determines that the individual Settlement Shares provided for
5 by the terms of the Settlement Agreement to be paid to the Settlement Class Members are fair and
6 reasonable. The Court hereby gives final approval to and orders the payment of those amounts be
7 made to the Settlement Class Members in accordance with the terms of the Settlement Agreement.

8 13. The Court finds and determines the Class Representative Enhancement Payments
9 in the sum of \$7,500 each to Plaintiffs Joshua Rael and Mallory Cavada are fair and reasonable.
10 The Court hereby orders the Settlement Administrator to make the payments to the
11 Plaintiffs/Class Representatives in the amount of \$7,500 each for the Class Representative
12 Enhancement Payments in accordance with the terms of the Settlement Agreement.

13 14. The Court finds and determines that the payment to the Settlement Administrator,
14 Phoenix Settlement Administrators, in the sum of \$10,500 for its fee and expenses incurred and
15 to be incurred for the notice and settlement administration process is fair and reasonable. The
16 Court hereby orders the Settlement Administrator to make payment to itself in the amount of
17 \$10,500 for Administration Costs in accordance with the terms of the Settlement Agreement.

18 15. Pursuant to the terms of the settlement, and the authorities, evidence and argument
19 submitted by Class Counsel, the Court hereby approves of an attorneys' fee award in the sum of
20 \$500,000 and a Cost Award of \$19,245.76 to Class Counsel. The Court finds such amounts to be
21 fair and reasonable. The Court hereby orders the Settlement Administrator to make payment to
22 Class Counsel in the amount of \$500,000 for attorneys' fees and \$19,245.76 for litigation
23 expenses in accordance with the terms of the Settlement Agreement.

24 16. The Court finds and determines that the payment to the Labor and Workforce
25 Development Agency ("LWDA"), in the sum of \$56,250 (which is 75% of the \$75,000 allocated
26 to claims under the Private Attorneys General Act of 2004 ("PAGA")), is fair and reasonable.
27 The Court hereby orders the Settlement Administrator to make the payment to the LWDA in the
28 amount of \$56,250 for the PAGA payment in accordance with the terms of the Settlement

1 Agreement.

2 17. Neither Defendants nor any related persons or entities shall have any further
3 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
4 except as provided for by the Settlement Agreement.

5 18. The Court finds and determines that the release contained in the Settlement
6 Agreement is appropriate and shall bind all Participating Class Members.

7 19. Nothing in this Final Approval Order and Judgment shall preclude any action to
8 enforce the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Final
9 Approval Order and Judgment, including the requirement that Defendants make payments to
10 Participating Class Members in accordance with the Settlement Agreement.

11 20. The Court finds and determines that nothing in the Settlement Agreement or this
12 Final Approval Order and Judgment (1) is intended or will be construed as an admission of
13 liability or wrongdoing by Defendants or (2) may be offered in evidence against Defendants (other
14 than solely in connection with this settlement).

15 21. The Court hereby enters final judgment in this action in accordance with the terms
16 of the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and
17 Judgment.

18 22. The Parties shall bear their own costs and attorneys' fees except as otherwise
19 provided for by the Settlement Agreement and this Final Approval Order and Judgment.

20 23. Without affecting the finality of this Final Approval Order and Judgment in any
21 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
22 implementation, effectuation and enforcement of this order and the Settlement.

23 24. An Order to Show Cause hearing is set for December 9, 2021 at 8:30 a.m.
24 regarding the distribution of the settlement funds in compliance with the terms set forth in the
25 Settlement Agreement. Plaintiffs are ordered to submit a declaration outlining the distribution of
26 the settlement funds by November 29, 2021.

27 **JUDGMENT**


28 25. This document shall constitute a judgment for purposes of California Rules of

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Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Final Approval Order and Judgment, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiffs/Class Representatives and all Participating Class Members shall take nothing from Defendants except as expressly set forth in the Settlement Agreement, in conjunction with Plaintiffs' Renewed Motion for Preliminary Approval of the Class Action Settlement. The Court, pursuant to California Rule of Court 3.769(h), shall retain jurisdiction over the parties to enforce the terms of the judgment.

IT IS SO ORDERED.

Dated: 4/7/21

By 
Honorable Elihu M. Berle
Los Angeles Superior Court Judge

19STCV16010

1 Case Name: Joshua Rael v. Intercontinental Hotels Group Resources, Inc.
2 Court: Los Angeles Superior Court
3 Case Number: 19STCV16010
4 LWDA Number: LWDA-CM-456499-18

5 **PROOF OF SERVICE**

6 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

7 I am employed in the County of: San Diego, State of California.

8 I am over the age of 18 and not a party to the within action; my business address is:
9 2650 Camino Del Rio N., Suite 205, San Diego, CA 92108

10 On April 5, 2021, I served the foregoing document(s) described as:

11 **[REVISED PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL**
12 **APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS' FEES, COSTS,**
13 **CLASS REPRESENTATIVE ENHANCEMENT, AND ENTERING OF FINAL**
14 **JUDGMENT**

15 On interested parties in this action

16 **SEYFARTH SHAW LLP**
17 Michael J. Burns
18 Eric E. Hill
19 560 Mission Street, 31st Floor
20 San Francisco, CA 94105
21 mjburns@seyfirth.com
22 ehill@seyfirth.com

23 Norman B. Blumenthal (068687)
24 Kyle R. Nordrehaug (205975)
25 Aparajit Bhowmik (248066)
26 **BLUMENTHAL NORDREHAUG**
27 **BHOWMIK DE BLOUW LLP**
28 2255 Calle Clara
La Jolla, CA 92037
norm@bamlawca.com
kyle@bamlawca.com
aj@bamlawca.com

29 **SEFARTH SHAW LLP**
30 Eric W. May
31 2029 Century Park East, Suite 3500
32 Los Angeles, CA 90067
33 EMay@seyfirth.com

34 **[XX] (BY ELECTRONIC SERVICE VIA CASE ANYWHERE)** On April 5, 2021, based on
35 a court order I caused the above-entitled document(s) to be served through Case Anywhere
36 at www.caseanywhere.com addressed to all parties appearing on the electronic service list
37 for the above entitled-cases. The service transmission was reported as complete and a copy
38 of the Case Anywhere Filing Receipt Page/Confirmation will be filed, deposited, or
39 maintained with the original document(s) in this office.

40 **[XX] (DECLARATION)** I declare under penalty of perjury under the laws of the State of
41 California that the above is true and correct.

42 Dated: April 5, 2021

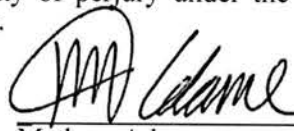
43 
44 Mathew Adame

EXHIBIT 23

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FILED
Superior Court of California
County of Los Angeles

JAN 10 2020

Sherri R. Carter, Executive Officer/Clerk
By *Marsela Fregoso* Deputy
Marsela Fregoso

RECEIVED
LOS ANGELES SUPERIOR COURT
JAN 03 2020
R. NAZARYAN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE**

JULIO RODRIGUEZ; individually and on behalf of other members of the general public similarly situated,

Plaintiff,

v.

SQUARE-H BRANDS, INC., a Delaware Corporation, and DOES 1 through 100, inclusive,

Defendants.

Case No. BC719423

Honorable Elihu M. Berle
Department 6

CLASS ACTION

[PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT

Hearing Date: January 10, 2020
Hearing Time: 9:00 a.m.
Hearing Place: Department 6

Complaint Filed: August 31, 2018
FAC Filed: September 7, 2018
SAC Filed: April 2, 2019
Jury Trial: None Set

01/14/2020

1 This matter has come before the Honorable Elihu M. Berle in Department 6 of the above-
 2 entitled Court, located at 312 N. Spring Street, Los Angeles, CA 90012, on Plaintiff Julio Rodriguez
 3 ("Plaintiffs") Motion for Final Approval of Class Action Settlement, Attorneys' Fees Award, Costs,
 4 and Class Representative Enhancement Payment ("Motion for Final Approval"). Justice Law
 5 Corporation appeared on behalf of Plaintiff and Sheppard Mullin Richter & Hampton, LLP appeared
 6 on behalf of Defendant Square-H Brands, Inc. ("Defendant" or "Square-H Brands").

7 On September 17, 2019, the Court entered an Order Granting Preliminary Approval of Class
 8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement of
 9 the above-entitled action ("Action") in accordance with the Amended Joint Stipulation and Settlement
 10 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), which, together with the
 11 exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

12 Having reviewed the Settlement Agreement and duly considered the parties' papers and oral
 13 argument, and good cause appearing,

14 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

15 All terms used herein shall have the same meaning as defined in the Settlement Agreement and
 16 the Preliminary Approval Order. This Court has jurisdiction over the claims of the Class Members
 17 asserted in this proceeding and over all parties to the Action. The Court finds that the applicable
 18 requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et*
 19 *seq.* have been satisfied with respect to the Class and the Settlement. The Court hereby makes final its
 20 earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary
 21 Approval Order. The Class is hereby defined to include:

22 All current and former hourly-paid or non-exempt employees employed by
 23 Defendant within the State of California from August 31, 2014 to April 30, 2019.

24 The Notice of Class Action Settlement ("Notice"), and Exclusion Form (together, "Notice
 25 Packet") that were provided to the Class Members, fully and accurately informed the Class Members
 26 of all material elements of the Settlement and of their opportunity to participate in, object to or
 27 comment thereon, or to seek exclusion from, the Settlement; was the best notice practicable under the
 28 circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the

01/14/2020

1 laws of the State of California, the United States Constitution, due process and other applicable law.
 2 The Notice Packet fairly and adequately described the Settlement and provided the Class Members
 3 with adequate instructions and a variety of means to obtain additional information.

4 Pursuant to California law, the Court hereby grants final approval of the Settlement and finds it
 5 reasonable and adequate, and in the best interests of the Class as a whole. More specifically, the Court
 6 finds that the Settlement was reached following meaningful discovery and investigation conducted by
 7 Class Counsel; that the Settlement is the result of serious, informed, adversarial, and arms-length
 8 negotiations between the parties; and that the terms of the Settlement are in all respects fair, adequate,
 9 and reasonable. In so finding, the Court has considered all of the evidence presented, including
 10 evidence regarding the strength of the Plaintiff's case; the risk, expense, and complexity of the claims
 11 presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of
 12 investigation and discovery completed; and the experience and views of Class Counsel.

13 The Settlement Agreement is not an admission by Defendant, nor is this Order a finding of the
 14 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement
 15 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
 16 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
 17 concession, or liability whatsoever by or against Defendant.

18 The Court has considered that there were no valid and timely Requests for Exclusion submitted
 19 by Class Members to the Settlement Administrator. The Court has considered that no Class Members
 20 submitted any objections to the Settlement.

21 A full opportunity has been afforded to the Class Members to participate in the Final Approval
 22 Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class
 23 Members also have had a full and fair opportunity to exclude themselves from the Settlement.
 24 Accordingly, the Court determines that all Class Members who did not submit a timely and valid
 25 Request for Exclusion to the Settlement Administrator are bound by this Final Approval Order and
 26 Judgment.

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01/14/2020

1 The plan of allocation and distribution of the Gross Settlement Amount is fair, adequate, and
2 reasonable, and hereby approved. It is hereby ordered that Defendant shall pay the Gross Settlement
3 Amount, in accordance with the methodology and terms set forth in the Settlement Agreement.

4 It is hereby ordered that the Settlement Administrator, Simpluris, Inc. ("Simpluris"), shall issue
5 payment to itself in the amount of \$6,650.00 for the services performed and costs incurred for the
6 notice and settlement administration process, in accordance with the Settlement Agreement.

7 It is hereby ordered that the Settlement Administrator shall distribute settlement payments to
8 all Participating Class Members, according to the methodology and terms set forth in the Settlement
9 Agreement.

10 It is further ordered, pursuant to California Code of Civil Procedure section 384, that all
11 settlement checks issued to Settlement Class Members that are not cashed within two hundred (200)
12 calendar days after they are issued will be cancelled. The Court finds good cause that any uncashed
13 checks be sent to the California State Controller's Unclaimed Property Division pursuant to
14 Unclaimed Property Law.

15 The Court finds that the Class Representative Enhancement Payments sought for Plaintiff Julio
16 Rodrigucz fair and reasonable for the work performed by Plaintiff on behalf of the Class. It is hereby
17 ordered that the Settlement Administrator issue payment to Plaintiff Julio Rodriguez in the amount of
18 ~~\$10,000~~ ^{\$7,500.00} as his Class Representative Enhancement Payment.

19 The Court finds that the allocation of \$20,000 toward penalties under the California Private
20 Attorneys General Act of 2004 ("PAGA Payment"), is fair, reasonable, and appropriate, and hereby
21 approved. The Settlement Administrator shall distribute the PAGA Payment as follows: the amount of
22 \$15,000 to the California Labor and Workforce Development Agency, and the amount of \$5,000 to be
23 a part of the Net Settlement Amount for distribution to aggrieved employees according to the
24 methodology and terms set forth in the Settlement Agreement.

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SMR

01/14/2020

SMB
\$200,000

1 The Court finds that the request for an award of attorneys' fees in the amount of \$210,000 falls
2 within the range of reasonableness, and the results achieved justify the award sought. The requested
3 attorneys' fees are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that
4 the Settlement Administrator issue payment in the amount of ~~\$210,000~~^{\$200,000} to Justice Law Corporation for
5 attorneys' fees, according to the methodology and terms set forth in the Settlement Agreement.

6 The Court finds that reimbursement of litigation costs and expenses in the amount of \$15,000
7 incurred by Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement
8 Administrator issue payment in the amount of \$15,000 to Justice Law Corporation for reimbursement
9 of litigation costs and expenses.

10 The Court finds that the Action is fully and finally resolved by the Settlement Agreement
11 without a finding of liability by any party and that nothing herein is or should be construed as an
12 admission of liability by Defendant.

13 The Court hereby enters Judgment by which Class Members shall be conclusively determined
14 to have given a release of any Released Claims against the Released Parties, as set forth in the
15 Settlement Agreement and the Notice Packet.

16 After entry of this Final Approval Order and Judgment, pursuant to California Rules of Court,
17 Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the
18 Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement benefits,
19 and to supervise and adjudicate any dispute arising from or in connection with the distribution of
20 settlement benefits.

21 Notice of entry of this Final Approval Order and Judgment shall be given to the Class
22 Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s website
23 for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and
24 Judgment. No individualized notice shall be required.

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01/14/2020


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The Court sets a final accounting and compliance date for 9/10, 2020 at 8³⁰ a.m./p.m. in Department 6. Plaintiff shall file a declaration of compliance and accounting from the Settlement Administrator ^{by 9/3/20} at ~~least five (5) court days~~ prior to the compliance date.

This Court HEREBY ORDERS, ADJUDGES AND DECREES that Judgment in this matter is entered in accordance with the terms of this Order, and with the Settlement Agreement.

IT IS SO ORDERED.

DATED: 1/10/20


HONORABLE ELIHU M. BERLE
SUPERIOR COURT JUDGE

01/14/2020

**PROOF OF SERVICE
1013A(3) CCP**

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 751 N. Fair Oaks Ave., Ste. 101, Pasadena, California 91103.

On January 3, 2020, I served the foregoing document described as

[PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT

on interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

Matthew M. Sonne, Esq.
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
650 Town Center Drive, 4th Floor
Costa Mesa, California, 92626

Attorney(s) for Defendant Square H Brands, Inc.

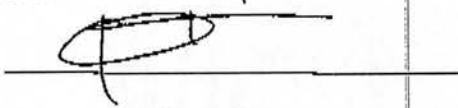
[X] BY ELECTRONIC SERVICE

Pursuant to the Court's Order or an agreement between the Parties regarding Electronic Service, I caused the documents described above to be E-Served through Caseanywhere.com by electronically mailing a true and correct copy to the individual(s) listed above, at the time indicated by Caseanywhere.com .

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 3, 2020, at Pasadena, California.



Allana Rivera

01/14/2020

EXHIBIT 24

1 Neal J. Fialkow (State Bar No. 74385)
James S. Cahill (State Bar No. 70353)
LAW OFFICES OF NEAL J. FIALKOW, INC.
2 215 North Marengo Avenue, Third Floor
Pasadena, California 91101
3 Telephone: (626) 584-6060
Facsimile: (626) 584-2950

4 Sahag Majarian II (State Bar No. 146621)
5 LAW OFFICE OF SAHAG MAJARIAN, II
18250 Ventura Boulevard
6 Tarzana, California 91356
Telephone: (818) 609-0807
7 Facsimile: (818) 609-0892
Attorney for Plaintiffs, RUBY SUA and CYNTHIA JIMENEZ,
8 and on behalf of all other similarly situated employees

FILED
Superior Court of California
County of Los Angeles

OCT 18 2021 MF

Sherri R. Carter, Executive Officer/Clerk
By Martisela Fregoso Deputy

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES-SPRING STREET COURTHOUSE**

11 RUBY SUA, CYNTHIA JIMENEZ, and on
12 behalf of all similarly aggrieved employees

13 Plaintiff,
14 vs.

15 OLD REPUBLIC GENERAL SERVICES,
16 INC., OLD REPUBLIC CONTRACTORS
INSURANCE GROUP, OLD REPUBLIC
17 CONTRACTORS INSURANCE AGENCY,
18 INC, OLD REPUBLIC INSURANCE
GROUP, OLD REPUBLIC CONSTRUCTION
19 AGENCY, INC. OLD REPUBLIC
20 CONTRACTORS INSURANCE GROUP,
21 INC., and DOES 1 through 30, inclusive
Defendants.

Case No. 19STCV45461

CLASS ACTION

[Assigned Hon. Elihu M. Berle, Dept. 6
312 N. Spring Street Courthouse]

~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, REPRESENTATIVES'
ENHANCEMENT AWARD, CLASS
COUNSEL'S FEES AND COSTS,
SETTLEMENT ADMINISTRATION
COSTS AND LWDA PAYMENT

Hearing Date: September 23, 2021
Time: 11:00 A.M.
Dept.: 6
Complaint Filed: December 19, 2019
Trial Date: None set

24 RECEIVED

25 JUL 19 2021

26 FILING WINDOW

27
28 ~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT, REPRESENTATIVES'
ENHANCEMENT AWARD, CLASS COUNSEL'S FEES AND COSTS, SETTLEMENT
ADMINISTRATION COSTS AND LWDA PAYMENT

1 On September 23, 2021, the Court considered the Motion of Plaintiffs Ruby Sua and Cynthia
2 Jimenez for Final Approval of Class and Representative Action Settlement, Representatives'
3 Enhancement Award, Class Counsel's Fees and Costs, Settlement Administration Costs and LWDA
4 Payment. Having considered the Motion, and Memorandum of Points and Authorities and Declarations
5 and documents submitted in support thereto, including the Stipulation and Settlement of Class and
6 Representative Action and Amendment dated March 25, 2021 (collectively "Settlement Agreement"),
7 and good cause appearing,

8 IT HEREBY ORDERED, ADJUDGED AND DECREED:

9 1. The Motion is GRANTED.

10 2. This Court has jurisdiction over the subject matter of this Action and over all Parties to
11 this Action, including all Settlement Class Members.

12 3. The Settlement Class is defined as the following:

13 All persons who are employed or who have been employed as non-exempt, hourly paid
14 employees by Defendants Old Republic General Services, Inc. and Old Republic
15 Contractors Insurance Group, Inc., who worked at Defendants' place of business at 225 S.
16 Lake Avenue, Suite 900, Pasadena, California 91101 from December 19, 2015 through the
17 date of preliminary approval or October 30, 2020, whichever occurs first ("Class Period").

18 4. Pursuant to Code Civ. Proc. §382 and Cal. Rules of Court, rule 3.769, the Court grants
19 final approval of the Settlement as set forth in the Settlement Agreement. The Court confirms the
20 Settlement Class is ascertainable and numerous; there is a sufficiently well-defined community of interest
21 among Class Members in questions of law and fact which predominate over individual issues; and a
22 class-wide settlement is superior to other available methods for resolving the Action. The Court finds that
23 Plaintiffs Ruby Sua and Cynthia Jimenez are adequate representatives of the Settlement Class and
24 appoints them as such. The Court further finds that Neal J. Fialkow of the Law Office of Neal J. Fialkow
25 and Sahag Majarian II of the Law Offices of Sahag Majarian II have adequately represented the Class
26 and they are appointed Class Counsel. Accordingly, the Court finally certifies the Settlement Class for
27 settlement purposes only.

28 5. The Court finds that the Settlement, in all respects, is fair, adequate and reasonable. The
Court further finds that: the Settlement Agreement has been reached as a result of informed and non-

1 collusive arm's-length negotiations; the Parties conducted investigation and research, and their attorneys
2 were able to reasonably evaluate their respective positions; and, the Settlement will avoid additional and
3 potentially substantial litigation costs as well as delay and risks if the Parties were to continue to litigate
4 the Action. The Court has reviewed the monetary recovery being provided as part of the Settlement and
5 recognizes the significant value accorded to the Settlement Class.

6 6. The Court directs the Parties to effectuate the Settlement Agreement according to its
7 terms.

8 7. The Court determines that the Parties complied with the distribution of the Notice of Class
9 Action Settlement or Class in conformity with the April 19, 2021 Order Granting Plaintiffs' Motion for
10 Preliminary Approval of Class and Representative Action Settlement ("Preliminary Approval Order").
11 The Class Notice provided adequate notice about the Action and proceedings, including the proposed
12 terms of the Settlement Agreement. As a result, the Class Notice provided to the Settlement Class was the
13 best notice practicable under the circumstances and constituted due and sufficient notice to all persons
14 entitled to such notice. The notice plan required by the Preliminary Approval Order has been carried out
15 and fully satisfies due process requirements.

16 8. There were 0 objections and 0 Requests for Exclusion (or opt-outs) to the Settlement in
17 response to the Class Notice by Class Members. Class Members appeared at the Final Approval
18 Hearing.

19 9. The Court approves the Gross Settlement Amount, as set forth in the Settlement
20 Agreement of \$200,000.00 which is non-reversionary and which includes the enhancement award to
21 Plaintiffs, attorneys' fees and costs to Class Counsel, costs incurred in administering the Settlement, and
22 payment to the California Labor & Workforce Development Agency ("LWDA"). Defendants are
23 responsible for employer's share of payroll taxes required by law, separate and in addition to the Gross
24 Settlement Amount.

25 10. Defendants are to fund the Settlement in the Gross Settlement Amount of \$200,000.00
26 and pay Settlement Class Members pursuant to the procedures and formula described in the Settlement
27 Agreement.

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1 11. Plaintiffs Ruby Sua and Cynthia Jimenez are each awarded an enhancement fee of
2 \$5,000.00. The Court finds this amount is fair and reasonable in light of Plaintiffs' contributions to the
3 Action and the risks they undertook in being the named plaintiffs and class representatives as well as the
4 broader range of claims being released by the Plaintiffs.

5 12. Neal J. Fialkow of Neal J. Fialkow Law Office, Inc. Sahg Majarian II of Law Office of
6 Sahag Majarian, II are awarded Class Counsel fees of \$66,666.00 as a percentage of the common fund,
7 and \$8,933.83 litigation costs. The Court finds that the Class Counsel's fees constituting one-third of the
8 Gross Settlement Amount are fair and reasonable in light of the relevant factors under California law, in
9 particular the benefit of the common fund provided to the Settlement Class through Class Counsel's
10 efforts.

11 13. CPT Group, Inc. as the Claims Administrator is awarded \$^{5,000} for its settlement services
12 and costs.

13 14. The Court approves payment of \$7,500.00 to resolve the representative PAGA claim
14 alleged Action to be allocated 75% (or \$5,625.00) to the LWDA and 25% (or \$1,875.00) included in the
15 Net Settlement to Settlement Class Members. The Court finds this amount of civil penalties is a fair and
16 reasonable to those affected given the strengths and weaknesses advanced by the Parties.

17 15. CPT Group, Inc. is to prepare a final distribution report of settlement funds by ^{9/10} 2022
18 which Class Counsel is to file with this Court. A non-appearance Case Review re Final Report on
19 Distribution of Settlement Funds is set for ^{6/22} 2022 at ^{8:30 am} ~~p~~ before this Court.

20 IT IS SO ORDERED.

21 Dated: ^{10/18/21}



22
23 Honorable Elihu M. Berle
24 Judge of the Superior Court
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EXHIBIT 25

RECEIVED
LOS ANGELES SUPERIOR COURT

FEB 18 2021

S. DREW

FILED
Superior Court of California
County of Los Angeles

APR 15 2021

Sherri R. Carter, Executive Officer/Clerk
By *[Signature]* Deputy
Marisela Fregoso

1 Edwin Aiwazian (SBN 232943)
2 Arby Aiwazian (SBN 269827)
3 **LAWYERS for JUSTICE, PC**
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES- SPRING STREET COURTHOUSE

GREGORY SCHAEFER, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

DENSO PRODUCTS AND SERVICES AMERICAS, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 19STCV00685

Honorable Elihu M. Berle
Department SSC6

CLASS ACTION

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

Date: April 15, 2021
Time: 9:00 a.m.
Department: SSC6

Complaint Filed: January 10, 2019
FAC Filed: August 13, 2020
Trial Date: None Set

04/19/2021

1 This matter has come before the Honorable Elihu M. Berle in Department SSC6 of the
2 above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, on
3 Plaintiff Gregory Schaefer's ("Plaintiff") Motion for Final Approval of Class Action Settlement,
4 Attorneys' Fees, Costs, and Service Award ("Motion for Final Approval"). Lawyers for Justice,
5 PC appeared on behalf of Plaintiff, and Ogletree, Deakins, Nash, Smoak & Stewart, P.C. appeared
6 on behalf of Defendant Denso Products and Services Americas, Inc. ("Defendant").

7 On December 15, 2020, the Court entered the Order Granting Preliminary Approval of
8 Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
9 settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class
10 Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement"), which,
11 together with the exhibits annexed thereto, set forth the terms and conditions for settlement of the
12 Action.

13 Having reviewed the Settlement Agreement and duly considered the parties' papers and
14 oral argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement and the Preliminary Approval Order.

18 2. This Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all parties to the Action.

20 3. The Court finds that the applicable requirements of California Code of Civil
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
22 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
23 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
24 hereby defined to include:

25 All current and former hourly-paid or non-exempt employees who worked for
26 Defendant within the State of California at any time during the period from
27 January 10, 2015 through June 2, 2020. ("Class" or "Class Members").

28 4. The Notice of Class Action Settlement ("Class Notice") that was provided to the

1 Class Members, fully and accurately informed the Class Members of all material elements of the
2 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
3 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
4 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
5 California, the United States Constitution, due process and other applicable law. The Class Notice
6 fairly and adequately described the Settlement and provided the Class Members with adequate
7 instructions and a variety of means to obtain additional information.

8 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
9 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
10 specifically, the Court finds that the Settlement was reached following meaningful discovery and
11 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
12 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
13 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
14 Court has considered all of the evidence presented, including evidence regarding the strength of
15 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
16 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
17 completed; and the experience and views of Class Counsel. The Court has further considered the
18 absence of objections to and requests for exclusion from the Settlement submitted by Class
19 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance
20 with the Settlement Agreement and the following terms and conditions.

21 6. A full opportunity has been afforded to the Class Members to participate in the
22 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
23 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
24 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
25 validly opt out of the Settlement (“Settlement Class Member”) are bound by this Final Approval
26 Order and Judgment.

27 7. The Court finds that payment of Settlement Administration Costs in the amount of
28 \$10,977.00 is appropriate for the services performed and costs incurred and to be incurred for the

04/19/2021

1 notice and settlement administration process. It is hereby ordered that the Settlement
2 Administrator, Atticus Administration, LLC, shall issue payment to itself in the amount of
3 \$10,977.00, in accordance with the terms and methodology set forth in Settlement Agreement.

4 8. The Court finds that the Service Award sought is fair and reasonable for the work
5 performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
6 Administrator issue payment in the amount of \$7,500.00 to Plaintiff Gregory Schaefer for his
7 Service Award, according to the terms and methodology set forth in the Settlement Agreement.

8 9. The Court finds that the allocation of \$300,000.00 toward penalties under the
9 California Private Attorneys General Act of 2004 ("PAGA Payment"), is fair, reasonable, and
10 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
11 Payment as follows: the amount of \$225,000.00 to the California Labor and Workforce
12 Development Agency, and the amount of \$75,000.00 to be included in the Net Settlement Amount
13 for distribution to Settlement Class Members, according to the terms and methodology set forth in
14 the Settlement Agreement.

15 10. The Court finds that the request for attorneys' fees in the amount of ~~\$612,500.00~~ **\$583,333** to
16 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
17 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
18 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
19 amount of ~~\$612,500.00~~ **\$583,333** to Class Counsel for attorneys' fees, in accordance with the terms and
20 methodology set forth in the Settlement Agreement.

21 11. The Court finds that reimbursement of litigation costs and expenses in the amount
22 of \$18,318.71 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
23 Settlement Administrator issue payment in the amount of \$18,318.71 to Class Counsel for
24 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
25 forth in the Settlement Agreement.

26 12. The Court hereby enters Judgment by which Settlement Class Member shall be
27 conclusively determined to have given a release of any and all Released Claims against the
28 Released Parties, as set forth in the Settlement Agreement and Class Notice.

04/19/2021

1 13. It is hereby ordered that Defendant shall deposit the Maximum Settlement Amount
2 into an account established by the Settlement Administrator within ten (10) calendar days after the
3 Effective Date, in accordance with the terms and methodology set forth in the Settlement
4 Agreement.

5 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
6 Settlement Payments to the Settlement Class Members within twenty-five (25) calendar days after
7 Defendant funds the Maximum Settlement Amount, according to the methodology and terms set
8 forth in the Settlement Agreement.

9 15. After entry of this Final Approval Order and Judgment, pursuant to California Rules
10 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
11 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
12 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
13 any dispute arising from or in connection with the distribution of settlement benefits.

14 16. Notice of entry of this Final Approval Order and Judgment shall be given to the
15 Class Members by posting a copy of the Final Approval Order and Judgment on Atticus
16 Administration, LLC's website for a period of at least sixty (60) calendar days after the date of
17 entry of this Final Approval Order and Judgment. Individualized notice is not required.

18 17. OSC re Compliance with Terms of settlement
is set for 12/10/21 @ 8:30 am, Report due 12/11/21

19 Dated: April 15, 2021 
20 HONORABLE ELINA M. BERLE
21 JUDGE OF THE SUPERIOR COURT

04/19/2021

EXHIBIT 26

1 Neal J. Fialkow (State Bar No. 74385)
James S. Cahill (State Bar No. 70353)
LAW OFFICES OF NEAL J. FIALKOW, INC.
2 215 North Marengo Avenue, Third Floor
Pasadena, California 91101
3 Telephone: (626) 584-6060
Facsimile: (626) 584-2950

4 Sahag Majarian II (State Bar No. 146621)
5 LAW OFFICE OF SAHAG MAJARIAN, II
18250 Ventura Boulevard
6 Tarzana, California 91356
Telephone: (818) 609-0807
7 Facsimile: (818) 609-0892
Attorney for Plaintiffs, RUBY SUA and CYNTHIA JIMENEZ,
8 and on behalf of all other similarly situated employees

FILED
Superior Court of California
County of Los Angeles

OCT 18 2021 MF

Sherri R. Carter, Executive Officer/Clerk
By Martisela Fregoso Deputy

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES-SPRING STREET COURTHOUSE**

11 RUBY SUA, CYNTHIA JIMENEZ, and on
12 behalf of all similarly aggrieved employees

13 Plaintiff,
14 vs.

15 OLD REPUBLIC GENERAL SERVICES,
16 INC., OLD REPUBLIC CONTRACTORS
INSURANCE GROUP, OLD REPUBLIC
17 CONTRACTORS INSURANCE AGENCY,
18 INC, OLD REPUBLIC INSURANCE
GROUP, OLD REPUBLIC CONSTRUCTION
19 AGENCY, INC. OLD REPUBLIC
20 CONTRACTORS INSURANCE GROUP,
21 INC., and DOES 1 through 30, inclusive
Defendants.

Case No. 19STCV45461

CLASS ACTION

[Assigned Hon. Elihu M. Berle, Dept. 6
312 N. Spring Street Courthouse]

~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, REPRESENTATIVES'
ENHANCEMENT AWARD, CLASS
COUNSEL'S FEES AND COSTS,
SETTLEMENT ADMINISTRATION
COSTS AND LWDA PAYMENT

Hearing Date: September 23, 2021
Time: 11:00 A.M.
Dept.: 6
Complaint Filed: December 19, 2019
Trial Date: None set

24 RECEIVED

25 JUL 19 2021

26 FILING WINDOW

27
28 ~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT, REPRESENTATIVES'
ENHANCEMENT AWARD, CLASS COUNSEL'S FEES AND COSTS, SETTLEMENT
ADMINISTRATION COSTS AND LWDA PAYMENT

1 On September 23, 2021, the Court considered the Motion of Plaintiffs Ruby Sua and Cynthia
2 Jimenez for Final Approval of Class and Representative Action Settlement, Representatives'
3 Enhancement Award, Class Counsel's Fees and Costs, Settlement Administration Costs and LWDA
4 Payment. Having considered the Motion, and Memorandum of Points and Authorities and Declarations
5 and documents submitted in support thereto, including the Stipulation and Settlement of Class and
6 Representative Action and Amendment dated March 25, 2021 (collectively "Settlement Agreement"),
7 and good cause appearing,

8 IT HEREBY ORDERED, ADJUDGED AND DECREED:

9 1. The Motion is GRANTED.

10 2. This Court has jurisdiction over the subject matter of this Action and over all Parties to
11 this Action, including all Settlement Class Members.

12 3. The Settlement Class is defined as the following:

13 All persons who are employed or who have been employed as non-exempt, hourly paid
14 employees by Defendants Old Republic General Services, Inc. and Old Republic
15 Contractors Insurance Group, Inc., who worked at Defendants' place of business at 225 S.
16 Lake Avenue, Suite 900, Pasadena, California 91101 from December 19, 2015 through the
17 date of preliminary approval or October 30, 2020, whichever occurs first ("Class Period").

18 4. Pursuant to Code Civ. Proc. §382 and Cal. Rules of Court, rule 3.769, the Court grants
19 final approval of the Settlement as set forth in the Settlement Agreement. The Court confirms the
20 Settlement Class is ascertainable and numerous; there is a sufficiently well-defined community of interest
21 among Class Members in questions of law and fact which predominate over individual issues; and a
22 class-wide settlement is superior to other available methods for resolving the Action. The Court finds that
23 Plaintiffs Ruby Sua and Cynthia Jimenez are adequate representatives of the Settlement Class and
24 appoints them as such. The Court further finds that Neal J. Fialkow of the Law Office of Neal J. Fialkow
25 and Sahag Majarian II of the Law Offices of Sahag Majarian II have adequately represented the Class
26 and they are appointed Class Counsel. Accordingly, the Court finally certifies the Settlement Class for
27 settlement purposes only.

28 5. The Court finds that the Settlement, in all respects, is fair, adequate and reasonable. The
Court further finds that: the Settlement Agreement has been reached as a result of informed and non-

1 collusive arm's-length negotiations; the Parties conducted investigation and research, and their attorneys
2 were able to reasonably evaluate their respective positions; and, the Settlement will avoid additional and
3 potentially substantial litigation costs as well as delay and risks if the Parties were to continue to litigate
4 the Action. The Court has reviewed the monetary recovery being provided as part of the Settlement and
5 recognizes the significant value accorded to the Settlement Class.

6 6. The Court directs the Parties to effectuate the Settlement Agreement according to its
7 terms.

8 7. The Court determines that the Parties complied with the distribution of the Notice of Class
9 Action Settlement or Class in conformity with the April 19, 2021 Order Granting Plaintiffs' Motion for
10 Preliminary Approval of Class and Representative Action Settlement ("Preliminary Approval Order").
11 The Class Notice provided adequate notice about the Action and proceedings, including the proposed
12 terms of the Settlement Agreement. As a result, the Class Notice provided to the Settlement Class was the
13 best notice practicable under the circumstances and constituted due and sufficient notice to all persons
14 entitled to such notice. The notice plan required by the Preliminary Approval Order has been carried out
15 and fully satisfies due process requirements.

16 8. There were 0 objections and 0 Requests for Exclusion (or opt-outs) to the Settlement in
17 response to the Class Notice by Class Members. Class Members appeared at the Final Approval
18 Hearing.

19 9. The Court approves the Gross Settlement Amount, as set forth in the Settlement
20 Agreement of \$200,000.00 which is non-reversionary and which includes the enhancement award to
21 Plaintiffs, attorneys' fees and costs to Class Counsel, costs incurred in administering the Settlement, and
22 payment to the California Labor & Workforce Development Agency ("LWDA"). Defendants are
23 responsible for employer's share of payroll taxes required by law, separate and in addition to the Gross
24 Settlement Amount.

25 10. Defendants are to fund the Settlement in the Gross Settlement Amount of \$200,000.00
26 and pay Settlement Class Members pursuant to the procedures and formula described in the Settlement
27 Agreement.

28 ///

1 11. Plaintiffs Ruby Sua and Cynthia Jimenez are each awarded an enhancement fee of
2 \$5,000.00. The Court finds this amount is fair and reasonable in light of Plaintiffs' contributions to the
3 Action and the risks they undertook in being the named plaintiffs and class representatives as well as the
4 broader range of claims being released by the Plaintiffs.

5 12. Neal J. Fialkow of Neal J. Fialkow Law Office, Inc. Sahg Majarian II of Law Office of
6 Sahag Majarian, II are awarded Class Counsel fees of \$66,666.00 as a percentage of the common fund,
7 and \$8,933.83 litigation costs. The Court finds that the Class Counsel's fees constituting one-third of the
8 Gross Settlement Amount are fair and reasonable in light of the relevant factors under California law, in
9 particular the benefit of the common fund provided to the Settlement Class through Class Counsel's
10 efforts.

11 13. CPT Group, Inc. as the Claims Administrator is awarded \$^{5,000} for its settlement services
12 and costs.

13 14. The Court approves payment of \$7,500.00 to resolve the representative PAGA claim
14 alleged Action to be allocated 75% (or \$5,625.00) to the LWDA and 25% (or \$1,875.00) included in the
15 Net Settlement to Settlement Class Members. The Court finds this amount of civil penalties is a fair and
16 reasonable to those affected given the strengths and weaknesses advanced by the Parties.

17 15. CPT Group, Inc. is to prepare a final distribution report of settlement funds by ^{9/10} 2022
18 which Class Counsel is to file with this Court. A non-appearance Case Review re Final Report on
19 Distribution of Settlement Funds is set for ^{6/22} 2022 at ^{8:30 am} p. before this Court.

20 IT IS SO ORDERED.

21 Dated: ^{10/18/21}



22
23 Honorable Elihu M. Berle
24 Judge of the Superior Court
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EXHIBIT 27

02/27/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Fregoso Deputy

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

DAVE VACCARO, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

DELTA DRUGS, II, INC. and DOES 1
through 10, inclusive,

Defendant.

) Case No. 20STCV28871
)
) *[Assigned for All Purposes to the Hon. Elihu*
) *M. Berle, Dept. 6]*
)
) **ORDER GRANTING FINAL APPROVAL**
) **OF CLASS ACTION SETTLEMENT**
)
) Date: February 27, 2023
) Time: 10:00 a.m.
) Dept.: 6
)
)
)

Electronically Received 02/27/2023 10:55 AM

1 Plaintiff has filed a Motion for an Order Granting Final Approval of Class Action Settlement,
2 Conditionally Certifying Proposed Settlement Class, AND A Motion Approving Motion for
3 Attorneys' Fees and Costs, and granting Incentive Award ("Motion"). Having reviewed the Motion
4 and supporting materials, the Court determines and orders as follows:

5 On May 22, 2022, this Court entered an Order Granting Preliminary Approval of Settlement,
6 resulting in certification of the following provisional Settlement Class:

7 "All California residents who, from January 1, 2020 to May 25, 2022,
8 received an outbound call from Defendant and/or Defendant's dialing
9 vendors without notice and whose call was recorded."

10 The Court further approved the form of, and directed the parties to provide, the proposed Class Notice
11 to the Class, which informed absent class members of: (a) the proposed Settlement, and the
12 Settlement's key terms; (b) the date, time, and location of the Final Approval Hearing; (c) the right of
13 any Class Member to object to the proposed Settlement, and an explanation of the procedures to
14 exercise that right; (d) the right of any Class Member to exclude themselves from the proposed
15 Settlement; and an explanation of the procedures to exercise that right; and (e) an explanation of the
16 procedures for Class Members to participate in the proposed Settlement.

17 No objections had been made, timely or otherwise, pursuant to the Class Notice sent to the
18 Settlement Class members, nor did any objectors appear at the time of the hearing.

19 This matter having come before the Court for hearing pursuant to the Order of this Court dated
20 February 27, 2023, for approval of the settlement set forth in the Class Action Settlement Agreement
21 and Release ("Settlement"), and due and adequate notice having been given to the Putative Class
22 Members as required in said Order, and the Court having considered all papers filed and proceedings
23 had herein and otherwise being fully informed of the promises and good cause appearing therefore, it
24 is ORDERED, ADJUDGED AND DECREED THAT:

- 25 1. This Court has jurisdiction over the subject matter of the Action and over all of the parties to
26 the Action.
- 27 2. The Court finds that the Settlement Class is properly certified as a class for settlement purposes,
28 only.

- 1 3. The Class Notice provided to the Settlement Class conforms with the requirements of
2 California Code of Civil Procedure § 382, the California and United States Constitutions, and
3 any other applicable law, and constitutes the best notice practicable under the circumstances,
4 by providing individual notice to all Class Members who could be identified through
5 reasonable effort, and by providing due and adequate notice of the proceedings and of the
6 matters set forth therein to the other Class Members. The notice fully satisfied the requirements
7 of Due Process.
- 8 4. The Court finds the settlement was entered into in good faith, that the settlement is fair,
9 reasonable and adequate, and that the settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law.
- 11 5. No Class Members have objected to the terms of the Settlement.
- 12 6. No Class Members have requested exclusion from the Settlement.
- 13 7. Upon entry of this Order, compensation to the participating members of the Settlement Class
14 shall be effected pursuant to the terms of the Settlement.
- 15 8. In addition to any recovery that Plaintiff may receive under the Settlement, and in recognition
16 of the Plaintiff's efforts and risks taken on behalf of the Settlement Class, the Court hereby
17 approves the payment of an incentive award to the Plaintiff, in the amount of \$7,500.
- 18 9. The Court approves the payment of attorneys' fees to Class Counsel in the sum of \$100,000.00,
19 and the reimbursement of litigation expenses in the sum of \$10,000.00.
- 20 10. The Court approves and orders payment in an amount commensurate with Postlethwaite &
21 Netterville's ("P&N") actual costs, and not to exceed \$ 50,00.00 to P&N for performance of
22 its settlement claims administration services.
- 23 11. Upon the Effective Date, the Plaintiff and all members of the Settlement Class, except the
24 excluded individuals referenced in paragraph 6 of this Order, shall have, by operation of this
25 Order and the accompanying Judgment, fully, finally and forever released, relinquished, and
26 discharged defendants from all claims as defined by the terms of the Settlement. Upon the
27 Effective Date, all members of the Settlement Class shall be and are hereby permanently barred
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and enjoined from the institution or prosecution of any and all of the claims released under the terms of the Stipulation of Settlement.

12. Upon completion of administration of the Settlement, the parties shall file a declaration setting forth that claims have been paid and that the terms of the settlement have been completed.

13. This “Judgment” is intended to be a final disposition of the above captioned action in its entirety, and is intended to be immediately appealable.

14. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the determination of all controversies related thereto.

15. The Court sets a final status conference regarding final distribution for October 27, 2023 at 8:30 in Department 6. The Parties are to file a declaration from the Administrator showing distribution has been completed as well as a Joint Status Report by October 20, 2023. If the Court is satisfied that the funds have been distributed, the hearing will come off calendar.

3-02-23

Dated: ~~February 27, 2023~~



Elihu M. Berle
HON. ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT
Elihu M. Berle / Judge

1
2 **PROOF OF SERVICE**

3 I am employed in Los Angeles County, California. I am over the age of 18 and not a party to
4 this action. My business address is 21031 Ventura Blvd., Suite 340, Woodland Hills, CA 91364.

5 On February 27, 2023, I served the foregoing document, described as:

6 **ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

7 the original of the document

8 true copies of the document

9 as follows:

10 William C. Fleming, Jr., Esq.

11 Dustin Huffine, Esq.

12 Moss Law Group

13 255 South Marengo Avenue

14 Pasadena, CA 91101

15 wfleming@rmosslaw.com


16 dhuffine@rmosslaw.com

17 **BY ELECTRONIC MAIL:** I served the above documents in pdf format to the email listed in
18 the service caption above via Case Anywhere. A true and correct copy of transmittal will be
19 produced if requested by any party or the Court.

20 **STATE:** I declare under penalty of perjury under the laws of the state of California that the
21 above is true and correct.

22 **FEDERAL:** I declare that I am employed in the office of a member of the bar of this court at
23 whose direction the service was made.

24 Executed this February 27, 2023, at Woodland Hills, California.

25 

26 _____
27 Erika Company
28

EXHIBIT 28

Electronically Received 02/14/2022 05:16 PM

1 Brian D. Chase, Esq. (SBN 164109)
bchase@bisnarchase.com
2 Ian Silvers (State Bar No. 247416)
Isilvers@bisnarchase.com
3 **Bisnar | Chase, LLP**
1301 Dove St, #120
4 Newport Beach, CA 92660
Telephone: (949) 752-2999
5 Facsimile: (949) 752-2777

6 Jonathan M. Lebe, Esq. (SBN 284605)
jon@lebelaw.com
7 Zachary T. Gershman, Esq. (SBN 328004)
zachary@lebelaw.com
8 **Lebe Law, APLC**
777 S. Alameda Street, Second Floor
9 Los Angeles, California 90021
Telephone: (213) 444-1973
10 Facsimile: (310) 820-1258

11 Attorneys for Plaintiff and the Settlement Class

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES

14 GEORGE VAN HEEL, individually, and on
15 behalf of all others similarly situated,

16 Plaintiff,

17 vs.

18 GCA EDUCATION SERVICES, INC.; and
19 ABM INDUSTRIES, INC.,
20 Defendants.

CASE NO. 19STCV44969

~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT

Date: April 12, 2022
Time: 11:00 a.m.
Dept.: SS6

FILED
Superior Court of California
County of Los Angeles

04/12/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Fregoso Deputy

1 On April 12, 2022, at 11:00 a.m. in Department SS6, the Court heard Plaintiff's Unopposed
2 Motion for Final Approval of Class Action Settlement ("Motion") and Motion for Attorney's Fees
3 and Costs, Administration Costs, and Class Representative Incentive Award. Capitalized terms in
4 this document are as defined in the Amended Joint Stipulation Of Settlement and Release Between
5 Plaintiff, Individually and on Behalf of the Settlement Class, and Defendants ("Settlement" or
6 "Settlement Agreement")

7 Having considered all the papers filed, and other information presented, and based on
8 those papers and information, and GOOD CAUSE appearing, IT IS HEREBY ORDERED that
9 the Motions are GRANTED as follows:

10 1. The Court gives Final Approval to the Settlement, which provides for a settlement
11 payment of \$570,000.00, as fair, reasonable, and adequate as to each of the Parties, and consistent
12 with and in compliance with California law, and directs the Parties and their counsel to implement
13 and consummate the Settlement Agreement in accordance with the Settlement Agreement's terms
14 and provisions. Substantial investigation and research have been conducted such that counsel for
15 the Parties can reasonably evaluate their respective positions. It appears to the Court that Settlement
16 will avoid substantial additional costs by all Parties, and the delay and risk presented by further
17 prosecution of the Action. The Court finds that the Settlement reached is the result of intensive,
18 non-collusive, arm's-length negotiations, including mediation with an experienced, third-party
19 neutral. Plaintiff has provided the Court with enough information about the nature and magnitude
20 of the claims being settled, and the impediments to recovery, to make an independent assessment of
21 the reasonableness of the terms to which the Parties have agreed.

22 2. The Court finds that the notice program implemented pursuant to the Settlement
23 Agreement (and the Preliminary Approval Order) (i) constituted appropriate notice, (ii) was
24 reasonably calculated, under the circumstances, to apprise members of the Class of the pendency
25 of the litigation, their right to object or exclude themselves from the proposed Settlement, to
26 appear at the Final Approval Hearing, and their right to seek monetary and other relief, (iii) was
27 reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive
28 notice, and (iv) met applicable requirements of due process.

1 3. Solely to effectuate the Settlement, this Court has concluded that certification of
2 the Settlement Class is appropriate and hereby certifies the Class as defined below (and in the
3 Settlement Agreement) and concludes this definition is sufficient for California Rules of Court
4 3.765(a) and 3.771, and that the Settlement Agreement binds all Class Members, defined as:

5 All those non-exempt employees who worked for GCA Education Services in
6 California from December 17, 2015 to March 30, 2020. (“Class Members” or
7 “Settlement Class Members”).

8 4. The Court finds that Plaintiff and Class Counsel adequately represented the Class
9 for the purpose of entering into and implementing the Settlement.

10 5. The Court has confirmed the number of valid opt outs.

11 6. The Court has confirmed the number of objections that were submitted to the
12 Settlement and has confirmed the content of such objections.

13 7. The Court adjudges that, upon the date on which Defendants fully fund the
14 Settlement Amount, Plaintiff and the Participating Class Members have fully, finally, and
15 conclusively compromised, settled, discharged, dismissed, and released any and all Released
16 Claims as provided in the Settlement Agreement, which defines the Released Claims against the
17 Defendants and the Released Parties as follows:

18 Upon the date on which Defendants fully fund the Settlement Amount, Plaintiff
19 and each Participating Class Member shall be deemed to have fully, finally, and
20 forever released, settled, compromised, relinquished, and discharged each and
21 every one of the Released Parties from all claims that arose during the Class
22 Period and that were pled in the Operative Complaint or that could have been
23 pled based on the allegations set forth in the Operative Complaint, including any
24 and all claims under state, federal or local law, whether statutory, common law
25 or administrative, including, but not limited to, claims for failure to pay earned
26 wages, failure to pay minimum wage, failure to pay overtime compensation,
27 failure to provide meal breaks, failure to provide rest breaks, failure to provide
28 accurate wage statements, failure to timely pay final wages, and unfair
competition and all other alleged violations of the UCL including, but not
limited to, injunctive relief, liquidated damages, penalties of any nature, interest,
fees, including fees under Code of Civil Procedure § 1021.5, and costs(the
“Released Claims”).

8. The Court further finds that BISNAR|CHASE LLP and LEBE LAW, APLC have
adequately represented the Class and are appointed Class Counsel. Furthermore, the Court
approves Class Counsel's request for Attorney's Fees in the amount of \$190,000.00, and Costs of

1 \$19,546.21. The Attorney's fees and litigation expenses shall be paid in accordance with the
2 Settlement. The Parties are to bear their own attorney's fees and costs, except as otherwise
3 provided in this paragraph.

4 9. The Court finds that Plaintiff George Van Heel is an adequate representative of the
5 Settlement Class and appoints him as such. Furthermore, it approves payment of a Class
6 Representative Incentive Award in the amount of \$5,000 to Plaintiff George Van Heel. This
7 payment is to come out of the Gross Settlement Amount in recognition of his service on behalf of
8 the Class, which is in addition to his payment as a Settlement Class Member. The service award
9 will be paid in accordance with the terms of the Settlement.

10 10. The Court approves the Claims Administration Fee of \$7,250, to be paid to CPT
11 Group, Inc. out of the Gross Settlement Fund.

12 11. The Court approves the PAGA Payment of \$50,000.00, with \$37,500.00 going to
13 the LWDA and \$12,500.00 to be paid to Class Members who worked for GCA Education from
14 December 17, 2018 to March 30, 2020 ("PAGA Employees"), as per the Settlement Agreement.
15 Further, the Court adjudges that, upon the date on which Defendants fully fund the Settlement
16 Amount, Plaintiff and the PAGA Employees have fully, finally, and conclusively compromised,
17 settled, discharged, dismissed, and released any and all claims under PAGA as provided in the
18 Settlement Agreement, as follows:

19 In addition to the release of Released Claims against the Released Parties made by
20 all Participating Class Members, upon the date on which the payment of the
21 Settlement Amount is made by Defendants, all PAGA Employees shall be
22 deemed to have released their respective PAGA claims against the Released
23 Parties, which include any and all claims under the PAGA against the Released
24 Parties that arose during the PAGA Period and that were pled in the Operative
25 Complaint or could have been pled based on the factual allegations of the
26 Operative Complaint and/or Plaintiff's PAGA notice to the LWDA, including, but
27 not limited to, claims for failure to pay earned wages, failure to pay minimum
28 wage, failure to pay overtime compensation, failure to provide meal breaks,
failure to provide rest breaks, failure to provide accurate wage statements, and
failure to timely pay final wages. This includes, but is not limited to, claims for
violation of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510,
512, 558, 1174, 1194, 1198, and 2699.5.

12. The Court approves the payment of the Net Settlement Amount to the
Participating Class Members, according to the terms of the Settlement Agreement and this Final

1 Approval Order and the separate Judgment. Upon the date on which Defendants fully fund the
2 Settlement Amount, Plaintiff and all Participating Class Members shall have, by operation of this
3 Order and separate Judgment, finally and forever released, relinquished, and discharged Defendant
4 from all claims as defined by the Settlement Agreement. Upon the date on which Defendants fully
5 fund the Settlement Amount, Plaintiffs and all Participating Class Members are permanently barred
6 and enjoined from instituting or prosecuting any claims released under the Settlement Agreement.
7 All Settlement Class Members (other than those above who submitted valid timely Requests for
8 Exclusion) shall be bound by the releases and other terms of the Settlement Agreement and this
9 Final Approval Order and separate Judgment, whether or not they actually receive or cash their
10 checks for their Individual Settlement Awards, and shall not be permitted to seek any further
11 payment or any personal relief of any kind, including any payment for damages, wages,
12 compensation, fees, costs, penalties, or interest, other than their respective Individual Settlement
13 Payments, because of the Released Claims.

14 13. The Settlement is not an admission by Defendants, nor is this a finding of the
15 validity of any claim in the Actions of any wrongdoing by Defendants. Neither the Settlement
16 Agreement, nor any document referenced therein, nor any action taken to carry out the Settlement
17 Agreement, will be (a) construed as or used as an admission of liability or an admission that any of
18 Defendants' defenses in the Action are without merit, or (b) disclosed, referred to, or offered in
19 evidence against Defendants in any further proceeding except to effectuate the Settlement.
20 However, the Settlement may be admitted in evidence and otherwise used in any proceeding to
21 enforce its terms, or in defense of any claims released or barred by the Settlement or this Final
22 Approval Order or separate Judgment.

23 14. Without affecting the finality of the Final Order for purposes of appeal, the Court
24 reserves jurisdiction over the Parties as to all matters relating to the administration, enforcement,
25 and interpretation of the terms of the Settlement Agreement and the Final Order and for any other
26 necessary purposes.

1 15. The Parties are ordered to cause a copy of this Order and the separate Judgment to
2 be posted by the Claims Administrator, CPT Group, Inc., on its website, to provide notice to the
3 Class as required by California Rule of Court 3.771(b) and to submit a copy of it to the LWDA.

4 16. The Court further directs the Parties to effectuate the Settlement according to the
5 terms of the Settlement Agreement, including payment to Class Members, the LWDA, CPT Group,
6 Inc. and Class Counsel and sending uncashed checks to the State Controller's Office, Unclaimed
7 Property Division.

8 17. The Parties are directed to provide a report to the Court on or before March 15,
9 2023 on the status of the distribution of the class settlement proceeds ~~and the Court will determine~~
10 ~~whether further reports and/or a hearing will be necessary~~

11 18. Court sets OSC Re Compliance with Settlement on 3-29-23 at 8:30 a.m.

IT IS SO ORDERED.



Elihu M. Berle

12
13 Dated: 4-12-22, 2022

Elihu M. Berle / Judge

HONORABLE ELIHU M. BERLE
LOS ANGELES COUNTY SUPERIOR
COURT JUDGE

EXHIBIT 29

RECEIVED
LOS ANGELES SUPERIOR COURT

AUG 18 2020

S. DREW

FILED
Superior Court of California
County of Los Angeles

AUG 19 2020

Sherri R. Carter, Executive Officer/Clerk
By: *[Signature]* Deputy
Mansela Fregoso

1 Edwin Aiwazian (SBN 232943)
2 Arby Aiwazian (SBN 269827)
3 Joanna Ghosh (SBN 272479)
4 Danielle L. Chang (SBN 313881)
5 **LAWYERS for JUSTICE, PC**
6 410 West Arden Avenue, Suite 203
7 Glendale, California 91203
8 Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

10 MYISHA WHITE, individually, and on behalf of other
11 members of the general public similarly situated and on
12 behalf of all other aggrieved employees pursuant to the
13 California Private Attorneys General Act; DA'JA
14 WILLIAMS, individually, and on behalf of other
15 members of the general public similarly situated and on
16 behalf of other aggrieved employees pursuant to the
17 California Private Attorneys General Act,

Plaintiffs,

vs.

17 HALAL OR NOTHING GROUP 7, LLC, a California
18 limited liability company; HALAL OR NOTHING
19 GROUP 5, LLC, a California limited liability company;
20 HALAL OR NOTHING GROUP 1, LLC, a California
21 limited liability company; HALAL OR NOTHING
22 GROUP 2, LLC, a California limited liability company;
23 HALAL OR NOTHING GROUP 3, LLC, a California
24 limited liability company; HALAL OR NOTHING
25 GROUP 4, LLC, a California limited liability company;
26 HALAL OR NOTHING GROUP 6, LLC, a California
27 limited liability company; HALAL OR NOTHING
28 GROUP 8, LLC, a California limited liability company;
29 HALAL OR NOTHING GROUP 9, LLC, a California
30 limited liability company; HALAL OR NOTHING
31 GROUP 10, LLC, a California limited liability
32 company; HALAL OR NOTHING GROUP 11, LLC,
33 a California limited liability company; and DOES 11
34 through 100, inclusive,

Defendants.

Case No.: BC722760

Honorable Elihu M. Berle
Department SSC6

CLASS ACTION

**[REVISED PROPOSED] FINAL
APPROVAL ORDER AND
JUDGMENT**

Complaint Filed: September 20, 2018
FAC Filed: October 8, 2019
Trial Date: None Set

08/21/2020

1 This matter has come before the Honorable Elihu M. Berle on August 11, 2020 at 9:00 a.m.
2 in Department SSC6 of the above-entitled Court, located at Spring Street Courthouse, 312 North
3 Spring Street, Los Angeles, California 90012, on Plaintiffs Myisha White and Da'ja Williams'
4 ("Plaintiffs") Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and
5 Enhancement Awards ("Motion for Final Approval"). Stephanie S. Ponak of Lawyers for Justice,
6 PC appeared on behalf of Plaintiffs and the Class, and Benjamin J. Kim of Nixon Peabody
7 appeared on behalf of Defendants.

8 On March 5, 2020, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
10 of the above-entitled action ("Action") reached by Plaintiffs and Defendants Halal Or Nothing
11 Group 1, LLC, Halal Or Nothing Group 2, LLC, Halal Or Nothing Group 3, LLC, Halal Or
12 Nothing Group 4, LLC, Halal Or Nothing Group 5, LLC, Halal Or Nothing Group 6, LLC, Halal
13 Or Nothing Group 7, LLC, Halal Or Nothing Group 8, LLC, Halal Or Nothing Group 9, LLC,
14 Halal Or Nothing Group 10, LLC, and Halal Or Nothing Group 11, LLC ("Defendants") in
15 accordance with the First Amended Class Action and Private Attorneys General Act Settlement
16 Agreement and Stipulation, which, together with the exhibits annexed thereto ("Settlement,"
17 "Agreement," or "Settlement Agreement"), set forth the terms and conditions for settlement of the
18 Action.

19 Having reviewed the Settlement Agreement and duly considered the Parties' papers and
20 oral argument, and good cause appearing,

21 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

22 1. All terms used herein shall have the same meaning as defined in the Settlement
23 Agreement and the Preliminary Approval Order.

24 2. This Court has jurisdiction over the claims of the Class Members asserted in this
25 proceeding and over all parties to the Action.

26 3. The Court finds that the applicable requirements of California Code of Civil
27 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
28 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification

08/11/2020

1 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
2 hereby defined to include:

3 All current and former hourly-paid or non-exempt employees who worked for
4 any of the Defendants within the State of California at any time during the
5 period from September 20, 2014 and ending on September 28, 2019 (“Class”
6 or “Class Members”).

7 4. The Notice of Class Action Settlement (“Class Notice”) that was provided Class
8 Members, fully and accurately informed the Class Members of all material elements of the
9 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
10 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
11 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
12 California, the United States Constitution, due process and other applicable law. The Class Notice
13 fairly and adequately described the Settlement and provided the Class Members with adequate
14 instructions and a variety of means to obtain additional information.

15 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
16 and finds that it is reasonable and adequate, in the best interests of the Settlement Class as a whole,
17 and was entered in good faith pursuant to and within the meaning of California Code of Civil
18 Procedure section 877.6. More specifically, the Court finds that the Settlement was reached
19 following meaningful discovery and investigation conducted by Lawyers *for* Justice, PC
20 (collectively “Class Counsel”); that the Settlement is the result of serious, informed, adversarial,
21 and arms-length negotiations between the parties; and that the terms of the Settlement are in all
22 respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence
23 presented, including evidence regarding the strength of Plaintiffs’ claims; the risk, expense, and
24 complexity of the claims presented; the likely duration of further litigation; the amount offered in
25 the Settlement; the extent of investigation and discovery completed; and the experience and views
26 of Class Counsel. The Court has further considered the absence of objections and requests to be
27 excluded from the Settlement. Accordingly, the Court hereby directs that the Settlement be
28 affected in accordance with the Settlement Agreement and the following terms and conditions.

///

1 6. A full opportunity has been afforded to the Class Members to participate in the
2 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
3 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
4 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a
5 timely and valid Request for Exclusion to the Settlement Administrator (“Settlement Class
6 Members”) are bound by this Final Approval Order and Judgment.

7 7. The Court finds that payment of Administration Costs in the amount of \$10,000 is
8 appropriate for the services performed and costs incurred and to be incurred for the notice and
9 settlement administration process. It is hereby ordered that the Settlement Administrator, Phoenix
10 Settlement Administrators, shall issue payment to itself in the amount of \$10,000, in accordance
11 with the terms and methodology set forth in the Settlement Agreement.

12 8. The Court finds that the Enhancement Awards sought are fair and reasonable for
13 the work performed by Class Representatives on behalf of the Class. It is hereby ordered that the
14 Settlement Administrator issue payment in the amount of \$7,500 each to Class Representatives
15 Myisha White and Da’ja Williams ^(Total \$15,000) for their Enhancement Awards, according to the terms and
16 methodology set forth in the Settlement Agreement.

17 9. The Court finds that the allocation of \$125,000 toward penalties under the
18 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and
19 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
20 Payment as follows: the amount of \$93,750 to the California Labor and Workforce Development
21 Agency, and the amount of \$31,250 to be included in the Net Settlement Amount for distribution
22 to Settlement Class Members, according to the terms and methodology set forth in the Settlement
23 Agreement.

24 10. The Court finds that Attorneys’ Fees in the amount of \$700,000 to Class Counsel
25 falls within the range of reasonableness, and the results achieved justify the award sought.
26 Attorneys’ Fees to Class Counsel in the amount of \$700,000 are fair, reasonable, and appropriate,
27 and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in
28 the amount of \$700,000 to Class Counsel for Attorneys’ Fees, in accordance with the terms and

05/21/2020

1 methodology set forth in the Settlement Agreement.

2 11. The Court finds that reimbursement of litigation costs and expenses in the amount
3 of \$34,802.06 to Class Counsel is reasonable and is hereby approved. It is hereby ordered that the
4 Settlement Administrator issue payment in the amount of \$34,802.06 to Class Counsel for
5 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
6 forth in the Settlement Agreement.

7 12. The Court hereby enters Judgment by which Settlement Class Members shall be
8 conclusively determined to have given a release of any and all Released Claims against the
9 Released Parties, as set forth in the Settlement Agreement and Class Notice.

10 13. It is hereby ordered that Defendants shall transmit the Second Installment to the
11 Settlement Administrator within sixty (60) calendar days of this Order, in accordance with the
12 Settlement Agreement. It is further ordered that Defendants shall transmit the Third Installment
13 twelve (12) months after Defendants transmit the Second Installment. It is further ordered that
14 Defendants shall transmit the Fourth Installment twelve (12) months after Defendants transmit the
15 Third Installment.

16 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
17 Payment Amounts to the Settlement Class Members, Attorneys' Fees and Costs to Class Counsel,
18 Enhancement Awards to Class Representatives, and the LWDA Payment to the LWDA within
19 seven (7) calendar days after Defendants transmit the Fourth Installment, according to the
20 methodology and terms set forth in the Settlement Agreement.

21 15. It is ordered that the funds associated with any and all Individual Settlement
22 Payment checks issued to Settlement Class Members will remain valid for one hundred eighty
23 (180) calendar days and shall be cancelled thereafter. Funds associated with cancelled Individual
24 Settlement Payment checks will be transmitted to the *cy pres* recipient Legal Aid at Work, a
25 nonprofit organization.

26 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
27 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
28 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and

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1 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
2 any dispute arising from or in connection with the distribution of settlement benefits.

3 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
4 Class Members by posting a copy of the Final Approval Order and Judgment on the Settlement
5 Administrator's website for a period of at least sixty (60) calendar days after the date of entry of
6 this Final Approval Order and Judgment. Individualized notice is not required.

7 18. An Order to Show Cause Re: Compliance is scheduled for April 14, 2021 at 8:30
8 a.m. in Department SSC6. The parties shall file a joint status report advising the Court of the status
9 of the distribution of settlement funds by March 31, 2021.

SYB

Defendants installment payments and
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Dated: 8/19/20

SYB
HONORABLE ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT

08/21/2020

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PROOF OF SERVICE

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 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On August 17, 2020, I served the foregoing document(s) described as **[REVISED] FINAL APPROVAL ORDER AND JUDGMENT** on interested parties in this action by Electronic Service as follows:

Benjamin J. Kim
Andrea Chavez
NIXON PEABODY LLP
One California Plaza
300 South Grand Avenue, Suite 4100
Los Angeles, CA 90071

Attorneys for Defendant

[X] BY ELECTRONIC SERVICE

Pursuant to the Court's Order regarding Electronic Service, I caused the documents described above to be E-Served through Case Anywhere by electronically mailing a true and correct copy through Case Anywhere to the individual(s) listed above.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 17, 2020, at Glendale, California.



Sarah Poswal

EXHIBIT 30

ORIGINAL

1 AARON C. GUNDZIK (State Bar No. 132137)
2 REBECCA G. GUNDZIK (State Bar No. 138446)
3 GARTENBERG GELFAND HAYTON LLP
4 15260 Ventura Blvd., Suite 1920
5 Sherman Oaks, CA 91403
6 Telephone: (213) 542-2100
7 Facsimile: (213) 542-2101

8 MARSHALL A. CASKEY (State Bar No. 65410)
9 DANIEL M. HOLZMAN (State Bar No. 176663)
10 N. CORY BARARI (State Bar No. 295306)
11 CASKEY & HOLZMAN
12 24025 Park Sorrento, Ste. 400
13 Calabasas, CA 91302
14 Telephone: (818) 657-1070
15 Facsimile: (818) 297-1775

16 Attorneys for Plaintiff Sam Yoo, individually
17 and on behalf of all others similarly situated

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF LOS ANGELES**

20 SAM YOO, individually and on behalf of all
21 others similarly situated,

22 Plaintiff,

23 vs.

24 SOUTH COAST TRANSPORTATION &
25 DISTRIBUTION, INC., and DOES 1 through
26 25,

27 Defendants.

Case No.: BC682120

Assigned to Hon. Elihu M. Berle

**[PROPOSED] ORDER OF FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: April 16, 2019

Time: 10:00 a.m.

Dept.: 6 (Spring Street Courthouse)

Case Filed: November 2, 2017

28 The Court, having considered whether to order final approval of the settlement of
this matter pursuant to the Stipulation of Class Action Settlement and First Amendment to
Stipulation of Class Action Settlement (collectively, the "Settlement Agreement" or
"Stipulation") and having granted preliminary approval on December 26, 2018, having
directed that notice be given to all Class Members of preliminary approval of the Stipulation
of Class Action Settlement and the final approval hearing and the right to be excluded from
or object to the settlement, and having read and considered all of the papers of the parties

FILED
Superior Court of California
County of Los Angeles

APR 16 2019

SHERRI R. CARTER / EXECUTIVE OFFICER/CLERK
BY: MARIJEL MATA Deputy

FILED
Superior Court of California
County of Los Angeles

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SHERRI R. CARTER / EXECUTIVE OFFICER/CLERK
BY: MARIJEL MATA Deputy

FILED
Superior Court of California
County of Los Angeles

APR 16 2019

SHERRI R. CARTER / EXECUTIVE OFFICER/CLERK
BY: MARIJEL MATA Deputy

RECEIVED
LOS ANGELES SUPERIOR COURT
FEB 14 2019
S. DREW

04/16/2019

1 and their counsel, and having received no objections to the settlement, and good cause
2 appearing therefore,

3 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

4 1. The Motion for Final Approval of the settlement is granted;

5 2. The parties to this action are Plaintiff Sam Yoo (“Plaintiff”) and Defendant
6 South Coast Transportation & Distribution, Inc., also known as Western Regional Delivery
7 Service (“South Coast” or “Defendant”).

8 3. After participating in an arms’ length mediation and subsequent settlement
9 discussions, Plaintiff and Defendant have agreed to a proposed settlement of this action on
10 behalf of the Class Plaintiff seeks to represent. The terms of the proposed settlement are
11 fully set forth in the Stipulation of Class Action Settlement and First Amendment to
12 Stipulation of Class Action Settlement (collectively the “Settlement Agreement” or
13 “Stipulation”) attached as Exhibit A and B to the Declaration of Aaron Gundzik in Support
14 of Motion for Final Approval of Class Action Settlement.

15 4. This Court has jurisdiction over the subject matter of this action (the
16 “Action”) and over all parties to the Action, including the Representative Plaintiff and the
17 Class Members.

18 5. The terms used in this Order have the meaning assigned to them in the
19 parties’ Settlement Agreement.

20 6. The Court finds that the Settlement Class consist of: all persons who worked
21 as truck drivers for Defendant in California between November 2, 2013 and the date the
22 Court granted preliminary approval of the Settlement on December 26, 2018.

23 7. In settlement, Defendant will pay the gross amount of \$780,000, plus the
24 employers’ share of all required payroll tax deductions, approximately \$41,000 of which has
25 already been paid to some Settlement Class Members. From this gross amount, the parties
26 propose to deduct \$14,500 in fees to be paid to the Settlement Administrator, a Service and
27 Release Payment to the Representative Plaintiff in the amount of \$10,000, Class Counsel’s
28 costs of \$12,436.50, and Class Counsel’s attorneys’ fees of \$260,000.

04/18/2019

1 8. The amount remaining, after deductions approved by the Court, will be
2 distributed to Settlement Class Members based on the number of qualifying workweeks (as
3 defined in the Settlement Agreement) each Settlement Class Member worked for Defendant
4 between November 2, 2013 and April 16, 2019.

5 9. No class members filed requests to be excluded from the settlement.
6 Therefore, all members of the Settlement Class will receive a settlement payment and be
7 bound by the releases or Judgment.

8 10. As of the date of this Final Approval Order, each and every Released Claim
9 of each Settlement Class Member is and shall be deemed to be released as against the
10 Released Parties. All Settlement Class Members will be precluded in the future from
11 making any claim based on, arising from, or relating to the allegations made in the First
12 Amended Complaint.

13 11. Neither the settlement, nor any of the terms set forth in the Settlement
14 Agreement, constitute any admission by Defendant, or any of the other Released Parties, of
15 liability to the Representative Plaintiff or any Class Member, nor does this Final Approval
16 Order constitute a finding by the Court of the validity of any of the claims alleged in the
17 Action, or of any liability of Defendant or any of the other Released Parties.

18 12. The Court finds that the Notice of Proposed Class Action Settlement (“Notice
19 of Settlement”) has been mailed to all Class Members as previously ordered by the Court,
20 and that such Notice of Settlement fairly and adequately described the terms of the proposed
21 Settlement Agreement, the manner in which the Class Members could object to or
22 participate in the settlement, and the manner in which Class Members could opt out of the
23 Class; was the best notice practicable under the circumstances; was valid, due and sufficient
24 notice to all Class Members; and complied fully with Civil Code §1781(e), Rule of Court
25 3.769, due process and all other applicable laws. The Court further finds that a full and fair
26 opportunity has been afforded to Class Members to participate in the proceedings convened
27 to determine whether the proposed Settlement Agreement should be given final approval.
28

1 13. The Court finally approves of the distribution of the Net Settlement Amount
2 to the Settlement Class Members. Settlement Class Members are not required to submit a
3 claim form in order to receive payment. Rather, the gross amount paid to each Settlement
4 Class Member will be based on the number of qualifying workweeks (as defined in the
5 Settlement Agreement) each Settlement Class member worked for Defendant during the
6 Class Period.

7 14. The Court finds that the Settlement Agreement is fair, reasonable and
8 adequate as to the Settlement Class, the named Plaintiff and Defendant, and is the product of
9 good faith, arms' length negotiations between the parties, and further, that the Settlement
10 Agreement is consistent with public policy, and fully complies with all applicable provisions
11 of law. Accordingly, the Court hereby finally and unconditionally approves the Settlement
12 Agreement and specifically approves of the allocation of the Gross Settlement Amount of
13 \$780,000.00 ("Gross Settlement Amount"), of which \$41,000 has already been paid, plus
14 the payment of the employer's share of all applicable payroll taxes and fees, as follows:

15 a. The Court approves of the payment of Settlement Administration
16 Costs of \$14,500 to Rust Consulting, Inc.;

17 b. The Court approves of a Service and Release Payment in the amount
18 of ~~\$10,000~~ ^{\$6,000.00} to Representative Plaintiff Sam Yoo, as payment for his time and efforts in
19 pursuing this Action and as additional compensation for the expanded release he is
20 providing;

21 c. The Court approves of Class Counsel's attorneys' fees request of
22 \$260,000, which is one-third of the Gross Settlement Amount, finding that Class Counsel's
23 hourly rates, experience and hours expended on the Action are reasonable both under a
24 lodestar analysis and percentage of the benefit analysis, given the results achieved, to be
25 distributed pursuant to the provisions of paragraph 15 of this Order;

26 d. The Court approves of Class Counsel's request for reimbursement of
27 litigation costs and expenses in the amount of \$12,436.50;

28 *e. The court approves PAGA penalty of \$20,000, 75% of which (\$15,000) shall be paid to LWDA.*

SMB

04/18/2019

SMB

04/10/2019

1 ^{F.}
 2 c. The Court approves of payment of the remainder of the Gross
 3 Settlement Amount (the "Net Settlement Amount"), approximately \$427,063.50, not
 4 including the \$41,000 which Defendant has already paid, to the Settlement Class Members
 5 who have not opted out of the settlement, pursuant to the terms of the Stipulation of Class
 6 Action Settlement, Paragraph IV(J), and that all settlement payments shall be deemed
 7 twenty percent (20%) wages, twenty-five percent (25%) expense reimbursement, thirty
 8 percent (30%) penalties, and twenty-five (25%) percent interest, the latter three categories to
 9 be reported via an IRS Form 1099.

10 ^{g.f.} If a Settlement Class Member's settlement check(s) is not cashed
 11 within 180 days of issuance, it shall be voided and the funds from all such uncashed checks
 12 shall be sent to the California State Controller as unclaimed property.

- 13 15. The Court approves of the following implementation schedule for further
 14 proceedings:
- 15 • Settlement Effective Date: Since there has been no objection to the
 16 settlement, pursuant to Section II(M) of the Settlement Agreement, the
 17 Effective Date is the date of the Court's entry of Order of Final Approval of
 18 Class Action Settlement and Judgment, provided Plaintiff and Class Counsel
 19 waive their rights to appeal the final judgment.
 - 20 • Deadline for Defendant to deliver the remaining approximately \$739,000 of
 21 the Gross Settlement Amount and Employers' Withholding Share to
 22 Settlement Administrator: Within ten (10) calendar days of Effective Date.
 - 23 • Mailing of Payments to Class Members: Within ten (10) days of Defendant's
 24 deposit of the Gross Settlement Amount with the Settlement Administrator.
 - 25 • Payment to Class Representative: Within ten (10) days of Defendant's
 26 deposit of the Gross Settlement Amount.
 - 27 • Payment to Class Counsel of Class Counsel's attorneys' fees and Class
 28 Counsel's costs: Within ten (10) days of Defendant's deposit of the Gross
 Settlement Amount with the Settlement Administrator.

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- Final Report from Rust: After final distribution of Net Settlement Fund.

16. A compliance hearing is set for 1/7/20 at 8:30 am. If a satisfactory compliance status report is filed at least ⁷ court days before the compliance hearing, no appearances will be required.

(Dec 31, 2019).

Dated: 4/16/19

[Signature]
Hon. Elihu M. Berle

04/16/2019

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PROOF OF SERVICE

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 eighteen (18) and not a party to the within action. My business address is 15260 Ventura Blvd., Suite 1920, Sherman Oaks, California 91403.

On February 14, 2019, I served the following document described as

- **[PROPOSED] ORDER OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

on the interested parties in this action:

(X) by serving () the original (X) true copies thereof as follows:

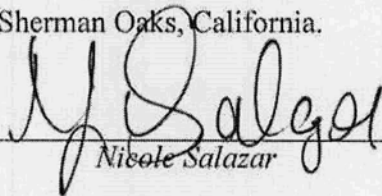
PLEASE SEE ATTACHED SERVICE LIST

<p>() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.</p>	<p>() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (213) 542-2101. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.</p>
<p>() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.</p>	<p>(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served through Case Anywhere pursuant to the Court's Order Authorizing Electronic Service dated March 9, 2018 to the names and email addresses listed on the Service List attached hereto.</p>

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on February 14, 2019, at Sherman Oaks, California.



Nicole Salazar

04/18/2019

Electronic Service List

Case: **Yoo, et al. v. South Coast Transportation & Distribution, Inc.**
Case Info: **BC682120, Los Angeles Superior Court**

Caskey & Holzman

Marshall Caskey, Esq. (mcaskey@caskeyholzman.com)
Daniel Holzman, Esq. (dholzman@caskeyholzman.com)
24025 Park Sorrento, Suite 400
Calabasas, CA 91302
Phone: (818) 657-1070
Fax: (818) 297-1775

Representing: Sam Yoo, individually and on behalf of all others similarly situated

Gartenberg Gelfand Hayton LLP

Aaron Gundzik, Esq. (agundzik@gghslaw.com)
Rebecca Gundzik, Esq. (rgundzik@gghslaw.com)
15260 Ventura Boulevard, Suite 1920
Sherman Oaks, CA 91403
Phone: (213) 542-2100
Fax: (213) 542-2101

Representing: Sam Yoo, individually and on behalf of all others similarly situated

Kahana & Feld, P.C.

Yaron Shaham, Esq. (yshaham@kahanafeld.com)
3 Hutton Centre Drive, Suite 685
Santa Ana, CA 92707
Phone: (949) 812-4781
Fax: (949) 281-2105

Representing: South Coast Transportation & Distribution, Inc.

02/14/2019

EXHIBIT 31

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

FAYE ZHANG, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

RICHEMONT NORTH AMERICA, INC., a
Delaware corporation, and DOES 1 through 10,
inclusive,

Defendants.

Case No. 19STCV32396

CLASS ACTION

[Assigned for all purposes to Hon. Elihu M. Berle, Dept. 6]

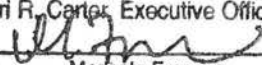
**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: January 19, 2021
Time: 9:00 a.m.
Dept. 6

FILED
Superior Court of California
County of Los Angeles

JAN 29 2021

Sherril R. Carter, Executive Officer/Clerk
By  Deputy
Marisela Fregoso

1 On September 29, 2020, this Court issued an Order Granting Preliminary Approval of
2 Class Action Settlement. Plaintiff Faye Zhang now seeks an order granting final approval of
3 the Stipulation of Settlement ("Settlement"), attached to the Declaration of Justin F. Marquez
4 in Support of Plaintiff's Motion for Final Approval of Class Action Settlement as Exhibit 1.

5 Due and adequate notice having been given to the Class, and the Court having
6 reviewed and considered the Settlement, Plaintiff's Notice of Motion and Motion for Final
7 Approval of Class Action Settlement, the supporting declarations and exhibits thereto, all
8 papers filed and proceedings had herein, and the absence of any written objections received
9 regarding the proposed settlement, and having reviewed the record in this action, and good
10 cause appearing therefor,

11 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

12 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
13 Settlement filed in this case.

14 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
15 Settlement Class Members, and Defendant Richemont North America, Inc. ("Defendant").

16 3. The Court finds that the Settlement appears to have been made and entered into in
17 good faith and hereby approves the settlement subject to the limitations on the requested fees and
18 enhancements as set forth below.

19 4. Plaintiff and all Settlement Class Members, ("Participating Class Members"), shall
20 have, by operation of this Final Order and Judgment, fully, finally, and forever released,
21 relinquished, and discharged Defendant from all Released Claims as defined in the Settlement.

22 5. The Parties shall bear their own respective attorneys' fees and costs, except as
23 otherwise provided for in the Settlement and approved by the Court.

24 6. Solely for purposes of effectuating the settlement, the Court finally certified the
25 following Class: "All persons who are or were employed by Defendant in California during
26 the Settlement Period as an hourly-paid or non-exempt employee."

27 7. The Settlement Period means the period from September 12, 2015 through
28 September 29, 2020, the date on which preliminary approval of the Settlement is granted.

1 8. No Class Members have objected to the terms of the Settlement.

2 9. There are four Class Members who have requested exclusion from the Settlement:
3 Amy Louise Van, Dean Leduc, Francesca Stivella Melendez, and Joana Georgiadis.

4 10. The Notice provided to the Class conforms with the requirements of California
5 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the
6 circumstances, by providing individual notice to all Class Members who could be identified
7 through reasonable effort, and by providing due and adequate notice of the proceedings and of
8 the matters set forth therein to the Class Members. The Notice fully satisfies the requirements of
9 due process.

10 11. The Court finds the Settlement Amount, the Net Settlement Amount, and the
11 methodology used to calculate and pay each Participating Class Member's Net Settlement
12 Payment are fair and reasonable, and authorizes the Settlement Administrator to pay the Net
13 Settlement Payments to the Participating Class Members in accordance with the terms of the
14 Stipulation.

15 12. Defendant shall pay the total of \$900,000.00 to resolve this litigation. Within
16 fourteen calendar days from the date of this Order, Defendant shall deposit this amount and
17 employer taxes into an interest-bearing trust account for the benefit of the participating Class
18 Members and Class Counsel, through the Settlement Administrator. Thereafter, compensation to
19 the Participating Class Members shall be disbursed pursuant to the terms of the Settlement (i.e.,
20 within ten calendar days following the receipt of funds).

21 13. From the Settlement Amount, \$15,000.00 shall be paid to the California Labor and
22 Workforce Development Agency, representing 75% of the penalties awarded under the terms of
23 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act
24 of 2004, California Labor Code section 2698, *et seq.* The remaining balance of \$5,000.00
25 apportioned to PAGA penalties shall be distributed to Participating Class Members.

26 14. From the Settlement Amount, \$5,000.00 shall be paid to the named Plaintiff for
27 her service as a class representative and for her agreement to release claims.

28 ///

EXHIBIT 32

FILED
LOS ANGELES SUPERIOR COURT

DEC 14 2022

~~ERRI R. CARTER~~, EXECUTIVE OFFICER/CLERK
BY *N. Navarro* Deputy
NANCY NAVARRO

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

DIANE V. SANCHEZ, on behalf of herself
and all others similarly situated,

Case No.: BC594715

Plaintiff,

ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT

v.

ALLIANZ LIFE INSURANCE COMPANY
OF NORTH AMERICA; and DOES 1
through 100, inclusive,

Defendants.

I. BACKGROUND

Plaintiffs Diane V. Sanchez and Jules Confino brought this action against Allianz Life Insurance Company of North America (“Allianz Life” or “Defendant”) for breach of contract and declaratory relief with respect to annuities sold to Plaintiffs by Defendant. Plaintiffs seek to represent a class of annuity holders and beneficiaries.

1 The initial action was filed September 15, 2015 by Sanchez, for breach of
2 contract, declaratory relief, and violation of unfair competition law, Bus. & Prof. Code
3 §17200 (“UCL”). On February 22, 2018, Sanchez filed a first amended class action
4 complaint alleging the same causes of action and adding Jules Confino and Doreen
5 Confino as named plaintiffs. Plaintiff Doreen Confino later withdrew from the action.

6 This is one of several class actions involving annuity products sold by Allianz
7 Life, including *Mooney v. Allianz Life Insurance Company of North America*, Civil No.
8 06-545 (ADM/FLN) (D. Minn.) (“*Mooney*”), *Iorio, et al. v. Allianz Life Insurance*
9 *Company of North America*, U.S.D.C. (S.D. Cal.) Case No. 05- cv-0633 JLS (“*Iorio*”)
10 and *Negrete v. Allianz Life Ins. Co. of No. Am.* (C.D. Cal.) Case Nos. CV 05– 06838
11 CAS (MANx), CV 05-8908 CAS (MANx) (“*Negrete*”). Plaintiffs’ counsel in this
12 action was counsel in *Iorio*.

13 Plaintiffs’ primary allegations related to: (1) Allianz Life’s use of a formula
14 referred to as “the expense recovery adjustment” in calculating nonguaranteed
15 annuitization payments under the annuity contracts, and (2) the annuity contracts’
16 provisions governing full and partial surrender transactions. Plaintiffs allege that, when
17 an annuitization occurred within ten years after the effective date of issuance of an
18 annuity, Allianz Life’s use of the expense recovery adjustment calculation in its
19 determination of annuitization payments greater than guaranteed under the annuity
20 either reduced the annuitization value of the annuity or reduced the annuitization
21 payments, in alleged violation of contractual promises. Plaintiffs also pursued other
22 allegations of breach concerning annuitization, including that Allianz Life’s calculation
23 of annuitization payments breached contractual promises concerning “purchase rates.”
24 With respect to surrenders and partial surrenders of the annuities, Plaintiffs alleged: that
25 the contractual language in the annuities at issue obscured or did not properly disclose

1 alleged penalties or other consequences associated with full surrenders or partial
2 surrenders, including the alleged loss of a bonus that Plaintiffs asserted should have
3 been included in the cash value of the annuity contracts; that the contracts did not
4 comply with various provisions of California statutes, including Cal. Civ. Code §§ 1442
5 and 1671 and Cal. Ins. Code § 10127.13; and that the alleged penalties and surrender
6 provisions were onerous and constituted forfeitures or impermissible penalties and/or
7 were unenforceable under other legal doctrines.

8 Allianz Life argued that a defense judgment in *Mooney*, entered after a contested
9 jury trial, barred Sanchez's claims, as she was a member of that class. On February 28,
10 2019, following a bifurcated trial, the Court determined that Sanchez's claims for
11 declaratory relief and violation of the UCL were barred by the judgment in *Mooney* but
12 that her breach of contract claim was not barred, having arisen after the *Mooney*
13 judgment was entered.

14 On August 5, 2019, Plaintiffs filed the operative second amended class action
15 complaint for breach of contract and declaratory relief (for annuities issued after the
16 *Mooney* judgment) consistent with the Court's rulings.

17 On July 20, 2020, the Court granted Plaintiffs' motion for class certification
18 certifying the following class:

19 All California owners (or their designated beneficiaries on death claims) of the
20 following Allianz Life Insurance Company of North America annuities who at
21 any time from September 15, 2011 to the present either (1) received an annuity
22 (or death benefit) payment that was calculated with an expense recovery
23 adjustment, or (2) incurred a surrender penalty or charge in connection with a
24 full or partial surrender: BonusMaxxx, BonusMaxxx Elite, BonusDex,
25 BonusDex Elite, 10% Bonus PowerDex, and MasterDex 10.

1
2 All California owners of the following annuities issued by Allianz Life Insurance
3 Company of North America that are currently in deferral: BonusMaxxx,
4 BonusMaxxx Elite, BonusDex, BonusDex Elite, 10% Bonus PowerDex, and
5 MasterDex 10.

6
7 Excluded from these classes are the annuities that were the subject of the
8 settlements in *Iorio, et al. v. Allianz Life Insurance Company of North America*,
9 U.S.D.C. (S.D. Cal.) Case No. 05- cv-0633 JLS and *Negrete v. Allianz Life Ins.*
10 *Co. of No. Am.* (C.D. Cal.) Case Nos. CV 05– 06838 CAS (MANx), CV 05-8908
11 CAS (MANx).

12
13 On October 30, 2020, the appointed settlement administrator, KCC Class Action
14 Services, LLC (“KCC”), mailed notice to 26,839 Class Members. On January 12,
15 2021, KCC mailed notice to an additional 59 Class Members. 37 Class Members have
16 excluded themselves from the Certified Class.

17 On September 28, 2021, the Parties attended a mediation before mediator Robert
18 Kaplan, Esq., of Judicate West. The Parties ultimately reached an agreement on the
19 principal terms of a settlement and finalized the terms in the *Settlement Agreement*
20 (“Settlement Agreement”), a copy of which is attached to the Declaration of Joshua S.
21 Davis filed June 1, 2022 (“Davis Decl. ISO Prelim”) as Exhibit A.

22 The settlement was preliminarily approved at the hearing on June 30, 2022 and
23 in the Court’s Order of July 8, 2022.

24 On August 8, 2022, the settlement administrator, KCC Class Action Services,
25 LLC (“KCC”), caused the Class Action Settlement Notice to be mailed to 25,700

1 Settlement Class Members (see Declaration of Alexander Thomas filed October 18,
2 2022). As set forth in the Plaintiffs' motion for final approval, KCC subsequently
3 informed the Parties that 961 Settlement Class Members who owned both an annuity in
4 deferral, as well as a Surrendered Annuity, Penalty- Incurring Partial Surrender or
5 Annuitized Annuity, received a Class Notice that did not inform them they were
6 entitled to distribution and their estimated settlement check. In addition, another 82
7 Settlement Class Members, who owned more than one Surrendered Annuity, Penalty-
8 Incurring Partial Surrender or Annuitized Annuity, received a Class Notice for the
9 estimated Settlement Check amount for only one of their annuities. (MFA at 6:1-17.)
10 Although these Settlement Class Members received the Class Notice, the Parties
11 proposed that these Class Members receive a Supplemental Class Notice providing the
12 estimated Settlement Check amounts missing in the previous notice mailed to them, and
13 providing an extension of the deadline to respond.

14 On October 19, 2022, the Court granted the parties' Stipulation and Order
15 approving the form of the Supplemental Class Notice, and ordered that the mailing take
16 place on October 21, 2022, and that the deadline to object or opt-out in response to the
17 Supplemental Class Notice be November 25, 2022. On October 21, 2022, KCC caused
18 the Supplemental Class Notice to be mailed to the 1,043 Class Members referenced
19 above. (See Declaration of Alexander Thomas filed December 5, 2022.)

20 On November 9, 2022, the Court called the matter of Plaintiffs' final approval of
21 settlement for hearing and ordered a final report and proposed judgment to be filed by
22 December 5, 2022 to take into account any possible objections from class members
23 who received supplemental notices.

24 For the reasons set forth below, the Court grants final approval of the
25 settlement and sets attorneys' fees and incentive awards.

1 II. THE TERMS OF THE SETTLEMENT

2
3 A. SETTLEMENT CLASS DEFINITION

- 4 • "Certified Class" means the following persons and annuities the Plaintiffs
5 defined as the Class in their Second Amended Complaint, which the Court
6 certified pursuant to its July 20, 2020 Order and who did not submit a timely
7 request to be excluded from the Class (§17.m):
- 8 ○ All California owners (or their designated beneficiaries on death claims)
9 of the following Allianz Life Insurance Company of North America
10 annuities who at any time from September 15, 2011 to the present either
11 (1) received an annuity (or death benefit) payment that was calculated
12 with an expense recovery adjustment, or (2) incurred a surrender penalty
13 or charge in connection with a full or partial surrender: BonusMaxxx,
14 BonusMaxxx Elite, BonusDex, BonusDex Elite, 10% Bonus PowerDex,
15 and MasterDex 10.
 - 16 ○ All California owners of the following annuities issued by Allianz Life
17 Insurance Company of North America that are currently in deferral:
18 BonusMaxxx, BonusMaxxx Elite, BonusDex, BonusDex Elite, 10%
19 Bonus PowerDex, and MasterDex 10.
 - 20 ○ Excluded from these classes are the annuities that were the subject of the
21 settlements in *Iorio, et al. v. Allianz Life Insurance Company of North*
22 *America*, U.S.D.C. (S.D. Cal.) Case No. 05-cv-0633 JLS and *Negrete v.*
23 *Allianz Life Ins. Co. of No. Am.* (C.D. Cal.) Case Nos. CV 05-06838
24 CAS (MANx), CV 05-8908 CAS (MANx).
- 25 • "Class Member" means a member of the Certified Class. (§17.p)

- 1 • "Annuity Status Date" means March 31, 2022 at 11:59 p.m. Central Daylight
2 Time. (§17.j)
- 3 • "Annuitized Settlement Annuity" means (§17.g):
 - 4 ○ An Annuity as to which the Current Owner(s) elected to annuitize the
5 Annuitization Value between September 15, 2011 and the Annuity Status
6 Date if such annuitization occurred within 10 years after the Settlement
7 Annuity's effective date of issuance. An Annuity in which the Current
8 Owner elected to take Annuity Option D, referred to in the Annuity as
9 "Benefit Deposited With Interest," is not an Annuitized Settlement
10 Annuity under this Agreement because the expense recovery adjustment
11 calculation is not incorporated in the payout calculations for Option D.
 - 12 ○ A Death Benefit election by a Beneficiary that occurred between
13 September 15, 2011 and the Annuity Status Date if and to the extent (a)
14 the Beneficiary elected to take the Death Benefit as the Annuitization
15 Value in equal periodic installments over 5 or more years and (b) such
16 election was made within 10 years after the Settlement Annuity's
17 effective date of issuance. For purposes of the Agreement, when there
18 are multiple Beneficiaries of a Settlement Annuity, such a Death Benefit
19 election shall be treated as an Annuitized Settlement Annuity only as to
20 the portion of the Death Benefit to which the annuitizing Beneficiary
21 was entitled under the Annuity.
- 22 • "Surrendered Settlement Annuity" means (§17.ww):
 - 23 ○ Settlement Annuity that was fully surrendered by the Current Owner(s)
24 for the Cash Value of the Annuity between September 15, 2011 and the
25 Annuity Status Date; or

1 ○ a Beneficiary's election to receive the Death Benefit in the form of the
2 Cash Value if that election was made between September 15, 2011 and
3 the Annuity Status Date. For purposes of this Agreement only, when
4 there are multiple Beneficiaries, such an election of a Death Benefit shall
5 be treated as a Surrendered Settlement Annuity only as to the portion of
6 the Death Benefit to which the Beneficiary was entitled under the
7 Settlement Annuity.

- 8 ● "Penalty-Incurring Partial Surrender" means a withdrawal from an Annuity that
9 occurred between September 15, 2011 and the Annuity Status Date that did not
10 meet the requirements of a penalty-free withdrawal under the terms of the
11 Annuities but it does not mean a withdrawal required to be taken as a Required
12 Minimum Distributions under the Internal Revenue Code. (§17.hh)
- 13 ● "Active Deferred Settlement Annuity" means a Settlement Annuity that, as of
14 the Annuity Status Date, has (a) not been fully surrendered, (b) not been
15 partially or completely Annuitized, and (c) not become eligible for death
16 benefits, except if the Settlement Annuity was continued in effect by the
17 surviving spouse. (§17.b)
- 18 ● "Owner" means any Person(s) having any legal or equitable ownership interest
19 in a Settlement Annuity, including, where applicable, an annuitant, under the
20 terms of the Settlement Annuity, agreement with Allianz Life, and/or applicable
21 law. Initially, at the time of issuance of a Settlement Annuity, the Settlement
22 Annuity purchaser is the Owner with respect to said Settlement Annuity. The
23 Owner may change upon either the Owner's death or a transfer of ownership to
24 another, in accordance with the terms of the Settlement Annuity. agreement
25 with Allianz Life, and/or applicable law. There can be more than one concurrent

1 Owner of a Settlement Annuity. A Beneficiary has ownership rights only upon
2 the death of the Owner. Without limiting the foregoing, "Owner" shall include a
3 surviving spouse and non-spouse Beneficiary who continues a Settlement
4 Annuity in deferral, if such a continuation was elected and was permitted by the
5 terms of the Settlement Annuity (or Allianz Life has otherwise agreed to permit
6 such a continuance). (§17.ee)

- 7 • "Current Owner" and "Current Owners" means the following (§17.u):
 - 8 ○ As to an Active Deferred Settlement Annuity, the person or persons
9 listed in Allianz Life's corporate records as the Owner(s) of the
10 Settlement Annuity as of the Annuity Status Date;
 - 11 ○ As to an Annuitized Settlement Annuity described in Paragraph 17.g.i,
12 the person or persons listed in the Annuity Option Agreement as the
13 annuitant (or if that annuitant is no longer living on the Annuity Status
14 Date and the payments under the Annuity Option Agreement have not
15 terminated as of the Annuity Status Date, the designated beneficiary
16 under the Annuity Option Agreement);
 - 17 ○ As to a Surrendered Settlement Annuity described in Paragraph 17.ww.i,
18 the person or persons listed in Allianz Life's business records as the
19 Owner(s) as of the date of surrender.
- 20 • The "Settlement Class" is defined as follows, subject to the Settlement Class
21 Exclusions (§17.tt):
 - 22 ○ an Owner of an Annuity that, as of the Annuity Status Date, has not (a)
23 been fully surrendered, (b) not been partially or wholly annuitized, (c)
24 and not become eligible for death benefits, except if the Settlement
25 Annuity was continued in effect by a surviving spouse of the Owner;

- an Owner of an Annuity that was annuitized for the Annuitization Value between September 15, 2011 and the Annuity Status Date if such annuitization occurred within 10 years after the Settlement Annuity's effective date of issuance, unless the annuity option taken was Annuity Option D, referred to as "Benefit Deposited With Interest";
 - an Owner of an Annuity that was fully surrendered for the Cash Value of the Annuity between September 15, 2011 and the Annuity Status Date;
 - a Beneficiary of an Annuity who between September 15, 2011 and the Annuity Status Date elected to receive the Death Benefit either (a) in the form of a lump sum payment of the Cash Value or (b) in the form of equal periodic installments of the Annuitization Value over five or more years if such election was made within 10 years after the Annuity's effective date of issuance; and/or
 - an Owner of an Annuity that at any time from September 15, 2011 to the Annuity Status Date had a Penalty-Incurring Partial Surrender.
- "Settlement Class Exclusions" means the following persons and/or Annuities excluded from the Settlement Class and not eligible for benefits under this Settlement (§17.uu):
 - Annuities that were the subject of the settlements in *Iorio, et al. v. Allianz Life Insurance Company of North America*, U.S.D.C. (S.D. Cal.) Case No. 05-cv-0633 JLS and *Negrete v. Allianz Life Ins. Co. of No. Am.* (C.D. Cal.) Case Nos. CV 05-06838 CAS (MANx), CV 05- 8908 CAS (MANx);
 - Annuities that on the Annuity Status Date do not meet the criteria required for the Owner or Beneficiary to be part of the Class; and

1 ○ any person who, in response to the Class Notice, timely submitted a
2 written request to be excluded from the Class with respect to any
3 Annuity in which that person had an interest.

- 4 ● "Settlement Class Member" means a member of the Settlement Class but only
5 with respect to an Annuity that is not subject to a Settlement Class Exclusion.
6 (¶17.vv)

7 B. THE MONETARY TERMS OF SETTLEMENT

8 The essential monetary terms are as follows:

- 9 ● The Gross Settlement Amount ("GSA") is \$19,850,000 (¶17.bb).
- 10 ● The Net Settlement Amount ("Net") (\$12,745,981.59) is the GSA less:
- 11 ○ Up to \$6,616,666.67 (33 1/3%) for attorney fees (¶43);
- 12 ○ Up to \$337,351.74 for attorney costs (¶44);
- 13 ○ Up to \$30,000 total [\$15,000 each] for service awards to the two
14 proposed class representatives (¶46); and
- 15 ○ Estimated \$120,000 for settlement administration costs (¶59).
- 16 ● Assuming the Court approves all maximum requested deductions, approximately
17 \$12,745,981.59 will be available for distribution to participating class members.
18 KCC represents that the average estimated Settlement Check identified in the
19 notices for Class Members entitled to a distribution sent out above is \$1,284. The
20 lowest estimated Settlement Check identified in the notices is \$.23 and the
21 highest estimated Settlement Check is \$62,700.89. See Supp. Dec. of Thomas
22 filed December 13, 2022.
- 23 ● There is no Claim Requirement (Notice pg. ii).
- 24 ● The settlement is not reversionary (¶30)
- 25

- 1 • Active Deferred Settlement Annuities Calculation: Any Active Deferred
2 Settlement Annuity shall be entitled to a credit to the current Cash Value if
3 within 365 days after the Effective Date of the Settlement Allianz Life receives a
4 Surrender Form signed by all of the Current Owners of the Settlement Annuity
5 requesting a full and complete surrender of the Settlement Annuity. The Cash
6 Value Credit, the calculation of which is described in Paragraph 32, will be
7 applied on and as of the date that the surrender is processed by Defendant. (§31)
- 8 ○ The amount of the Cash Value Credit will be equal to (a) .35 multiplied
9 by (b) the Premium Bonus Percentage or Annuitization Bonus percentage
10 shown in the Settlement Annuity's Policy Schedule (the maximum of
11 which was .12) multiplied by (c) the Cash Value as of the effective date
12 of surrender. (§32)
- 13 ○ For the purposes of the Agreement, and for purposes of calculating the
14 Cash Value Credit hereunder, a surrender made pursuant to this provision
15 shall be deemed effective on the date that a contractually compliant
16 Surrender Form for a full surrender is processed by Allianz Life in
17 accordance with Allianz Life's corporate policies (which require
18 submission of the original Annuity contract or a statement of lost
19 contract). Settlement Class members will be given fourteen (14) days to
20 cure any deficiencies in any Surrender Forms that were submitted on or
21 before the expiration of 365 days after the Effective Date. (§33)
- 22 • Gap Relief for Active Deferred Annuities Surrendered After the Annuity Status
23 Date: The settlement recognizes that some owners of Active Deferred Annuities
24 may fully surrender such Annuities after the Annuity Status Date but before they
25 have had an opportunity to review the Class Settlement Notice describing the

1 benefits available under the Settlement. Defendant has agreed to provide a cash
2 payment applicable to policies that are surrendered between (i) the day after the
3 Annuity Status Date and (ii) 35 calendar days after the date of the mailing of the
4 Class Action Settlement Notice (“the Gap Relief Period”) on the terms and
5 conditions in Paragraphs 35 and 36. (§34)

- 6 ○ If the Court enters the Preliminary Approval Order on or before July 31,
7 2022, a Settlement Class Member who fully surrenders an Active
8 Deferred Settlement Annuity during the Gap Relief Period will be entitled
9 to a retroactive application of the Cash Value Credit to such Annuity as
10 described in Paragraphs 31-33, with checks mailed by Allianz Life within
11 90 days after the Effective Date of the Settlement. (§35)
- 12 ○ If the Court enters the Preliminary Approval Order after July 31, 2022,
13 the cash value credits provided as gap relief will be subject to a
14 \$400,000.00 aggregate cap. If the aggregate amount of retroactive cash
15 value credits applicable to Settlement Annuities fully surrendered during
16 the Gap Period using the calculations described in Paragraph 32 is equal
17 to or lower than \$400,000.00, the same Cash Value Credit described in
18 Paragraphs 31-33, will be retroactively applied to each Active Deferred
19 Settlement Annuity fully surrendered during the Gap Period, with checks
20 mailed by Allianz Life within 90 days after the Effective Date of the
21 Settlement. However, if the aggregate amount of retroactive cash value
22 credits applicable to Settlement Annuities fully surrendered during the
23 Gap Period using the calculations described in Paragraph 32 is greater
24 than \$400,000.00, the payment for each Annuity surrendered during the
25 Gap Relief Period shall be reduced proportionally, such that the total

1 amount paid by Allianz Life with respect to Active Deferred Settlement
2 Annuities that are fully surrendered during the Gap Relief Period is no
3 greater than \$400,000.00. (¶36)

4 • Funding of the Settlement: Within 30 days after the Court's entry of the
5 Preliminary Approval Order, Defendant shall pay \$120,000.00 of the Gross
6 Settlement Amount into the Settlement Fund to pay the costs and fees for the
7 Settlement Administrator to effectuate the Class Action Settlement Notice
8 mailing and the administration of the Settlement. (¶23.) Within 30 days after the
9 Effective Date, Defendant shall pay by wire transfer the remainder of the Gross
10 Settlement Amount (the Gross Settlement Amount less the \$120,000.00
11 Defendant previously paid to the Settlement Administrator) into the Settlement
12 Fund. (¶24)

13 • Distribution of Settlement: The Net Settlement Fund will be distributed to
14 Settlement Class Members according to the proposed Net Settlement Fund
15 Distribution Plan, to be approved by the Court, which is attached as Exhibit 4 to
16 the Settlement Agreement. (¶25)

17 ○ As set forth in the Plan of Distribution, fifty-four percent (54%) of the
18 Net Settlement Fund will be allocated to relief applicable to Surrendered
19 Settlement Annuities and for Penalty-Incurring Partial Surrenders. Forty-
20 six percent (46%) of the Net Settlement Fund will be allocated to relief
21 applicable to Annuitized Settlement Annuities. (¶26)

22 ○ Within forty (40) days of the Effective Date, the Settlement Administrator
23 shall mail Settlement Checks from the Net Settlement Fund, in
24 accordance with the Distribution Plan of the Net Settlement Fund, as
25 approved by the Court, to the Settlement Class Members. (¶27)

- 1 • **Uncashed Settlement Payment Checks:** Settlement Checks that are not cashed
2 within 180 days after mailing of the initial check (or 60 days after mailing of a
3 replacement check) will be void and a stop payment will be placed on the
4 Settlement Checks. Settlement Class Members who fail to timely cash their
5 Settlement Checks will still be bound by the Agreement. (§29) The amounts of
6 the uncashed Settlement Checks will be sent to the California State Controller's
7 Office (or other government entity designated under the California's unclaimed
8 property law statutes). (§30)
- 9 • **Amendments:** The Agreement authorizes the Parties, without further approval
10 from the Court, to agree to and adopt such amendments, modifications, or
11 expansions of this Agreement and all exhibits attached hereto which (a) are
12 consistent with the Judgment, and (b) do not limit the rights of Settlement Class
13 Members and any Person entitled to Settlement Relief under the Agreement.
14 (§70.j)

15 C. TERMS OF RELEASES

- 17 • **Release by Participating Class Members.** The obligations incurred under this
18 Settlement will be in full and final disposition of the Action against Defendant
19 and will fully, finally, and forever compromise, settle, release, resolve,
20 relinquish, waive, and discharge any and all Released Claims against Defendant
21 and its Related Parties. (§37) The Class Representatives will have, and each of
22 the Settlement Class Members will be deemed to have, and by operation of law
23 and of the Judgment will have, on behalf of themselves and their Related Parties,
24 fully, finally and forever compromised, settled, released, resolved, relinquished,
25 waived, and discharged the Released Parties from the Released Claims without

1 costs to any party (except as set forth in this Settlement), except for claims to
2 enforce the Settlement. (§38)

3 ○ "Released Claims" means any and all claims, complaints, causes of
4 action, allegations of liability, damages, restitution, interest, demands or
5 rights, that reasonably arise out of or relate to the facts, events,
6 transactions or circumstances that were alleged against Allianz Life in the
7 Complaint or pursued in the Action, under any legal theory or construct
8 including a request for declaratory relief. Released Claims includes any
9 future claims, complaints, causes of action, allegations of liability,
10 damages, restitution, interest, demands or rights, that that may accrue
11 upon a surrender or annuitization of an Active Deferred Settlement
12 Annuity occurring after the Annuity Status Date if they reasonably arise
13 out of or relate to the facts, events, transactions or circumstances that
14 were alleged against Allianz Life in the Complaint or pursued in the
15 Action, under any legal theory or construct, including a request for
16 declaratory relief. Released Claims include but are not limited to any of
17 the following subject matters, all of which were alleged and pursued in
18 the Action (§17.nn):

- 19 ■ The disclosure, nondisclosure or defective disclosure of
20 information required by the California Insurance Code, including
21 but not limited to Cal. Ins. Code § 10127.13, relating to surrender
22 charges or penalties, prior to or in connection with the sale,
23 issuance, or delivery of a Settlement Annuity.
- 24 ■ The amount or disclosure, nondisclosure or defective disclosure, or
25 calculation of any claimed charge, fee, penalty, or reduction,

1 including an alleged loss of a bonus, associated with the partial or
2 full surrender of a Settlement Annuity, or with the election by a
3 Beneficiary of a Settlement Annuity to take the Death Benefit in
4 the form of a lump sum payment, including but not limited to
5 claims based on Cal. Civ. Code §§ 1442 and 1671;

- 6 ■ The amount or disclosure, nondisclosure or defective disclosure of
7 any claimed charge, fee, penalty or reduction associated with
8 Allianz Life's determination or calculation of annuitization
9 payments in excess of the minimum payments guaranteed under
10 each Settlement Annuity;
- 11 ■ Allianz Life's alleged failure to provide, or calculation of, a bonus
12 credit to the Annuitization Value or Cash Value of the Settlement
13 Annuity, or the disclosure, nondisclosure or defective disclosure
14 thereof; and/or
- 15 ■ Allianz Life's selection, declaration, determination or calculation
16 of annuitization interest rates or purchase rates in connection with
17 the annuitization of the Settlement Annuities.

18 ○ With respect to the Released Claims (¶40):

- 19 ■ Nothing shall preclude any action or proceeding to enforce the
20 terms of the Agreement;
- 21 ■ No claims of any nature are released with respect to any annuity,
22 or other contract or agreement, between the Class Representative
23 or any Settlement Class Member and Defendant, or its
24 predecessors, successors, or assigns, other than a Settlement
25 Annuity;

1 ▪ Class Representatives and the Settlement Class members shall
2 continue to have all rights under their Settlement Annuity, except
3 to the extent it is changed or modified by the Settlement and
4 Agreement.

5 ○ The Release is, and may be raised, as a complete defense to and precludes
6 any claim, action, or proceeding encompassed by the Release against the
7 Allianz Life Releasees herein. (§142)

8 • "Released Parties" means Allianz Life and its Related Parties. (§17.mm)

9 ○ "Related Parties" means a party's or Settlement Class Member's current,
10 former, and future spouses, estates, heirs, assigns, beneficiaries,
11 executors, administrators, trusts, trustees, predecessors, successors, parent
12 organizations, subsidiaries, affiliates, partners, joint venturers, officers,
13 directors, shareholders, employees, members, managers, trustees, agents,
14 appointed agents, representatives, attorneys, and any persons designated
15 as annuitants under a Settlement Annuity. (§17.11)

16 • The named Plaintiffs will also provide a general release (§39)

17 ○ Upon full funding, the Agreement forever discharges the Defendant
18 Releasees from any claims or liabilities and permanently bars and enjoins
19 (§70.h):

20 ▪ Plaintiffs and their Related Parties from filing, commencing,
21 prosecuting, maintaining, intervening in, participating in,
22 conducting, or continuing litigation as class members or otherwise,
23 or from receiving any benefits from any lawsuit, administrative,
24 arbitration, remediation or regulatory proceeding or order, or other
25

1 legal proceeding in any jurisdiction, in accordance with the
2 provisions of Section IV;

- 3 ■ Plaintiffs and their Related Parties, and all persons in active
4 concert or participation with them, from filing, commencing, or
5 prosecuting a lawsuit, arbitration, remediation or other legal
6 proceeding as a class action, a separate class, or group for purposes
7 of pursuing a putative class action (including by seeking to amend
8 a pending complaint to include class allegations or by seeking class
9 certification in a pending action in any jurisdiction) on behalf of
10 Plaintiffs, arising out of, based on, or relating to the Released
11 Claims.

- 12 ● The releases are effective as of the date that Defendant pays the last portion of
13 the Gross Settlement Amount into the Settlement Fund (§70.h), which should
14 occur within 30 days after the Effective Date (§24).

15 16 **III. ANALYSIS OF SETTLEMENT AGREEMENT**

17 “Before final approval, the court must conduct an inquiry into the fairness of the
18 proposed settlement.” Cal. Rules of Court, rule 3.769(g). “If the court approves the
19 settlement agreement after the final approval hearing, the court must make and enter
20 judgment. The judgment must include a provision for the retention of the court's
21 jurisdiction over the parties to enforce the terms of the judgment. The court may not
22 enter an order dismissing the action at the same time as, or after, entry of judgment.”
23 Cal. Rules of Court, rule 3.769(h).

24 As discussed more fully in the Order conditionally approving the settlement, “[i]n
25 a class action lawsuit, the court undertakes the responsibility to assess fairness in order to

1 prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class
2 action. The purpose of the requirement [of court review] is the protection of those class
3 members, including the named plaintiffs, whose rights may not have been given due
4 regard by the negotiating parties.” See *Consumer Advocacy Group, Inc. v. Kintetsu*
5 *Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal quotation marks
6 omitted]; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245
7 (“*Wershba*”), disapproved on another ground in *Hernandez v. Restoration Hardware*
8 (2018) 4 Cal.5th 260 [Court needs to “scrutinize the proposed settlement agreement to the
9 extent necessary to reach a reasoned judgment that the agreement is not the product of
10 fraud or overreaching by, or collusion between, the negotiating parties, and that the
11 settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”] [internal
12 quotation marks omitted].

13 “The burden is on the proponent of the settlement to show that it is fair and
14 reasonable. However ‘a presumption of fairness exists where: (1) the settlement is
15 reached through arm's-length bargaining; (2) investigation and discovery are sufficient to
16 allow counsel and the court to act intelligently; (3) counsel is experienced in similar
17 litigation; and (4) the percentage of objectors is small.’” See *Wershba, supra*, 91
18 Cal.App.4th at pg. 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
19 1802. Notwithstanding an initial presumption of fairness, “the court should not give
20 rubber-stamp approval.” See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
21 116, 130. “Rather, to protect the interests of absent class members, the court must
22 independently and objectively analyze the evidence and circumstances before it in order
23 to determine whether the settlement is in the best interests of those whose claims will be
24 extinguished.” *Ibid.*, citing 4 Newberg on Class Actions (4th ed. 2002) § 11:41, p. 90. In
25 that determination, the court should consider factors such as “the strength of plaintiffs’

1 case, the risk, expense, complexity and likely duration of further litigation, the risk of
2 maintaining class action status through trial, the amount offered in settlement, the extent
3 of discovery completed and stage of the proceedings, the experience and views of
4 counsel, the presence of a governmental participant, and the reaction of the class
5 members to the proposed settlement.” *Id.* at 128. This “list of factors is not exclusive and
6 the court is free to engage in a balancing and weighing of factors depending on the
7 circumstances of each case.” *Wershba, supra*, 91 Cal.App.4th at pg. 245.)

8 **A. A PRESUMPTION OF FAIRNESS EXISTS**

9 The Court preliminarily found in its Order of July 8, 2022 that the presumption of
10 fairness should be applied. No facts have come to the Court’s attention that would alter
11 that preliminary conclusion. Accordingly, the settlement is entitled to a presumption of
12 fairness as set forth in the preliminary approval order.

13 **B. THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE**

14 The settlement was preliminarily found to be fair, adequate and reasonable.
15 Notice has now been given to the Class. The notice process resulted in the following:

16 Number of Settlement Class Members: 25,700

17 Number of Settlement Class Members entitled to receive a distribution
18 from the Net Settlement Fund: 10,280

19 Number of Settlement Class Members with policies in deferral: 15,420

20 Number of notices mailed: 25,700

21 Number of undeliverable notices: 67

22 Number of opt-outs: 24

23 Number of objections: 1

24 Number of participating class members: **25,676**

1 (Declaration of Alexander Thomas (“Thomas Decl.”) filed October 18, 2022, ¶¶2-11;
2 Declaration of Alexander Thomas filed December 5, 2022, ¶¶2-5.)

3 Cynthia Crist objects on the basis that her settlement payment of \$98.76 “seems
4 low” in comparison to the proposed class representative service awards of \$15,000 each
5 for Plaintiffs Sanchez and Confino. In summary, she argues that the annuitized amount
6 on her annuity, \$1,037 per month, is “so much less” than she expected after investing for
7 12 years (2008 to 2020). She asserts that her settlement should be “equitable” to the
8 class representatives’. (See Exhibit C to Thomas Decl. filed October 18, 2022.)

9 In response, representatives of Defendant and Lewis & Ellis, Inc., the actuarial
10 consulting firm that prepared the mailing lists for the Settlement Administrator, each
11 provide declarations showing that the objector’s settlement check was properly
12 calculated in accordance with the distribution plan approved by the Court. (See MFA at
13 11:22-12:19; see also Decl. of Laurie Jannsen ISO Final, Decl. of Terry Long ISO
14 Final.)

15 The Court overrules the objection. To the extent the objection is based on a belief
16 that the class member should be entitled to a higher recovery, it should be noted that
17 settlements, “need not obtain 100 percent of the damages sought in order to be fair and
18 reasonable,” and that even if the relief is substantially less than what would be available
19 after a successful outcome, “this is no bar to a class settlement because ‘the public
20 interest may indeed be served by a voluntary settlement in which each side gives ground
21 in the interest of avoiding litigation.’” (*Wershba, supra*, 91 Cal.App.4th at 250, citing
22 *Air Line Stewards, etc., Loc. 550 v. American Airlines, Inc.* (7th Cir. 1972) 455 F.2d 101,
23 109.) Further, the objector had the opportunity to opt-out and seek individual redress if
24 she did not find the amount conferred to be fair.

1 In addition, the objector seems to misunderstand the purpose of the proposed
2 \$15,000 service awards to the class representatives. A service award is intended as
3 compensation to induce a named plaintiff's participation in a lawsuit, if necessary, and
4 the actual amount of the award is within the Court's discretion to decide at final
5 approval, based on the plaintiff's contributions to the action as well as the risks incurred
6 by serving as a class representative. The service award is separate and distinguishable
7 from the relief provided to class members in exchange for their release of claims under
8 the settlement.

9 Finally, the Court notes that out of a large class, the number of objections is
10 minimal, reflecting the class's overwhelmingly positive response.

11 The Court finds that the notice was given as directed and conforms to due process
12 requirements. Given the reactions of the Class Members to the proposed settlement and
13 for the reasons set forth in the Preliminary Approval order, the settlement is found to be
14 fair, adequate, and reasonable.

15 **C. CLASS CERTIFICATION IS PROPER**

16 For the reasons set forth in the preliminary approval order, certification of the
17 Class for purposes of settlement is appropriate.

18 **D. ATTORNEY FEES AND COSTS**

19 Class Counsel requests \$6,616,666.67 (33 1/3%) for attorney fees and
20 \$332,571.79 for costs. (Motion for Attorney Fees at 4:3-5, 10:11-13.)

21 Courts have an independent responsibility to review an attorney fee provision and
22 award only what it determines is reasonable. *Garabedian v. Los Angeles Cellular*
23 *Telephone Company* (2004) 118 Cal.App.4th 123, 128. A percentage calculation is
24 permitted in common fund cases. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480,
25 503.

1 In the instant case, fees are sought pursuant to the percentage method, as cross-
2 checked by lodestar. (Motion for Attorney Fees at pp. 4-10.) The \$6,616,666.67 fee
3 request is approximately one-third of the Gross Settlement Amount. The notice expressly
4 advised class members of the fee request, and no one objected on that basis. (Thomas
5 Decl. filed October 18, 2022, ¶9 and Exhibit A thereto.)

6 A lodestar is calculated by multiplying the number of hours reasonably expended
7 by the reasonably hourly rate. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084,
8 1095-1096 (*PLCM*). “Generally, ‘[t]he lodestar is calculated using the reasonable rate
9 for comparable legal services in *the local community* for noncontingent litigation of the
10 same type, multiplied by the reasonable number of hours spent on the case.’ ”
11 *Environmental Protection Information Center v. Dept. of Forestry & Fire Protection*
12 (2010) 190 Cal.App.4th 217, 248, quoting *Nichols v. City of Taft* (2007) 155
13 Cal.App.4th 1233, 1242-1243.

14 As to the reasonableness of the rate and hours charged, trial courts consider
15 factors such as “the nature of the litigation, its difficulty, the amount involved, the skill
16 required in its handling, the skill employed, the attention given, the success or failure,
17 and other circumstances.” *PLCM, supra*, 22 Cal.4th at p. 1096. “The evidence should
18 allow the court to consider whether the case was overstaffed, how much time the
19 attorneys spent on particular claims, and whether the hours were reasonably expended.”
20 *Christian Research Institute v. Alnor* (2008) 165 Cal.App.4th 1315, 1320.

21 Attorney Davis represents that the hourly rates of the Gianelli & Morris attorneys
22 who worked on this matter range from \$675 to \$900 per hour, and were awarded by
23 courts in other class actions that this counsel litigated against insurance providers. (Decl.
24 of Joshua S. Davis ISO Attorney Fees, ¶¶40-43.) He represents that his firm spent
25 3,945.35 hours on the action for a lodestar of \$2,995,612.50. (*Id.* at ¶48.)

1 In addition, attorney Marron represents that the hourly rates of the Law Offices of
2 Ronald A. Marron attorneys who worked on this matter range from \$490 to \$815 per
3 hour (with \$225 per hour for paralegals), and have been awarded by courts in other class
4 actions. (Decl. of Ronald A. Marron ISO Attorneys' Fees, ¶¶ 9, 13.) He represents that
5 his firm spent 531.6 hours on the action for a lodestar of \$343,033.50. (*Id.* at ¶48.)

6 Based on the representations of Class Counsel, the combined lodestar for
7 4,476.95 hours of work between the two firms is \$3,338,646, implying a multiplier of
8 1.98. Counsel contends that they devoted substantial time and effort to this action and
9 litigated it for more than six years, which included a trial on Allianz's *res judicata*
10 defense, the motion for class certification, and opposing two summary judgment
11 motions, as well as the work done in discovery, which included the review of about
12 40,480 pages of documents, taking the depositions of Defendant's employees and
13 witnesses, defending the depositions of the Class Representatives, and consultation with
14 experts regarding two-tiered annuities, Allianz's ESI, the Class data, damage modeling,
15 class member damage calculations and settlement distribution. (Davis Decl. ISO
16 Attorney Fees, ¶¶34-38.) Neither of the Class Counsel firms has provided its actual time
17 records with this motion, stating they will be made available upon request and will be
18 brought to the hearing on this Motion. (*Id.* at ¶33.) Without specific detail as to the
19 tasks and hours undertaken on the case and why they were reasonably necessary, there
20 can be no meaningful lodestar crosscheck.

21 The Ninth Circuit maintains a well-established "benchmark for an attorneys' fee
22 award in a successful class action [as] twenty-five percent of the entire common
23 fund." *Williams v. MGM-Pathe Commc'ns Co.*, 129 F.3d 1026, 1027 (9th Cir.
24 1997). Those courts generally start with the 25% benchmark and adjust upward or
25 downward depending on: the extent to which class counsel "achieved exceptional results

1 for the class," whether the case was risky for class counsel, whether counsel's
2 performance "generated benefits beyond the cash settlement fund," the market rate for
3 the particular field of law (in some circumstances), the burdens class counsel experience
4 while litigating the case (e.g., cost, duration, foregoing other work), and whether the case
5 was handled on a contingency basis." *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d
6 934, 954-55 (9th Cir. 2015) (quoting *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048-
7 50 (9th Cir. 2002)); *Rabin v. PricewaterhouseCoopers LLP* (N.D.Cal. Feb. 3, 2021, No.
8 16-cv-02276-JST) 2021 U.S. Dist. LEXIS 41285, at *20-21.

9 The Court has handled this matter since approximately 2017. It has been
10 vigorously litigated by very experienced counsel on both sides. The work done by Class
11 Counsel reflected their experience and expertise in insurance cases involving annuities.
12 Plaintiffs' counsel took this case on a contingency and had no guarantee of an outcome,
13 particularly given the *Mooney* case. There is a degree of monetary recovery for class
14 members who have yet to annuitize but who do so in the time periods specified in the
15 settlement. The fee request represents a reasonable percentage of the total funds paid by
16 Defendant in these circumstances. Accordingly, the Court awards fees in the amount of
17 \$6,616,666.67.

18 Fee Split: Class Counsel entered into a written agreement that provided fees
19 awarded by the Court will be split by Class Counsel as follows: 75% of the fees to
20 Gianelli & Morris, ALC, and 25% of the fees to the Law Offices of Ronald Marron.
21 Both Diane V. Sanchez and Jules Confino consented in writing to the fee split as part of
22 their retainer agreements with Class Counsel. (Davis Decl. ISO Attorney Fees, ¶57.)

23 Class Counsel requests \$332,571.79 in costs. This is less than the \$337,351.74
24 cap provided in the settlement agreement (¶44). The amount was disclosed to Class
25 Members in the Notice, and no objections to it were received. (Thomas Decl. filed

1 October 18, 2022, ¶9 and Exhibit A thereto.) Costs include: expert consultation fees
2 (\$181,966.25), class certification administrator notice (\$46,621.13), and mediation fees
3 (\$17,750). (Davis Decl. ISO Attorney Fees, ¶153; Marron Decl. ISO Attorneys' Fees,
4 ¶10.)

5 The costs appear to be reasonable and necessary to the litigation, are reasonable
6 in amount, and were not objected to by the class.

7 For all of the foregoing reasons, costs of \$332,571.79 are approved.

8
9 **E. SERVICE AWARDS TO CLASS REPRESENTATIVES**

10 A service (or incentive) fee award to a named class representative must be
11 supported by evidence that quantifies the time and effort expended by the individual and
12 a reasoned explanation of financial or other risks undertaken by the class representative.
13 The Eleventh Circuit has held that such awards are foreclosed by Supreme Court
14 precedent. *See Johnson v. NPAS Sols., LLC* (11th Cir. 2020) 975 F. 3d 1244, 1259-1260.
15 This view, however, has not been adopted to date in the Ninth Circuit or the California
16 state courts. *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785,
17 806-807. Criteria the courts may consider in determining whether to make an incentive
18 award include: (1) the risk to the class representative in commencing suit, both financial
19 and otherwise; (2) the notoriety and personal difficulties encountered by the class
20 representative; (3) the amount of time and effort spent by the class representative; (4) the
21 duration of the litigation and; (5) the personal benefit (or lack thereof) enjoyed by the
22 class representative as a result of the litigation. (Citations.)”]. *Cellphone Termination*
23 *Cases* (2010) 186 Cal.App.4th 1380, 1394-1395. The theory of these awards is that
24 absent same, lead plaintiffs could have unreimbursed out of pocket expenses or that

1 there would be no plaintiff at all. See *In Re Continental Securities Litigation* (7th Cir.
2 1992) 962 F. 2d 566, 571.

3 The Class Representatives request enhancement awards of \$15,000 each, totaling
4 \$30,000. (Motion for Attorney Fees at 11:21-22.) They urge that the awards are
5 appropriate for the following reasons:

6 Plaintiff Sanchez represents that her contributions to the action include: reviewing
7 and responding to her attorneys' requests for documentation and information throughout
8 the lawsuit, searching for and producing responsive documents, obtaining financial
9 records from her financial institutions, meeting with her attorney to discuss the case
10 status, having her deposition taken by Defendant on September 5, 2019, preparing a
11 declaration in support of the class certification motion, and reviewing the settlement.
12 She estimates spending a total of 125 to 150 hours on the action. (Declaration of Diane
13 Sanchez ISO Attorney Fees, ¶¶ 8-18.)

14 Plaintiff Confino represents that his contributions to the action include: preparing
15 a declaration in support of the class certification motion, responding to various written
16 discovery including requests for production of documents, having his deposition taken
17 on October 22, 2019, and reviewing the settlement. He estimates spending
18 approximately 55 hours on the lawsuit. (Declaration of Jules Confino ISO Attorney
19 Fees, ¶¶ 7-12.)

20 Although there is a wide variation in the amounts to be paid to class members, the
21 amounts sought as incentive payments are well in excess of the average payment.
22 (\$1284). In the Ninth Circuit, \$5,000 is presumptively reasonable. See *Rabin v.*
23 *PricewaterhouseCoopers LLP* 2021 U.S. Dist. LEXIS 41285 (N.D. Cal. 2021) *28. In
24 this Court's experience, \$5,000 is also routinely awarded in state court except where
25

1 extraordinary risk was undertaken or extraordinary work was done by the named
2 plaintiff.

3 Neither plaintiff indicates exposure to any risk, such as potential liability for costs
4 if the case did not settle. The work done was, in some respects, that which any plaintiff
5 would have to do in a case (i.e. provide documents to counsel, meeting with counsel, and
6 having a deposition taken). There was, however, attention to be paid to the details of a
7 rather complex settlement and the necessity to be involved with the case from its
8 inception in 2015. In light of the above-described contributions to this action, and in
9 acknowledgment of the benefits obtained on behalf of the class, a \$7,000 service award
10 to each Plaintiff is reasonable and approved.

11 F. SETTLEMENT ADMINISTRATION COSTS

12 The Settlement Administrator, KCC Class Action Services, LLC, requests
13 \$120,000 in compensation for its work in administrating this case. (Decl. of Alexander
14 Thomas filed August 8, 2022, ¶4.) At the time of preliminary approval, costs of
15 settlement administration were estimated at \$120,000 (¶59). Class Members were
16 provided with notice of this amount and did not object on this basis. (Thomas Decl.
17 filed October 18, 2022, ¶9 and Exhibit A thereto.)

18 Accordingly, settlement administration costs are approved in the amount of
19 \$120,000.

21 IV. CONCLUSION AND ORDER

22 The Court hereby:

- 23 (1) Grants class certification for purposes of settlement;
- 24 (2) Finds the notice met the requirements of due process;
- 25 (3) Grants final approval of the settlement as fair, adequate, and reasonable;

- 1 (4) Awards \$6,616,666.67 in attorney fees to Class Counsel, Gianelli & Morris and
2 Law Offices of Ron Marron;
- 3 (5) Awards \$332,571.79 in litigation costs to Class Counsel;
- 4 (6) Awards \$7,000 each as Class Representative Service Awards to Diane Sanchez
5 and Jules Confino;
- 6 (7) Awards \$120,000 in settlement administration costs to KCC Class Action
7 Services, LLC;
- 8 (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling
9 and containing the class definition, full release language, and the names of the
10 class members who opted out by December 30, 2022;
- 11 (9) Orders class counsel to provide notice to the class members pursuant to
12 California Rules of Court, rule 3.771(b); and
- 13 (10) Sets a Non-Appearance Case Review re: Final Report re: Distribution of
14 Settlement Funds for July 1, 2024 at 8:30 a.m. Final Report is to be filed five
15 court days in advance.

16
17 Dated: 12/14/22



18 MAREN E. NELSON

19 Judge of the Superior Court
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EXHIBIT 33

Law Offices of James M. Sitkin
Attn: Sitkin III, James M
One Kaiser Plaza
Suite 505
Oakland, CA 94612____

Fisher & Phillips LLP
Attn: Giamela, Lonnie D
444 S. Flower Street
Suite 1590
Los Angeles, CA 90071

Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse

Helmick Plaintiff/Petitioner(s) VS. Air Methods Corporation	No. <u>RG13665373</u> Order Motion for Attorney Fees Granted
Defendant/Respondent(s) (Abbreviated Title)	


The Motion for Attorney Fees was set for hearing on 10/14/2020 at 09:00 AM in Department 21 before the Honorable Winifred Y. Smith. The Tentative Ruling was published and has not been contested.

IT IS HEREBY ORDERED THAT:

The tentative ruling is affirmed as follows: The motion of plaintiffs for final approval of class settlement is **GRANTED**. The motion of plaintiffs for award of attorneys' fees is **GRANTED** for one third of the 2020 final settlement of approximately \$78,000,000 plus one third of the 2018 partial settlement with an interest adjusted value of \$5,021,768. The motion of plaintiffs for award of costs is **GRANTED** in the amount of \$805,539.25. The motion of plaintiffs for award of service payments is **GRANTED** in the total amount of \$110,000.00.

The court will issue a separate order. All dates will run from the filing of the second order.

Dated: 10/14/2020

Facsimile


Judge Winifred Y. Smith

SHORT TITLE: Helmick VS Air Methods Corporation	CASE NUMBER: RG13665373
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ADDITIONAL ADDRESSEES

Schneider Wallace Cottrell Konecky LLP
Attn: Schneider, Todd M.
2000 Powell St.
Suite 1400
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FISHTER & PHILLIPS LLP
Attn: Ahearn, Christopher M.
2050 Main Street
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Irvine, CA 92614

EXHIBIT 34

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FILED
Superior Court of California
County of Los Angeles

OCT 21 2019

Sherri R. Carter, Executive Officer/Clerk of Court

By Aldwin Lim Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Coordination Proceeding Special Title
(Rule 1550(b))

WACKENHUT WAGE AND HOUR CASES

Included Cases:

Lubin v. Wackenhut Corp.
Los Angeles County Superior Court
Case No. BC 326996

Maresca v. Wackenhut Services, Inc.
Los Angeles County Superior Court
Case No. BC 373415

Denton v. The Wackenhut Corp.
Orange County Superior Court
Case No. 00180014

**Judicial Council Coordination Proceeding
No. 4545**

*Assigned for all purposes to the
Hon. William F. Highberger, Dept. 10
(formerly CCW Dept. 322)*

CLASS ACTION

W JUDGMENT

~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND AWARDED
ATTORNEYS' FEES, COSTS,
ENHANCEMENT AWARDS, AND
SETTLEMENT ADMINISTRATION
FEES

RECEIVED
LOS ANGELES SUPERIOR COURT

OCT 11 2019

S. DREW

11/25/2019

1 The Motion for Final Approval of Class Action Settlement and the Motion for Attorneys'
2 Fees, Costs, Enhancement Awards, and Settlement Administration Fees came on for hearing
3 before this Court on October 21, 2019, at 11:00 a.m., the Honorable William F. Highberger
4 presiding. Defendant The Wackenhut Corporation (now known as G4S Secure Solutions (USA)
5 Inc.) ("Defendant") did not oppose either Motion. Howard Z. Rosen and Jason C. Marsili of
6 Rosen Marsili Rapp LLP; Emily P. Rich of Weinberg, Roger & Rosenfeld; and Greg Mauro of
7 James R. Hawkins, APLC (collectively "Class Counsel"); appeared on behalf of Representative
8 Plaintiffs Nivida Lubin, Sylvia M. Maresca, and Kevin Denton ("Plaintiffs") and the Certified
9 Class. Stephen E. Ronk and Linh T. Hua of Gordon, Rees, Scully, Mansukhani, LLP; and
10 Miriam A. Vogel, Karen J. Kubin, and David P. Zins of Morrison & Foerster LLP; appeared on
11 behalf of Defendant. The Court, having considered the papers and supporting documentary
12 evidence submitted in support of the Motions, and having received no objections to the
13 Settlement, hereby finds and ORDERS AS FOLLOWS:

14 INTRODUCTION

15 1. For the reasons set forth in the Preliminary Approval Order and stated herein, the
16 Court finds that the requirements of Rule 3.769 of the California Rules of Court have been
17 satisfied. The Court hereby adopts and incorporates by reference the terms and conditions set
18 forth in the "Class Action Settlement Agreement" ("Settlement" or "Settlement Agreement"),
19 attached as Exhibit B to the Declaration of Jason C. Marsili in Support of Plaintiffs' Motions.

20 2. The Court finds that it has jurisdiction over the subject matter of the action and
21 over all Parties to the action, including members of the certified Class as defined in paragraph 5
22 of the Settlement Agreement.

23 NOTICE TO CLASS MEMBERS

24 3. The Court finds that Notice was accomplished in the manner prescribed by the
25 Settlement Agreement and the Preliminary Approval Order. Class Members were provided
26 Notice of the Settlement by regular first class U.S. Mail, email, and text messaging. Class
27 Members were also provided with reminder postcards by regular first class U.S. Mail and also
28 received telephone call reminders of the Settlement. The methods used for distributing the Notice

1 were reasonably calculated to reach all Class Members who shall be bound by the Settlement, and
2 no additional method of distribution would have been more likely to notify Class Members who
3 may not have received Notice.

4 4. Class Members were afforded 60 days from the date Notice was first distributed to
5 submit a Claim Form or object to the Settlement. Given the various methods of Notice provided
6 throughout the 60-day period, Class Members were given a full and fair opportunity to consider
7 the terms of the Settlement and make an informed decision as to whether to participate or object.

8 5. The Court finds that the Notice was clear, organized, and accurately informed
9 Class Members of the terms of the Settlement, how their settlement share would be calculated,
10 how to receive their share of the Settlement, their right to object to the Settlement, and their right
11 to appear in person or by counsel at the final approval hearing.

12 6. The Notice procedure afforded adequate protections to Class Members and
13 provides the basis for the Court to make an informed decision regarding approval of the
14 Settlement based on the Class Members' responses. The Court finds and determines that the
15 Notice provided was the best notice practicable, which satisfies the requirements of law and due
16 process.

17 CLASS MEMBER RESPONSE

18 7. The response of the Class Members to the Settlement supports final approval. As
19 provided by the Settlement Administrator, 63.68% of the Class submitted valid and timely Claim
20 Forms, and no Class Members objected to the Settlement. This high claims rate and the lack of
21 objections strongly reinforce the presumption that the terms of the Settlement are favorable to the
22 Class Members.

23 ADEQUACY OF THE SETTLEMENT

24 8. The Court finds that the Settlement is fair, reasonable, adequate, and in the best
25 interest of the Class Members when balanced against the risk, uncertainty, and duration of further
26 litigation. The Court is confident that sufficient investigation and discovery have been conducted,
27 such that counsel for both Parties were able to evaluate all of the factual and legal arguments
28 which informed their settlement positions. The Settlement was reached as a result of intensive,

1 conclusive, arm's-length negotiations by experienced class action counsel, utilizing an
2 experienced third-party neutral mediator.

3 9. The Court has considered all evidence presented, including evidence regarding the
4 strength of Plaintiffs' case, the likely duration of further litigation, the amount offered in
5 settlement, the extent of investigation and discovery completed, the experience and views of
6 counsel, and the continued efforts by Class Counsel since preliminary approval. The Parties have
7 provided the Court with sufficient information about the nature and magnitude of the claims
8 being settled, as well as the impediments to recovery, to make an independent assessment of the
9 reasonableness of the terms to which the Parties have agreed.

10 10. Accordingly, the Court hereby GRANTS final approval of the Settlement as set
11 forth in the Settlement Agreement and hereby directs implementation of all remaining terms,
12 conditions, and provisions of the Settlement Agreement. After considering the monetary
13 recovery provided by the Settlement in light of the challenges posed by continued litigation, the
14 Court concludes that the settlement provides Class Members with fair and adequate relief.

15 11. Defendant shall pay Class Members pursuant to the procedure described in the
16 Settlement Agreement. Defendant shall have no further liability for costs, expenses, interest,
17 attorneys' fees, or for any other charge, expense, or liability, except as provided in the Settlement
18 Agreement and stated herein.

19 **RELEASE OF CLAIMS**

20 12. Final approval shall apply to all members of the Class, as set forth in paragraph 5
21 of the Settlement Agreement, defined as: "all current and former non-exempt security officers
22 employed by Defendant in California during period from January 7, 2001 to and including
23 December 1, 2010, who did not opt out of the class previously certified on March 3, 2010 by the
24 Court in the Action."

25 13. By operation of the entry of this Order and pursuant to the Settlement Agreement
26 as set forth in paragraph 30, all Class Members release and forever discharge Defendant and the
27 Released Parties from the Released Claims for the Class Period, which preclude Class Members
28

1 from participating in any other class, collective, or representative action that covers the Released
2 Claims for the Class Period, in whole or in part.

3 14. Additionally, Representative Plaintiffs release and forever discharge Defendant
4 and the Released Parties from all claims as set forth in paragraph 31 of the Settlement Agreement.

5 15. All Class Members have had a full and fair opportunity to exclude themselves
6 from the Class and have been given a full and fair opportunity to participate in the final approval
7 hearing. Accordingly, the terms of the Settlement Agreement and of this Order shall be binding
8 on all Class Members.

9 **PAYMENT OF CIVIL PENALTIES (PAGA)**

10 16. The payment of civil penalties under the Private Attorneys General Act (PAGA) in
11 the amount of \$4,466,666.67, is hereby approved. Seventy-Five Percent (75%), or \$3,350,000,
12 shall be paid to the California Labor and Workforce Development Agency (LWDA). The
13 remaining Twenty-Five Percent (25%), or \$1,116,666.67, shall be allocated to the Class
14 Members.

15 **ATTORNEYS' FEES AND COSTS**

16 17. The Court hereby awards attorneys' fees to Class Counsel in the amount of
17 \$43,246,400.79 based on the lodestar-multiplier method. The Court has reviewed the time record
18 summaries from Class Counsel and finds the lodestar of \$18,802,782.95 to be reasonable. The
19 Court finds that the 25,450.96 hours expended by Class Counsel over a period of 14 years were
20 reasonably necessary to achieve this substantial benefit for the Class Members. The action has a
21 long and extensive procedural history comprising four certification motions, the coordination of
22 multiple cases, three writs of mandate, three previous attempts at informal resolution, two
23 petitions for review to the California Supreme Court, one appeal with a 23-volume appellate
24 record, numerous discovery disputes, extensive trial preparation including jury instructions and
25 motions in limine, and a commensurate amount of law and motion practice.

26 18. The Court further recognizes the opposition facing Class Counsel over the course
27 of 14 years from seven different law firms. In doing so, the Court finds that the efforts of Class
28 Counsel were not duplicative and that the work performed added value to the case, all of which

11/25/2019

1 was reasonably necessary to providing Representative Plaintiffs and the Class Members with a
2 favorable outcome.

3 19. The Court finds that the hourly rates of Class Counsel are consistent with the
4 prevailing rates in the Los Angeles area and are in line with rates typically approved in wage and
5 hour class action litigation (hourly rates for partners range between \$595 and \$915; hourly rates
6 for associates range between \$295 and \$595). These hourly rates were previously awarded as
7 reasonable and consistent with the market for legal services of this type and quality in a related
8 case against Defendant.

9 20. The Court finds that a multiplier of 2.3x is justified and shall be applied to the
10 lodestar for several reasons. The action presented many difficult and novel issues pertaining to
11 general class action standards and specific California wage and hour issues, which resulted in a
12 published appellate decision addressing the permissible use of statistics in class actions and the
13 procedural requirements for the provision of on-duty meal periods. Class Counsel demonstrated
14 significant skill and experience in litigating against the seven defense firms associated to
15 represent Defendant over the course of 14 years. The Court acknowledges that the litigation
16 required Class Counsel to expend significant amounts of time that could have been spent on other
17 fee-generating matters, and the contingent risk of losing and obtaining no benefit was genuine.

18 21. The Court hereby awards litigation costs and expenses to Class Counsel in the
19 amount of \$643,796.40. Class Counsel has demonstrated that the costs were necessary in
20 connection with the prosecution of this litigation and were incurred for the benefit of the Class
21 over the course of 14 years.

22 **SETTLEMENT ADMINISTRATION FEES**

23 22. The Court approves the expenses of the Settlement Administrator, CPT Group,
24 Inc., in the amount of \$247,000 for the execution of its duties and responsibilities under the
25 Settlement Agreement.

26 **ENHANCEMENT AWARDS TO PLAINTIFFS**

27 23. The Court hereby awards Enhancement Awards of \$25,000 to each of the
28 Representative Plaintiffs—Nivida Lubin, Sylvia M. Maresca, and Kevin Denton—for their

1 services on behalf of the Class and their efforts in prosecuting the Class claims. The Court finds
2 that Plaintiffs' investment and commitment to the litigation for an extensive length of time
3 ensured adequate and zealous advocacy on behalf of the Class. The enhancement awards are also
4 reasonable as compensation for Plaintiffs' general release of claims and the reputational risk that
5 Plaintiffs have assumed in bringing actions against an employer.

6 **FURTHER PROCEEDINGS**

7 24. Without affecting the finality of the Court's judgment in any way, the Court
8 retains jurisdiction over this matter for purposes of resolving issues relating to the interpretation,
9 administration, implementation, effectuation, and enforcement of the Settlement. Nothing in this
10 Final Approval Order shall preclude any action to enforce the Parties' obligations under the
11 Settlement or under this Order, including the requirement that Defendant make the settlement
12 payments in accordance with the terms of the Settlement.

13 25. Class Counsel shall provide a final accounting to the Court by June 5, 2020,
14 including a declaration from the Settlement Administrator attesting to the payment of the
15 Settlement funds, the number and amount of uncashed Settlement Payments, and the distribution
16 of the residual monies.

17 26. The Court orders that 10% of the attorneys' fees awarded herein be maintained in
18 an interest bearing account by the Settlement Administrator pending the submission and approval
19 of the final accounting.

20 27. Pursuant to Code of Civil Procedure section 384, any residual monies from
21 Individual Settlement Payments remaining uncashed 180 days after issuance by the Settlement
22 Administrator shall be voided and distributed, plus any interest accrued thereon, to Legal Aid at
23 Work.

24 28. The Court Orders a Final Report Hearing to be set on 6/12/2020 @ 11 am
25 or as soon thereafter as is convenient for the Court. Report due 6/5/2020.

26 **Dated:** October 21, 2019

27 
28 Hon. William F. Highberger
JUDGE OF THE SUPERIOR COURT

EXHIBIT 35

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FILED
San Francisco County Superior Court

APR -7 2022

CLERK OF THE COURT
BY: *L. W. Zahena*
Deputy Clerk

Additional Class Counsel listed on the next page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

COORDINATION PROCEEDING
SPECIAL TITLE [Rule 1550 (b)]

JCCP NO. CJC-07-004502

ABM INDUSTRIES OVERTIME CASES

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL AND ENTERING
JUDGMENT**

This Document Relates to: All Actions

Date: March 28, 2022
Time: 2:00 p.m. (Virtual)
Dept.: 303
Judge: Hon. Suzanne R. Bolanos

Complaint Filed: April 7, 2006

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16 Class Counsel and Attorneys for Plaintiffs
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1 Plaintiffs and Class Representatives Alejandro Bucio, Adriana Salcedo, Fatima Davila,
2 Carlos Martinez, Maria Lopez, Reina Rodriguez, Verence Godoy, Ana L. Solorio, Vivian
3 Barnes, and Esteban Huerta have filed a Motion for Final Approval of Class Action Settlement,
4 which is not opposed by Defendants ABM Industries, Incorporated, ABM Janitorial Services,
5 ABM Janitorial Services, Inc., ABM Janitorial Services—Northern California, American
6 Building Maintenance Co., and ABM Industry Groups, LLC (collectively “ABM”). On March
7 25, 2022, the Court vacated the March 28, 2022 Final Approval Hearing regarding the proposed
8 Settlement that is the subject of this motion. The Court indicated that it intended to approve the
9 Final Settlement without a hearing.

10 The Court has reviewed the papers and documents submitted in this action, including the
11 Class Action Settlement Agreement and Release and Addendum to Class Action Settlement
12 Agreement (collectively “Settlement Agreement”), the memoranda and declarations submitted by
13 Plaintiffs, and makes the following findings: this case involves sharply disputed factual and legal
14 issues, there is significant risk to both parties with further litigation of the claims, and the
15 Settlement provides substantial benefits to the Class Members. The settlement of claims under
16 the Private Attorneys General Act (“PAGA”) is fully consistent with the enforcement purposes of
17 the Act and the California Labor and Workforce Development Agency (“LWDA”). The Court
18 further finds that the proposed Settlement is the product of arm’s length negotiations between the
19 parties. Based on the foregoing, the Court finds that the proposed Settlement is fair, reasonable
20 and adequate, and Plaintiffs’ request for attorneys’ fees, costs, and service awards to be fair,
21 reasonable, and appropriate.

22 Good cause appearing therefor, the Court GRANTS Plaintiffs’ Motion for Final Approval
23 and ADJUDGES, DECREES, and ORDERS as follows:

24 1. **Defined Terms.** The Court adopts the defined terms set forth in the Settlement
25 Agreement, which is fully incorporated herein by reference, for purposes of this Final Order and
26 Judgment (“Order”), unless otherwise specified. All terms defined in the Settlement Agreement
27 shall have the same meaning as set forth in the Settlement Agreement.

28

1 2. **Settlement Agreement.** The Settlement Agreement is in all respects fair,
2 adequate, and reasonable, consistent and in compliance with all applicable requirements of the
3 California Code of Civil Procedure, the California and United States Constitutions (including the
4 due process clauses), PAGA, the California Rules of Court and any other applicable law, and in
5 the best interests of each of the Parties and the Class Members. The Parties and the third party
6 Settlement Administrator have adequately performed all obligations under the Settlement
7 Agreement which have already arisen.

8 3. **Class Notice.** Class Notice was provided to Class Members in compliance with
9 the Settlement Agreement. The Class Notice and notice methodology implemented (i)
10 constituted the best practicable notice; (ii) constituted notice that was reasonably calculated to
11 apprise Class Members of the pendency of the Action and the proposed Settlement, their right to
12 object to the proposed Settlement and their right to appear at the Final Approval Hearing; (iii)
13 were reasonable and constituted due, adequate, and sufficient notice to all persons entitled to
14 receive notice; and (iv) met all applicable requirements of the California Code of Civil
15 Procedure, the California and United States Constitutions (including the due process clauses), the
16 California Rules of Court and any other applicable law.

17 4. **Representation.** Plaintiffs and Class Counsel adequately represented the Class
18 Members for purposes of entering into and implementing the settlement.

19 5. **Settlement Class.** The Settlement Class is defined as follows and includes the
20 four Subclasses:

21 All current or former janitorial employees who were employed by
22 ABM Industries, ABM Industries Incorporated, ABM Janitorial
23 Services – Northern California, American Building Maintenance
24 Co., or ABM Industry Groups, LLC (collectively, “ABM”) in
California during the period from April 7, 2002 to April 30, 2013.
The four subclasses are:

25 **Unpaid Time/Meal Period Subclass:** ABM employees who
26 suffered an automatic deduction of a half-hour although the
27 employee actually worked through all or part of the deducted meal
28 period.

1 **Unpaid Meal Premium Subclass:** ABM employees who were not
2 paid premium meal period wages when they (1) worked shifts of at
3 least five hours without being provided an uninterrupted meal
4 period of at least 30 minutes; (2) worked shifts of at least ten hours
5 without being provided a second uninterrupted meal period of at
6 least 30 minutes; or (3) were provided with a first meal period after
7 the fifth hour of work.

8 **Unpaid Split-Shift Premium Subclass:** ABM employees who
9 were scheduled or required in a workday to work two or more shifts
10 separated by a period of time that was not a bona fide meal period,
11 but were not paid an additional hour of wages for each instance
12 they were scheduled for a break greater than one hour.

13 **Reimbursement Subclass:** ABM employees who were not
14 reimbursed for expenses that were necessary to carry out their
15 duties, including the use of their own vehicles to travel between
16 jobsites, or transport ABM supplies or equipment.

17 6. **PAGA Employees.** PAGA Employees is defined as “those janitorial employees
18 who worked in California for Defendants during the PAGA Settlement Period.” The PAGA
19 Settlement Period is the time period from November 15, 2005 to July 18, 2021.

20 7. **Adequacy.** Pursuant to California law, the Court hereby grants final approval of
21 the Settlement and finds that it is fair, adequate, and reasonable, and in the best interests of the
22 Class Members as a whole. More specifically, the Court finds that the Settlement was reached
23 following meaningful discovery and investigation conducted by Class Counsel; that the
24 Settlement is the result of serious, informed, adversarial, and arm’s length negotiations between
25 the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable.
26 In so finding, the Court has considered all of the evidence presented, including evidence
27 regarding the strength of Plaintiffs’ claims; the risk, expense, and complexity of the claims
28 presented; the likely duration of further litigation; the Settlement amount; the extent of
 investigation and discovery completed; and the experience and views of Class Counsel. The
 Court has further considered the absence of objections to the Settlement submitted by Class
 Members and the two work week disputes submitted by Class Members. The Court
 acknowledges that one objection was submitted to the PAGA settlement by a non-PAGA
 Employee and non-Class Member but that objection was withdrawn prior to the final approval

1 hearing. Accordingly, the Court hereby directs that the Settlement be affected in accordance with
2 the Settlement Agreement and the terms and conditions set forth herein.

3 8. **Binding Effect of Order.** A full opportunity has been afforded to Class Members
4 to participate in the Final Approval Hearing, and all Class Members and other persons wishing to
5 be heard have been heard. Accordingly, this Order applies to all claims or causes of action
6 identified in the Settlement Agreement and binds all Class Members, the LWDA, and PAGA
7 Employees. This Order does not bind those individuals who filed timely and valid requests for
8 exclusion in response to the 2018 Notice of Class Certification, specifically:

9 John J. Bacho	John E. McSweeney
10 Lloyd Cooper, Jr.	Gregory M. Mooney
Cirilo V. Fuentes	Martha E. Rivas
11 Sugey D. Jaimes	Korina Rodriguez
Lin Li	Juana Sanchez
12 Maria R. Lopez	Chi W. Tsang

13 9. **Class Release.** Plaintiffs and all Class Members are (a) deemed to have
14 discharged and released ABM and all Released Parties as specified in the Settlement Agreement
15 from all claims arising out of or relating to any act, omission, or other conduct as provided under
16 the Settlement Agreement; and (b) barred and permanently enjoined from asserting, instituting,
17 or prosecuting, either directly or indirectly, such released claims. The full terms of the releases
18 described herein are set forth in the Settlement Agreement and are incorporated herein by
19 reference.

20 10. **PAGA Released Claims.** The PAGA Released Claims encompass all claims
21 arising during the PAGA Release Period, i.e., November 15, 2005 through July 18, 2021, that
22 resulted from violations of:

23 Labor Code section 201 for failure to pay all wages earned and
24 unpaid at the time of discharge; violations of Labor Code section
25 202 for failure to pay all wages earned within 72 hours of quitting;
26 violations of Labor Code section 203 for failure to pay penalties
27 owed to employees; violations of Labor Code section 204 for
28 failure to pay all wages earned on a semi-monthly basis; violations
 of Labor Code section 206 for failure to pay all wages due, without
 condition and within the time set by the applicable article, all
 wages, or parts thereof, conceded to be due; violations of Labor

1 Code section 216 for willfully refusing to pay wages due and
2 payable after demand was made; violations of Labor Code section
3 223 for secretly paying a lower wage while purporting to pay the
4 wage designated by statute; violations of Labor Code section 226
5 for failure to provide accurate wage statements and failure to
6 maintain records; violations of Labor Code section 226.7 for failure
7 to provide and/or failure to timely provide meal periods and/or rest
8 breaks; violations of Labor Code section 510 for failing to
9 compensate for overtime; violations of Labor Code section 512 for
10 failure to provide a meal period; violations of Labor Code sections
11 551, 552, and 553 for failure to ensure that employees receive one
12 day off per week; violations of Labor Code section 1174 for failure
13 to maintain required records; violations of Labor Code section 1194
14 for failure to pay minimum and/or overtime wages for all hours
15 worked; violations of Labor Code sections 1197 and 1197.11 for
16 failure to pay at least the minimum wage for all hours worked and a
17 failure to maintain records (including but not limited to split shift
18 premiums); violations of Labor Code section 1198 for violations of
19 maximum hours worked; violations of Labor Code section 1199 for
20 violations, refusal or neglect to comply with the wages hours and
21 working conditions chapter of the Labor Code, or any order or
22 ruling of the commission; and violations of Labor Code section
23 2802 for a failure to indemnify for all necessary expenditures or
24 losses incurred by employees (collectively, the "PAGA Released
25 Claims").

26 The full terms of the PAGA Release are set forth in the Settlement Agreement and are
27 incorporated herein by reference.

28
11. **Relief.** Pursuant to the terms of the Settlement Agreement, ABM shall deposit the
Gross Settlement Amount of One Hundred Forty Million Dollars (\$140,000,000.00) into a
Qualified Settlement Fund within ten (10) calendar days of the Effective Date of the Settlement.
No later than fifteen (15) business days of the Effective Date, the Settlement Administrator shall
release the total amount of payments due to Plaintiffs, the LWDA, PAGA Employees, Class
Counsel and Class Members as set forth below.

12. **Service Award.** Alejandro Bucio, Adriana Salcedo, Fatima Davila, Carlos
Martinez, Maria Lopez, Reina Rodriguez, Verence Godoy, Ana L. Solorio, Vivian Barnes, and
Esteban Huerta are hereby confirmed as Class Representatives. A total service award of Two
Hundred Twenty Five Thousand Dollars (\$225,000.00), reflecting a payment of Twenty-Five

1 Thousand Dollars (\$25,000.00) for each of the Class Representatives out of the Gross Settlement
2 Amount shall be awarded to the Class Representatives. The Settlement Administrator shall pay
3 said amount with the disbursement to the Class Members.

4 13. **PAGA Payment.** The Court approves the allocation of Ten Million Dollars
5 (\$10,000,000.00) from the Gross Settlement Amount as PAGA penalties (“PAGA Allocation”)
6 and orders the Settlement Administrator to distribute 75% of the PAGA Allocation to the
7 LWDA, and the remaining 25% of the PAGA Allocation to the PAGA Employees in conformity
8 with the terms of the Settlement Agreement. Class Counsel provided notice of the settlement to
9 the LWDA on February 23, 2022 and February 24, 2022. Although such notice was not required
10 since this action was filed before 2016 (*Pena v. Taylor Farms Pacific, Inc.* (E.D. Cal. Mar. 10,
11 2021) 2021 WL 916257, at p. 7 fn. 1; *Borelli v. Black Diamond Aggregates, Inc.* (E.D. Cal. Nov.
12 4, 2021) 2021 WL 5139610, at p. *8), the Court finds that Class Counsel nonetheless complied
13 with California Labor Code section 2699(1)(2). The PAGA Allocation is fair, reasonable, and
14 adequate in view of PAGA’s purposes to remediate present labor law violations, deter future
15 ones, and to maximize enforcement of state labor laws. (*See Williams v. Superior Court* (2018) 3
16 Cal.5th 531, 546 [PAGA “sought to remediate present violations and deter future ones”]; *Arias*
17 *v. Superior Court* (2009) 46 Cal.4th 969, 980 [the declared purpose of PAGA was to augment
18 state enforcement efforts to achieve maximum compliance with labor laws].)

19 As noted above, the objections of Rashad Jefferson (“Jefferson”), who contends that the
20 PAGA Release should not extend to the claims asserted in his PAGA action, *Jefferson, et al. v.*
21 *ABM, et al.*, Alameda County Superior Court No. RG16832078, were withdrawn on March 22,
22 2022, prior to the Court’s vacatur of the Final Approval Hearing. Notwithstanding those
23 objections, the Court has made an independent assessment of the claims being released and finds
24 the settlement and release to be reasonable. The PAGA claims being released were thoroughly
25 investigated and litigated and the settlement was reached through a mandatory settlement
26 conference.

27 14. **Attorneys’ Fees and Costs.** In light of Class Counsel’s skill and dedication to
28 this litigation, the Court finds an award of attorneys’ fees in the amount of Forty Six Million Six

1 Hundred Sixty Six Thousand and Six Hundred Sixty Six Dollars (\$46,666,666.00) and actual
2 litigation costs of One Million Two Hundred Forty Eight Thousand Three Hundred Seventy
3 Dollars and Ten Cents (\$1,248,370.10) are fair, reasonable, and adequate, and orders the
4 Settlement Administrator to distribute these payments to Class Counsel in conformity with the
5 terms of the Settlement Agreement.

6 15. **Settlement Administrator.** The Court approves the payment of the Settlement
7 Administration expenses of the Settlement Administrator in the amount of Two Hundred
8 Seventy One Thousand Six Hundred Ninety Seven Dollars (\$271,697.00) and orders Settlement
9 Administrator to distribute this payment in conformity with the terms of the Settlement
10 Agreement.

11 16. **Distributions to Class Members and PAGA Employees.** Class Members and
12 PAGA Employees will have one hundred and twenty (120) calendar days from the date of
13 issuance of their settlement checks to negotiate their check. Any checks that remain uncashed or
14 are undeliverable for more than one hundred and twenty (120) calendar days from the date of
15 issuance are subject to redistribution as set forth in the Settlement Agreement, so long as any
16 funds represented by uncashed and/or undeliverable checks amount to more than One Million
17 Dollars (\$1,000,000.00).

18 17. **Final Judgment.** This Order shall constitute a final judgment pursuant to
19 California Rule of Court 3.769(h), which provides: "If the court approves the settlement
20 agreement after the final approval hearing, the court must make and enter judgment. The
21 judgment must include a provision for the retention of the court's jurisdiction over the parties to
22 enforce the terms of the judgment. The court may not enter an order dismissing the action at the
23 same time as, or after, entry of judgment." The Court hereby enters final judgment in
24 accordance with the terms of the Settlement Agreement, the Preliminary Approval Order, and
25 this Order.

26 By virtue of this Final Judgment and as of the date of this Order, Plaintiffs, Class
27 Members, the PAGA Employees and the LWDA shall have fully and forever released,
28 relinquished and discharged all Released Claims as defined in the Settlement Agreement.

1 18. **Court's Jurisdiction.** The Court has personal jurisdiction over the Class
2 Members and subject matter jurisdiction to approve the Settlement Agreement. The Court will
3 retain jurisdiction over this Action and the Parties under California Rule of Court 3.769(h) until
4 final performance of the Settlement Agreement. Except as otherwise provided herein, any
5 disputes or controversies arising with respect to interpretation, enforcement, or implementation
6 of the Settlement Agreement shall be presented by motion to the Court for resolution.

7 19. **Notice.** Plaintiffs shall give notice of this Order and Judgment to Class Members
8 and PAGA Employees pursuant to California Rules of Court 3.771 by posting an electronic copy
9 of the Order on the Settlement Administrator's website for a period of at least sixty (60) calendar
10 days after the date of entry of this Order and Judgment. Individualized notice is not required.
11 Plaintiffs shall submit a copy of the Order to the LWDA within ten (10) days of entry.

12 20. **Compliance Hearing.** A compliance hearing is hereby set for
13 May 25, 2022 to determine whether the Settlement payments have been
14 distributed. 10:00am. A compliance status report shall be filed with the Court at least five (5) court days
15 prior to the hearing.

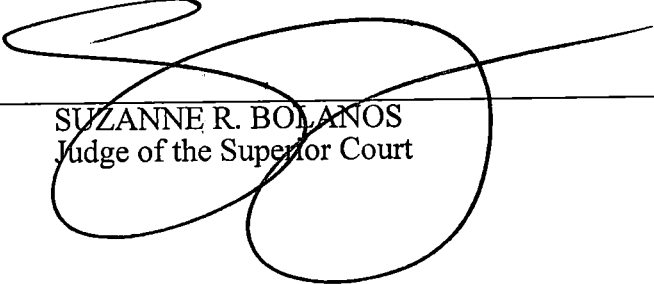
16 21. **Dismissal of Action.** Plaintiffs' complaint is hereby dismissed with prejudice.
17 Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered through the filing
18 of this Order and Judgment.

19 **IT IS SO ORDERED.**

20 Dated:

4/7/22

21 By:

22 
SUZANNE R. BOLANOS
23 Judge of the Superior Court

24 115689\1257781

1 **APPROVED AS TO FORM:**

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By: _____
LITTLER MENDELSON, P.C.

Date: _____

By: _____
GIBSON, DUNN & CRUTCHER LLP

Date: _____

CERTIFICATE OF ELECTRONIC SERVICE
(CCP §1010.6 & CRC 2.251)

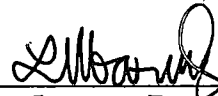
I, Lyssette Bareng, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am over the age of 18 years, employed in the City and County of San Francisco, California and am not a party to the within action.

On April 7, 2022, I electronically served the attached document via File & ServeXpress™ on the recipients designated on the Transaction Receipt located on the File & ServeXpress™ website.

Dated: April 7, 2022;

T. Michael Yuen, Clerk

By: _____



Lyssette Bareng, Deputy Clerk

1 Justin F. Marquez, SBN 262417
justin@wilshirelawfirm.com
2 Thiago M. Coelho, SBN 324715
thiago@wilshirelawfirm.com
3 Jennifer M. Leinbach, SBN 281404
jleinbach@wilshirelawfirm.com
4 Jesenia A. Martinez, SBN 316969
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5 Jesse S. Chen, SBN 336294
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6 **WILSHIRE LAW FIRM, PLC**
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Telephone: (213) 381-9988
8 Facsimile: (213) 381-9989

9 *Class Counsel for Plaintiffs and the Settlement*
10 *Class*

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

13 WALTER PETERS, individually, and on behalf
14 of all others similarly situated,

15 Plaintiffs,

16 v.

17 APPLE INC., a California corporation; and
18 DOES 1 to 100, inclusive,

19 Defendants

Case No. 19STCV21787

CLASS ACTION

[Assigned for all purposes to Hon. Elihu M. Berle, Dept. 6]

**PLAINTIFF DIANA ISMAILYAN'S
REPLY DECLARATION IN SUPPORT
OF PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE SERVICE
PAYMENTS**

Date: April 2, 2024
Time: 9:00 a.m.
Dept.: 6

Initial Complaint filed: June 21, 2019
Fourth Amended
Complaint filed: June 30, 2023
Trial date: Not set

DECLARATION OF DIANA ISMAILYAN

I, Diana Ismailyan, declare as follows:

1. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness.

2. I am one of the named Plaintiffs in this action and submit this reply declaration in support of Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Class Representative Service Payments.

3. As outlined in my declaration in support of Plaintiffs’ motions for final approval and for attorney’s fees, expenses and class representative service awards, I invested a lot of personal time and energy as a class representative in this matter. This declaration provides further detail regarding my time and experience as a class representative.

4. I spent a significant amount of time responding to Defendant’s discovery requests. Among Defendant’s requests, Apple propounded credit card and bank statements spanning back to the beginning of the Class Period, which required me to spend countless hours in communication with my multiple banking institutions. I also spent a significant amount of time pulling financial documents from my multiple credit card companies to respond to Apple’s requests. Many of the records were from long-closed accounts, which made obtaining the records extremely difficult. These documents were not available online for me to view and download. In addition to spending 50 hours or more obtaining financial records, I also spent an exceptional amount of time requesting information from my mobile carrier related to my numerous Class Period iPhone purchases. I reviewed *nineteen sets* of responses to Defendant’s discovery requests. Further, I spent a lot of time reviewing, downloading, and screenshotting my App Store purchase history to respond to Apple’s discovery requests.

5. Not only did Defendant seek extensive discovery from me, but Apple also subpoenaed my Apple Family Sharing “family” members (*i.e.*, my Apple Family Sharing group). I spent a great deal of time guiding my family members through the process of navigating their involvement in a case where I was serving as a class representative. This included quelling family member anxieties (Apple subpoenaed my former employee, father and

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Los Angeles, CA 90010-1137

1 father-in-law, as well as tried to subpoena my deceased grandmother) over receiving non-party
2 subpoenas.

3 6. Apple’s public filing openly called me a liar, which subjected me to reputational
4 harm.

5 7. During the pendency of the case, I noticed what appeared to be a private
6 investigator following me and watching me at home.

7 8. I respectfully request that the Court award me a \$15,000.00 service payment for
8 my involvement in this case, which resulted in Settlement Class’s substantial benefits.

9
10 I declare under penalty of perjury under the laws of the State of California and the United
11 States that the foregoing is true and correct.

12 Executed on 3/19/2024, in Los Angeles, California.

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WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSigned by:



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Diana Ismailyan

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9 *Class Counsel for Plaintiffs and the Settlement*
10 *Class*

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

13 WALTER PETERS, individually, and on behalf
of all others similarly situated,

14 Plaintiffs,

15 v.

16 APPLE INC., a California corporation; and
17 DOES 1 to 100, inclusive,

18 Defendants

Case No. 19STCV21787

CLASS ACTION

[Assigned for all purposes to Hon. Elihu M. Berle, Dept. 6]

**PLAINTIFF JEFF TORRES' REPLY
DECLARATION IN SUPPORT OF
PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE SERVICE
PAYMENTS**

Date: April 2, 2024
Time: 9:00 a.m.
Dept.: 6

Initial Complaint filed: June 21, 2019
Fourth Amended
Complaint filed: June 30, 2023
Trial date: Not set

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3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010-1137

DECLARATION OF JEFF TORRES

I, Jeff Torres, declare as follows:

1. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness.

2. I am one of the named Plaintiffs in this action and submit this reply declaration in support of Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Class Representative Service Payments.

3. As outlined in my declaration in support of Plaintiffs’ motions for final approval and for attorney’s fees, expenses and class representative service awards, I invested a lot of personal time and energy as a class representative in this matter. This declaration provides further detail regarding my time and experience as a class representative.

4. I spent a significant amount of time responding to Defendant’s discovery requests. Among Defendant’s requests, Apple propounded credit card and bank statements spanning back to the beginning of the Class Period, which required me to go to my prior banking institutions in person to request the documents. I made multiple trips to my prior banking institutions to obtain these records, in addition to multiple phone calls regarding the same. I also spent a significant amount of time pulling financial documents from my credit union to respond to Apple’s requests. In addition to spending 50 hours or more obtaining financial records, I also spent an exceptional amount of time requesting information from my mobile carrier related to my numerous Class Period iPhone purchases. I reviewed several sets of responses to Defendant’s extensive discovery requests. Further, I spent a lot of time reviewing, downloading, and screenshotting my App Store purchase history to respond to Apple’s discovery requests.

5. Not only did Defendant seek extensive discovery from me, but Apple also subpoenaed my father, who was included as one of my Apple Family Sharing “family” members. Consequently, I had to quell family member anxieties over receiving non-party subpoenas. I spent a great deal of time guiding my Family Sharing group “family” members through the process of navigating their involvement in a case where I was serving as a class representative, including assisting Class Counsel with contacting my friend who I was no longer

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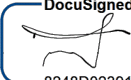
1 in contact with, to respond to Apple’s discovery requests.

2 6. Apple’s public filing openly called me a liar, which subjected me to reputational
3 harm.

4 7. I respectfully request that the Court award me a \$15,000.00 service payment for
5 my involvement in this case, which resulted in Settlement Class’s substantial benefits.

6
7 I declare under penalty of perjury under the laws of the State of California and the United
8 States that the foregoing is true and correct.

9 Executed on 3/19/2024, in Chowchilla, California.

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11 DocuSigned by:
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13 8248D0239183490...
14 Jeff Torres

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10 *Class Counsel for Plaintiffs and
the Settlement Class*

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

13 WALTER PETERS, individually and on
14 behalf of all others similarly situated,

15 Plaintiffs,

16 vs.

17 APPLE INC., a California corporation;
18 DOES 1 to 100, inclusive,

19 Defendants.
20
21

Case No. 19STCV21787

CLASS ACTION

*[Assigned for all purposes to Hon. Elihu M. Berle,
Dept. 6]*

**UPDATED DECLARATION OF JAY
GERACI RE: NOTICE PROGRAM, CLASS
MEMBER CLAIMS, REQUESTS FOR
EXCLUSION AND OBJECTIONS**

1
2 I, JAY GERACI, declare and state as follows:

3 1. I am a Vice President with KCC Class Action Services, LLC (“KCC”), located at 1
4 McInnis Parkway, Suite 250, San Rafael, California. I am over 21 years of age and am not a party
5 to this action. I have personal knowledge of the matters stated herein and, if called upon, could and
6 would testify thereto.

7 2. KCC is a class action administrator that specializes in providing comprehensive
8 class action services including, but not limited to, pre-settlement consulting, email and mailing
9 campaign implementation, website design, claims administration, check and voucher
10 disbursements, tax reporting, settlement fund escrow and reporting, class member data
11 management, legal notification, call center support, claims administration, and other related
12 services critical to the effective administration of class actions. KCC has developed efficient, secure
13 and cost-effective methods to properly handle the voluminous data and mailings associated with
14 the noticing, claims processing and disbursement requirements of settlements to ensure the orderly
15 and fair treatment of class members and all parties of interest.

16 3. The purpose of this declaration is to provide the parties and the Court with an
17 updated summary regarding the Court-approved notice program for the *Peters v. Apple Inc.* class
18 action settlement.

19 **CLASS LIST**

20 4. On October 30, 2023, KCC received a list of 10,620,430 Family Sharing users from
21 Apple Inc. identified herein as the “Class List.” The Class List included names, addresses, phone
22 numbers, and e-mail addresses. KCC removed 1,279 records from the Class List for Family Sharing
23 users affiliated with Apple Inc. or Cooley LLP. KCC identified 6 records with no available email
24 addresses.

25 **EMAIL NOTICE**

26 5. Prior to e-mailing notice to individuals on the Class List, KCC ran the 10,619,145
27 Class List emails through an email cleanse to confirm the addresses’ validity. This process resulted
28 in a total of 9,530,349 valid emails and 1,088,796 invalid, fraudulent, or reputational risk emails.

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6. The breakdown of the 1,088,796 email addresses that were removed from the cleanse is as follows: a) 523,069 invalid emails: these emails are invalid and will not be accepted for delivery; b) 19,376 fraudulent emails: these are defined as high to extreme threat level because the emails contained bots, scammers, and bogus users, among others; and c) 546,351 reputation emails: these are defined as an extreme threat level, the reputation category contains the most hazardous and risky of filters. These filters include SMS domains, legal traps, blacklisting emails, and DMA EMPS (“Email Preference Service”), among others.

DECEMBER 14-19 INTIAL EMAIL NOTICE

7. Beginning on December 14, 2023, and ending on December 19, 2023, KCC emailed the 9,530,349 valid emails (¶5 above). A true and correct copy of the email sent between December 14-19, 2023 is attached hereto as Exhibit A.

DECEMBER 28 RENOTICE EMAIL AND FOLLOW UP

8. KCC received reports of intermittent technical issues affecting some users during the email campaign. Out of an abundance of caution, KCC resent email notice on December 28, 2023, to 9,501,911 Class Members who had not yet filed a payment election form. KCC covered the costs related to this resend. A true and correct copy of the December 28, 2023 resend email is attached hereto as Exhibit B.

9. On January 9, 2024, KCC received the December 28, 2023 email resend bounce report, which showed that: 243,040 email bounced, 9,248,053 emails were sent without a bounce notification, and 10,818 emails were suppressed.

10. On January 11, 2024, the 253,858 emails that bounced or suppressed were sent to a third-party vendor to perform an Email Change of Address (“ECO A”) search. As a result of the ECOA search, 63,665 email addresses were updated. These 63,665 updated addresses were submitted for a validity cleanse. Following the cleanse, 58,159 emails were approved to email, and 195,699 emails were considered invalid, fraudulent, or were reputation risks.

JANUARY 2 EMAIL NOTICE TO UPDATED ADDRESSES

11. The 1,088,796 email addresses that were removed by the cleanse discussed in

1 paragraph 6 above were sent to a third-party vendor to perform an ECOA. As a result of the ECOA
2 search, 297,314 Class List email addresses were updated.

3 12. The 297,314 updated addresses were submitted for a validity cleanse. Following the
4 cleanse, 259,878 emails were approved to email, and 37,436 emails were considered invalid,
5 fraudulent, or were reputation risks.

6 13. On January 2, 2024, KCC emailed notice to the 259,878 Class Members whose
7 email was updated by the ECOA search (¶7 above).

8 **FEBURARY 2 REMINDER EMAIL**

9 14. On February 2, 2024, KCC sent a reminder email notification to 9,469,151 Class
10 Members who had a valid email address but who had not yet filed a payment election form.

11 **FEBRUARY 20 REMINDER EMAIL**

12 15. On February 20, 2024, KCC sent a reminder email notification to 9,396,532 Class
13 Members who had a valid email address but who had not yet filed a payment election form.

14 **EMAIL NOTICE SUMMARY**

15 16. In total, KCC emailed notice to 9,572,582 Class Members with valid email
16 addresses.

17 **POSTCARD NOTICE**

18 **JANUARY 2 POSTCARD NOTICE**

19 17. On January 2, 2024, KCC printed and mailed Postcard Notice to 686,147 mailing
20 addresses provided on the Class List. The 686,147 individuals who received Postcard Notice are
21 those Class Members whose email addresses failed to update during the first ECOA search. A true
22 and correct copy of the Postcard Notice is attached hereto as Exhibit C.

23 **JANUARY 23 POSTCARD NOTICE**

24 18. On January 23, 2024, KCC printed and mailed Postcard Notice to 198,146
25 individuals that either: (1) had an unsuccessful December 28 re-notice email delivery; or (2) an
26 unsuccessfully email update as per the second ECOA search.

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FORWARDED POSTCARD NOTICE

19. The United States Postal Service (“USPS”) returned 4,181 Postcard Notices with forwarding addresses. KCC immediately remailed these Postcard Notices to the forwarding addresses USPS supplied.

UNDELIVERABLE POSTCARD NOTICE

20. KCC received 83,039 returned Postcard Notices with undeliverable addresses. Through credit bureau and/or other public source databases, KCC performed address searches for undeliverable Postcard Notices, and was able to find updated addresses for 10,548 Class Members. KCC promptly remailed Postcard Notice to the 10,548 updated addresses.

POSTCARD NOTICE SUMMARY

21. In total, KCC mailed Postcard Notice to 884,293 Class Members with deliverable addresses.

SETTLEMENT WEBSITE

22. On or about December 14, 2023, KCC established a website www.petersfamilysharingplan.com dedicated to this matter (the “Settlement Website”). The Settlement Website provides information to Class Members including answers to frequently asked questions. The Settlement Website URL was set forth in the Email Notice, Postcard Notice, Long Form Notice, and on the Payment Election Form. Class Members can download copies of the Long Form Notice, Payment Election Form, Exclusion Form, and other case-related documents from the Settlement Website. True and correct copies of the Long Form Notice, Payment Election Form, and Exclusion Form are attached hereto as Exhibits D, E, and F. Class Members can also submit the Payment Election Form online.

23. As of the date of this declaration, the Settlement Website received 1,367,741 unique user visits and 3,447,619 page views.

TELEPHONE HOTLINE

24. KCC established and continues to maintain a toll-free telephone number 1-866-914-0236 for potential Class Members to call and obtain information about the Settlement, request

1 notice, and/or seek assistance from a live operator during regular business hours. The telephone
2 hotline became operational on December 13, 2023, and is accessible 24 hours a day, 7 days a week.
3 As of date of this declaration, KCC received a total of 1,261 calls to the telephone hotline.

4 **PAYMENT ELECTION FORMS**

5 25. The Payment Election Form postmark deadline was March 1, 2024. To date, KCC
6 received 364,636 timely-filed Payment Election Forms.

7 26. KCC determined that of the 364,636 Payment Election Forms: 345,747 are valid;
8 3,951 are duplicate and; 14,935 are denied. The denied Payment Election Forms did not match any
9 single data point from the Class List: name, mailing address, phone number, and email address.
10 Three Payment Election Forms were denied because the Class Member filed a request for
11 exclusion. As of the date of this declaration, KCC is still receiving valid timely postmarked
12 Payment Election Forms.

13 **PRELIMINARY SETTLEMENT AWARD CALCULATIONS**

14 27. KCC preliminarily calculated the per person Class Member payment based on the
15 Net Settlement Fund. Based on the \$25,000,000 settlement, and assuming the following (a)
16 attorneys' fees (\$8,333,333.33); (b) attorneys' costs (\$1,429,659.29); (c) named plaintiff awards
17 (\$30,000); and; (d) administration costs (\$872,283.20), the Net Settlement Fund will be
18 \$14,334,724.18. The estimated payment per Class Member claim is \$41.46. Should the Court-
19 awarded fees or costs differ than those shown above, or if the list of Class Members approved for
20 payment and/or Class data changes, the estimated allocation calculations will change accordingly.

21 **EXCLUSION REQUESTS RECEIVED TO DATE**

22 28. Requests for exclusion were to be received or postmarked no later than March 1,
23 2024. As of the date of this declaration, KCC received 62 requests for exclusion. A true and correct
24 list of Class Members who request exclusion is attached hereto as Exhibit G.

25 **OBJECTIONS TO THE SETTLEMENT**

26 29. Class Members objections were to be received or postmarked no later than March
27 1, 2024. As of the date of this declaration, KCC received four objections to the settlement from
28

1 Class Members Matthew Lyon, David Gerard, Thomas Bass, and David Wible. Matthew Lyon,
2 David Gerard, and Thomas Bass filed Payment Election Forms. David Wible did not file a payment
3 election form as of the date of this declaration. True and correct copies of the objections are attached
4 hereto as Exhibit H.

5 **ADMINISTRATION COSTS**

6 30. As of the date of this declaration, KCC estimates its total cost of administration to
7 be \$872,283.20. This amount includes costs to date, as well as through the completion of this matter.

8 31. KCC's administration costs are slightly higher than previously submitted amount of
9 \$736,500 due to the quality of the email class data. This had an effect on how notice was sent to
10 the Class. Three main factors had significant changes in their numbers and results from the original
11 estimate. They were: a) ECOA searches, b) the number of Postcard Notices mailed as a
12 consequence of email bounce backs and ECOA failed searches, and c) postage related to the
13 additional Postcard Notices.

14 32. The original estimate assumed 41,420 successful ECOA searches, the actual count
15 of ECOA searches performed was 360,973.

16 33. The original estimate assumed Postcard Notice would be mailed out to 303,056
17 Class Members whose email bounced or the ECOA search failed. The actual number of Postcard
18 Notices mailed was 884,293.

19 34. The original estimate assumed postage for the sending Postcard Notice to be
20 \$207,000. Postage for 884,293 Postcard Notices was \$349,000.


21 35. KCC performed an estimate on the cost to complete administration and determined
22 the costs to perform all the work involved including sending payments to Class Members to be
23 \$1,089,489.55. A true and correct copy of KCC costs are included as Exhibit I. KCC capped all
24 hourly costs to do this work at the amounts previously approved per the original estimate. As a
25 result, KCC's estimated its administration costs to be \$872,283.20.

26 36. KCC agreed to cap its administration costs at \$872,283.20.
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 19th, 2024, at San Rafael, California.



JAY GERACI

Exhibit A

PaymentID: <<ClaimID>>

Pin: <<PIN>>

IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

IF YOU WERE ENROLLED IN AN APPLE FAMILY SHARING GROUP WITH AT LEAST ONE OTHER MEMBER AND PURCHASED A SUBSCRIPTION TO AN APP IN THE APPLE APP STORE AT ANY POINT BETWEEN JUNE 21, 2015 AND JANUARY 30, 2019, YOU SHOULD READ THIS NOTICE. IT MAY AFFECT YOUR LEGAL RIGHTS.

The Superior Court for the State of California authorized this notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

A settlement has been reached with Apple Inc. ("Apple" or "Defendant") in a class action lawsuit (the "Lawsuit") alleging that Apple misrepresented the ability to use its Family Sharing feature to share subscriptions to apps. Apple denies that it made any misleading misrepresentations and denies all allegations of wrongdoing.

You may be included in this settlement as a "Class Member" and entitled to receive a payment called a "Class Payment" if you were enrolled in a Family Sharing group with at least one other person between June 21, 2015 and January 30, 2019, were a U.S. resident during that time, and purchased a subscription to an app (other than one published by Apple) through the App Store during that time. Together, all Class Members are collectively referred to as the "Class."

YOUR RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON'T ACT. READ THIS NOTICE CAREFULLY.

These rights and options—and the deadlines to exercise them—are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Stay in the Class

*The deadline to choose to receive payment is **March 1, 2024**.*

The parties to the Lawsuit have settled for \$25 million. If you received a notification from the independent Settlement Administrator about the Lawsuit, that means that you may be a Class Member. If you are a Class Member and would like to receive a Class Payment, you must choose to receive a Class Payment by either ACH transfer or by check. If you do not inform the Settlement Administrator that you wish to receive a Class Payment by ACH transfer or by check by providing the necessary information by **March 1, 2024**, you will not receive a Class Payment. You can choose to receive a Class Payment by visiting www.PetersFamilySharingPlan.com.

If you decide to stay in the Class, you will give up the right to sue Apple in a separate lawsuit related to the subject matter of the claims in the Lawsuit. The rights you are giving up are called the "Released Claims" and they are described in more detail in Section 8 of the Settlement Agreement available at www.PetersFamilySharingPlan.com. Unless you opt out of the Class, as described in more detail in this notice, you will be part of the Class and will give up your right to sue Apple in a separate lawsuit related to the subject matter of the claims this settlement resolves, even if you do not choose to receive a Class Payment.

Opt Out of the Settlement

*The deadline to opt out is **March 1, 2024**.*

If you decide to opt out of this settlement, you will keep the right to sue Apple at your expense in a separate lawsuit related to the subject matter of the claims this settlement resolves, but you give up the right to get a Class Payment from this settlement.

This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Apple related to the subject matter of the claims in this Lawsuit. If you opt out of this settlement and the settlement is

approved, you will no longer be represented by the lawyers who represent the Class, known as “Class Counsel.”

Object to the Settlement

*The deadline to submit a written objection is **March 1, 2024**.*

If you do not opt out of the settlement, you may object to it in writing or by asking the Court for permission to speak at the final approval hearing on **April 2, 2024**.

The Court’s decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs, the individuals who pursued the Lawsuit on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Class Members. Class Counsel will seek up to \$8,333,333.33 in attorneys’ fees and \$2,000,000 in costs, and up to \$15,000 each for the Class Representatives for their services. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable.

If the settlement is approved by the Court following your objection, you may still be able to receive a Class Payment if you have provided the Settlement Administrator the necessary information.

Go to a Hearing on April 2, 2024

You may ask the Court for permission to speak at the final approval hearing where the parties will request that the final approval order be entered approving the settlement. You may object to the settlement and ask to speak at the final approval hearing, and, if the settlement is approved by the Court, you may still be able to receive a Class Payment if you have provided the Settlement Administrator the necessary information.

The Court overseeing this case still has to decide whether to approve the settlement.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you may (1) see the Settlement Agreement and other important documents available at www.PetersFamilySharingPlan.com; (2) contact Class Counsel representing the Class Members (contact information listed below); (3) access the Court docket in this case, for a fee, through the Court’s electronic docket system at www.lacourt.org; or (4) call (213) 830-0800 to make an appointment to personally review court documents in the Clerk’s Office at the Stanley Mosk Courthouse at 111 N. Hill Street, Los Angeles, CA 90012.

Class Counsel:

Justin F. Marquez and Thiago Coelho

justin@wilshirelawfirm.com

thiago@wilshirelawfirm.com

1-855-977-9094

Wilshire Law Firm, PLC

3055 Wilshire Blvd., 12th Floor

Los Angeles, CA 90010

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS NOTICE, THIS SETTLEMENT, OR THE PROCESS FOR RECEIVING A CLASS PAYMENT.

Exhibit B

PaymentID: <<ClaimID>>

Pin: <<PIN>>

Due to a technical problem, some Class Members may have experienced difficulty submitting a Payment Election Form. Those issues have been resolved. If you would like to submit a Payment Election Form and receive a Class Payment, please visit www.PetersFamilySharingPlan.com. If you have already filed or printed out for mailing your Payment Election Form, you can ignore this email.

IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

IF YOU WERE ENROLLED IN AN APPLE FAMILY SHARING GROUP WITH AT LEAST ONE OTHER MEMBER AND PURCHASED A SUBSCRIPTION TO AN APP IN THE APPLE APP STORE AT ANY POINT BETWEEN JUNE 21, 2015 AND JANUARY 30, 2019, YOU SHOULD READ THIS NOTICE. IT MAY AFFECT YOUR LEGAL RIGHTS.

The Superior Court for the State of California authorized this notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

A settlement has been reached with Apple Inc. ("Apple" or "Defendant") in a class action lawsuit (the "Lawsuit") alleging that Apple misrepresented the ability to use its Family Sharing feature to share subscriptions to apps. Apple denies that it made any misleading misrepresentations and denies all allegations of wrongdoing.

You may be included in this settlement as a "Class Member" and entitled to receive a payment called a "Class Payment" if you were enrolled in a Family Sharing group with at least one other person between June 21, 2015 and January 30, 2019, were a U.S. resident during that time, and purchased a subscription to an app (other than one published by Apple) through the App Store during that time. Together, all Class Members are collectively referred to as the "Class."

YOUR RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON'T ACT. READ THIS NOTICE CAREFULLY.

These rights and options—and the deadlines to exercise them—are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Stay in the Class

*The deadline to choose to receive payment is **March 1, 2024**.*

The parties to the Lawsuit have settled for \$25 million. If you received a notification from the independent Settlement Administrator about the Lawsuit, that means that you may be a Class Member. If you are a Class Member and would like to receive a Class Payment, you must choose to receive a Class Payment by either ACH transfer or by check. If you do not inform the Settlement Administrator that you wish to receive a Class Payment by ACH transfer or by check by providing the necessary information by **March 1, 2024**, you will not receive a Class Payment. You can choose to receive a Class Payment by visiting www.PetersFamilySharingPlan.com.

If you decide to stay in the Class, you will give up the right to sue Apple in a separate lawsuit related to the subject matter of the claims in the Lawsuit. The rights you are giving up are called the "Released Claims" and they are described in more detail in Section 8 of the Settlement Agreement available at www.PetersFamilySharingPlan.com. Unless you opt out of the Class, as described in more detail in this notice, you will be part of the Class and will give up your right to sue Apple in a separate lawsuit related to the subject matter of the claims this settlement resolves, even if you do not choose to receive a Class Payment.

Opt Out of the Settlement

*The deadline to opt out is **March 1, 2024**.*

If you decide to opt out of this settlement, you will keep the right to sue Apple at your expense in a separate

lawsuit related to the subject matter of the claims this settlement resolves, but you give up the right to get a Class Payment from this settlement.

This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Apple related to the subject matter of the claims in this Lawsuit. If you opt out of this settlement and the settlement is approved, you will no longer be represented by the lawyers who represent the Class, known as “Class Counsel.”

Object to the Settlement

*The deadline to submit a written objection is **March 1, 2024**.*

If you do not opt out of the settlement, you may object to it in writing or by asking the Court for permission to speak at the final approval hearing on **April 2, 2024**.

The Court’s decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs, the individuals who pursued the Lawsuit on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Class Members. Class Counsel will seek up to \$8,333,333.33 in attorneys’ fees and \$2,000,000 in costs, and up to \$15,000 each for the Class Representatives for their services. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable.

If the settlement is approved by the Court following your objection, you may still be able to receive a Class Payment if you have provided the Settlement Administrator the necessary information.

Go to a Hearing on April 2, 2024

You may ask the Court for permission to speak at the final approval hearing where the parties will request that the final approval order be entered approving the settlement. You may object to the settlement and ask to speak at the final approval hearing, and, if the settlement is approved by the Court, you may still be able to receive a Class Payment if you have provided the Settlement Administrator the necessary information.

The Court overseeing this case still has to decide whether to approve the settlement.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you may (1) see the Settlement Agreement and other important documents available at www.PetersFamilySharingPlan.com; (2) contact Class Counsel representing the Class Members (contact information listed below); (3) access the Court docket in this case, for a fee, through the Court’s electronic docket system at www.lacourt.org; or (4) call (213) 830-0800 to make an appointment to personally review court documents in the Clerk’s Office at the Stanley Mosk Courthouse at 111 N. Hill Street, Los Angeles, CA 90012.

Class Counsel:

Justin F. Marquez and Thiago Coelho

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1-855-977-9094

Wilshire Law Firm, PLC

3055 Wilshire Blvd., 12th Floor

Los Angeles, CA 90010

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS NOTICE, THIS SETTLEMENT, OR THE PROCESS FOR RECEIVING A CLASS PAYMENT.

Exhibit C

***A California Superior Court
authorized this notice. Read it
carefully!***

***It's not an advertisement or
solicitation by a lawyer. You are
not being sued.***

***If you were enrolled in an Apple
Family Sharing group and
purchased a subscription to an
app, you could be included in a
class action settlement.***



VISIT THE
SETTLEMENT
WEBSITE BY
SCANNING
THE PROVIDED
QR CODE

A4E

***Peters v. Apple Class Action
Settlement Administrator***
P.O. Box 301134
Los Angeles, CA 90030-1134

«Barcode»

Postal Service: Please do not mark barcode

Payment ID: A4E-«ClaimID» - «MailRec»

PIN: <<PIN>>

«First1» «Last1»

«CO»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

A proposed settlement has been reached in a class action lawsuit filed against Apple Inc., resolving claims alleging that Apple misrepresented the ability to use its Family Sharing feature to share subscriptions to apps. The Superior Court of the State of California, Los Angeles County has authorized this notice. The Court will hold a hearing on April 2, 2024 to consider whether to approve the settlement.

Please read this entire notice carefully, as your rights may be affected by the settlement.

What is this case about? The name of the lawsuit is *Walter Peters v. Apple Inc.*, No. 19STCV21787, pending in the Superior Court of the State of California, County of Los Angeles. The lawsuit alleges that Apple misrepresented to users their ability to use Family Sharing to share subscriptions to certain apps with other members of their Family Sharing groups. Apple maintains that it did nothing wrong and denies that it made any misleading misrepresentations. The Court has not decided in favor of either party. Instead, the Class Representatives and Apple agreed to a settlement. The proposed settlement is not an admission by Apple of the truth of any of the allegations in the lawsuit.

Are you included in the Class? You may be included in the Class if you were enrolled in a Family Sharing group with at least one other person between June 21, 2015 and January 30, 2019, were a U.S. resident during that time, and purchased a subscription to an app (other than one published by Apple) through the App Store during that time.

What can you get from the settlement and how can you claim payment? Under the settlement, Apple will deposit \$25,000,000 into a settlement fund. This settlement fund will be used to make payments to Class Members, as well to as pay Class Counsel's court-authorized attorneys' fees and costs, provide a payment to the Class Representatives, and pay the cost of providing notice to the Class and administering the settlement. If you would like to receive a payment, you must inform the Settlement Administrator by March 1, 2024 by visiting www.PetersFamilySharingPlan.com. The actual amount of each settlement payment will be determined by the number of Class Members who choose to receive payment, and by the amount that the Court approves as payment to Class Counsel, the Class Representatives, and the Settlement Administrator. If you elect to complete a Payment Form, your Payment ID number is <<ClaimID>>. Your PIN Number is <<PIN>>.

What are your other options? If you do not want to participate in this settlement, you need to opt out. If you exclude yourself, you will not get any money from this settlement, but you will keep your right to sue Apple on your own over the claims resolved by this settlement. If you stay in the Class but do not like the settlement, you may object to any part of the settlement either by mailing a written objection to the Settlement Administrator or appearing at the final approval hearing where the Court will decide whether to approve the settlement. Written requests to opt out or object must be submitted by March 1, 2024. Go to www.PetersFamilySharingPlan.com for more information on how to opt out or object.

The Court will hold the final approval hearing on April 2, 2024, at 9:00 AM, at the Spring Street Courthouse, Department 6, 312 North Spring Street, Los Angeles, CA 90012. At the final approval hearing, Judge Elihu M. Berle will consider whether to approve the settlement and a request by the lawyers representing all Class Members (Wilshire Law Firm, PLC) for up to \$8,333,333.33 in attorneys' fees and \$2,000,000 in costs, and for the Class Representatives' request for up to \$15,000 each for their services. You may attend the hearing and ask to speak, but you don't have to.

Where can you get more information? This notice is only a summary. For more information on this lawsuit, please visit the settlement website at www.PetersFamilySharingPlan.com or call the Settlement Administrator at 1-866-914-0236.

Exhibit D

IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

IF YOU WERE ENROLLED IN AN APPLE FAMILY SHARING GROUP WITH AT LEAST ONE OTHER MEMBER AND PURCHASED A SUBSCRIPTION TO AN APP IN THE APPLE APP STORE AT ANY POINT BETWEEN JUNE 21, 2015 AND JANUARY 30, 2019, YOU SHOULD READ THIS NOTICE. IT MAY AFFECT YOUR LEGAL RIGHTS.

The Superior Court for the State of California authorized this notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

A settlement has been reached with Apple Inc. (“Apple” or “Defendant”) in a class action lawsuit (the “Lawsuit”) alleging that Apple misrepresented the ability to use its Family Sharing feature to share subscriptions to apps. Apple denies that it made any misleading misrepresentations and denies all allegations of wrongdoing.

You may be included in this settlement as a “Class Member” and entitled to receive a payment called a “Class Payment” if you were enrolled in a Family Sharing group with at least one other person between June 21, 2015 and January 30, 2019, were a U.S. resident during that time, and purchased a subscription to an app (other than one published by Apple) through the App Store during that time. The criteria to be a Class Member are defined more fully in the answer to Question 5 below. Together, all Class Members are collectively referred to as the “Class.”

YOUR RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON’T ACT. READ THIS NOTICE CAREFULLY.

These rights and options—and the deadlines to exercise them—are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<p>Stay in the Class</p> <p><i>The deadline to choose to receive payment is March 1, 2024.</i></p>	<p>The parties to the Lawsuit have settled for \$25 million. If you received a notification from the independent Settlement Administrator about the Lawsuit, that means that you may be a Class Member. If you are a Class Member and would like to receive a Class Payment, you must choose to receive a Class Payment by either ACH transfer or by check. If you do not inform the Settlement Administrator that you wish to receive a Class Payment by ACH transfer or by check by providing the necessary information by March 1, 2024, you will not receive a Class Payment. You can choose to receive a Class Payment by visiting www.PetersFamilySharingPlan.com.</p> <p>If you decide to stay in the Class, you will give up the right to sue Apple in a separate lawsuit related to the subject matter of the claims in the Lawsuit. The rights you are giving up are called the “Released Claims” and they are described in more detail in Section 8 of the Settlement Agreement available at www.PetersFamilySharingPlan.com. Unless you opt out of the class, as described in more detail in this notice, you will be part of the Class and will give up your right to sue Apple in a separate lawsuit related to the subject matter of the claims this settlement resolves, even if you do not choose to receive a Class Payment.</p>
<p>Opt Out of the Settlement</p> <p><i>The deadline to opt out is March 1, 2024.</i></p>	<p>If you decide to opt out of this settlement, you will keep the right to sue Apple at your expense in a separate lawsuit related to the subject matter of the claims this settlement resolves, but you give up the right to get a Class Payment from this settlement.</p> <p>This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Apple related to the subject matter of the claims in this Lawsuit. If you opt out of this settlement and the settlement is approved, you will no longer be represented by the lawyers who represent the Class, known as “Class Counsel.”</p>
<p>Object to the Settlement</p> <p><i>The deadline to submit a written objection is March 1, 2024.</i></p>	<p>If you do not opt out of the settlement, you may object to it in writing or by asking the Court for permission to speak at the final approval hearing on April 2, 2024.</p> <p>The Court’s decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs, the individuals who pursued the Lawsuit on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable.</p> <p>If the settlement is approved by the Court following your objection, you may still be able to receive a Class Payment if you have provided the Settlement Administrator the necessary information.</p>
<p>Go to a Hearing on April 2, 2024.</p>	<p>You may ask the Court for permission to speak at the final approval hearing where the parties will request that the final approval order be entered approving the settlement. You may object to the settlement and ask to speak at the final approval hearing, and, if the settlement is approved by the Court, you may still be able to receive a Class Payment if you have provided the Settlement Administrator the necessary information.</p>

These rights and options—and the deadlines to exercise them—are explained in this notice.

The Court overseeing this case still has to decide whether to approve the settlement.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you may (1) see the Settlement Agreement available at www.PetersFamilySharingPlan.com; (2) contact Class Counsel representing the Class Members (contact information listed under Question 26 below); (3) access the Court docket in this case, for a fee, through the Court’s electronic docket system at www.lacourt.org; or (4) call (213) 830-0800 to make an appointment to personally review court documents in the Clerk’s Office at the Stanley Mosk Courthouse at 111 N. Hill Street, Los Angeles, California 90012.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS NOTICE, THIS SETTLEMENT, OR THE PROCESS FOR RECEIVING A CLASS PAYMENT.

Basic Information

1. *Why was this notice issued?*

A Court authorized this notice because you have a right to know about the proposed settlement of the Lawsuit and all of your options before the Court decides whether to approve the proposed settlement. This notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, and who can get them.

Judge Elihu M. Berle of the Superior Court of California, County of Los Angeles is currently overseeing this case and will decide whether to approve the settlement. The case is titled *Walter Peters v. Apple Inc.*, No. 19STCV21787. The people who sued are called the “Plaintiffs.” The company they are suing is Apple Inc., which is called the “Defendant.”

2. *What is a class action?*

In a class action, one or more people called “Class Representatives” or “Plaintiffs” (in this case, Jeff Torres and Diana Ismailyan) sue on behalf of people who have similar claims. All these people are a “Class” and each is a “Class Members.” One court resolves the issues for all Class Members, except for those who opt out of the Class.

3. *What is the Lawsuit about?*

Plaintiffs brought claims against Apple regarding its statements about its Family Sharing feature. Plaintiffs contend that Apple misrepresented to users their ability to use Family Sharing to share subscriptions to certain apps with other members of their Family Sharing groups.

Apple maintains that it did nothing wrong and denies that it made any misleading misrepresentations. Apple asserts numerous defenses to the claims in this case. The proposed settlement to resolve this Lawsuit is not an admission of guilt or any wrongdoing of any kind by Apple, and it is not an admission by Apple of the truth of any of the allegations in the Lawsuit.

4. *Why is there a settlement?*

The Court has not decided in favor of the Class or Defendant. Instead, the Class Representatives and Defendant agreed to a settlement. This way, they avoid the cost, burden, and uncertainty of a trial, and the users allegedly affected can get benefits. The Class Representatives and their attorneys think the proposed settlement is best for all Class Members.

The Court preliminarily approved the proposed settlement as fair, reasonable, and adequate; authorized this notice; and scheduled a hearing to determine whether to grant final approval.

Who Is Included in the Settlement

5. *How do I know if I am part of the settlement?*

The Court has decided that everyone who fits the following description is a Class Member, and is thus included in the settlement:

All persons who initiated the purchase of a subscription to an app through the Apple App Store, excluding subscriptions to first-party Apple apps, during the period between June 21, 2015 and January 30, 2019, while enrolled in a Family Sharing group that had at least one other member at the time of the purchase, and who Apple’s records indicate were resident in the United States at the time of the purchase. Excluded from this Class definition are all employees, officers, or agents of Defendant Apple Inc. Also excluded from this Class definition are all judicial officers assigned to this case as well as their staff and immediate families.

6. *I’m still not sure if I am included in the Class. What should I do?*

If you are still not sure whether you are included in the Class, you can visit the website www.PetersFamilySharingPlan.com, call toll-free 1-866-914-0236, or write to *Peters v. Apple* Class Action Settlement Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134, for more information.

The Settlement Benefits

7. *What does the settlement provide?*

The Parties to the Lawsuit have agreed to a \$25 million settlement (the “Gross Settlement Amount”). Apple will deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator, a neutral company that the Court has appointed to send this notice, calculate and make payments, process Class Members’ opt-out requests, and perform other tasks necessary to administer the settlement.

After deducting any Court-approved attorneys’ fees and costs, incentive awards to the Class Representatives, and administrative and notice costs, the Settlement Administrator will determine the Class Payment that will be made available to Class Members in accordance with the description provided in the response to Question 8 below.

It is possible the Court will decline to grant final approval of the settlement or decline to enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiffs and Apple have agreed that, should either of these events occur, the settlement will be void: Apple will not pay any money and Class Members will not release any claims against Apple.

8. *How much will the Class Payment be?*

Each Class Member that elects to receive a Class Payment will receive a pro rata distribution of the settlement, up to \$30.00. The amount of the Class Payment will depend on the total number of Class Members who choose to receive a Class Payment and on the amount of Court-approved deductions from the Gross Settlement Amount.

Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the final approval hearing:

- Up to \$8,333,333.33 (33 1/3% of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$2,000,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on this case without payment.
- Up to \$15,000 to each Class Representative as an incentive award for filing the Lawsuit, working with Class Counsel and representing the Class. An incentive award will be the only monies Class Representatives will receive other than the Class Representatives’ Class Payments, should they elect to receive Class Payments.
- Up to \$2,000,000 to the Settlement Administrator for services administering the settlement.

Class Members have the right to object to any of these deductions. Apple may also object to Plaintiffs’ and/or Class Counsel’s requests for attorneys’ fees, litigation expenses, or incentive awards. The Court will consider all objections.

How to Get a Class Payment

9. *How do I get a Class Payment?*

If you received a notice indicating that Apple has determined that you may be a Class Member and do not opt out of the Class, you have the option of electing to receive a Class Payment by either check or ACH transfer. To receive a Class Payment, you **must** inform the Settlement Administrator by March 1, 2024 and let the Settlement Administrator know whether you elect to receive the payment by check or ACH transfer and the corresponding mailing address or banking information for the payment’s distribution. You can choose to receive a Class Payment by visiting www.PetersFamilySharingPlan.com. After the Court issues its final approval of the settlement, the Settlement Administrator will then issue a check that you can cash or will initiate an ACH transfer.

If you elect to receive a Class Payment by check, your check will show the date when the check expires (the “void date”). If you don’t cash your Class Payment by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to a non-profit organization or foundation authorized by the Court.

If you choose to receive a check and change your address, be sure to notify the Settlement Administrator as soon as possible. Question 26 of this notice has the Settlement Administrator’s contact information.

10. *When will Class Payments be made?*

The Court will hold a hearing on April 2, 2024 to decide whether to grant final approval of the settlement. Class Payments will be distributed to Class Members after the Court grants final approval of the settlement and any objections are overruled with finality. The Court may also elect to move the final approval hearing to a different date or time in its sole discretion, without providing further notice to the Class. The date and time of the final approval hearing can be confirmed at www.PetersFamilySharingPlan.com.

11. *What if I lose my settlement check?*

If you lose or misplace your settlement check before cashing it, contact the Settlement Administrator, who will replace it as long as you request a replacement before the void date on the face of the original check. If you do not request a replacement check before the void date, you will have no way to recover the Class Payment.

Claims Released by Class Members

12. *What rights am I giving up to stay in the Class and get a Class Payment?*

Unless you opt out, you will remain in the Class. If the settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit against Apple that is related to the subject matter of the claims in this Lawsuit. The rights you are giving up are called Released Claims, which are explained in Question 13.

13. *What are the Released Claims?*

Each member of the Class who has not timely requested exclusion from the Class, and each of their respective successors, assigns, legatees, heirs, and personal representatives, will be deemed to have released Apple and its past, present, and future successors and predecessors in interest, subsidiaries, affiliates, direct or indirect parents, wholly or majority-owned subsidiaries, divisions, affiliated and related entities, partners and privities, and each of Apple's past, present, and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers, and reinsurers, as well as each developer, marketer, and publisher of apps on Apple's App Store, of all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, under any law including but not limited to any federal common or statutory law or any state's common or statutory law, known or unknown, in law or equity, fixed or contingent, which they have or may have, reasonably arising out of, or reasonably relating to, the facts alleged in the Complaint, including but not limited to any alleged confusion regarding the ability to share subscriptions through Family Sharing.

Opting Out of the Settlement

If you want to keep the right to sue or continue to sue Apple at your expense for any claim related to the subject matter of this Lawsuit, and you do not want to receive a Class Payment from this settlement, you must take steps to get out of the settlement. This is called opting out of, or excluding yourself from, the settlement.

14. *How can I request to opt out of the settlement?*

To opt out, you must send a letter with the following information:

- Your full name, address, telephone number, and email address;
- A statement that you wish to opt out of the Class in *Walter Peters v. Apple Inc.*, No. 19STCV21787; and
- Your signature

You can download a form to use for your opt-out request at www.PetersFamilySharingPlan.com.

You must mail your signed opt-out request to:

Peters v. Apple Class Action Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134

Your opt-out request must be postmarked no later than March 1, 2024 or it will be invalid.

You must make the request yourself. If someone else makes the request for you, it will not be valid.

15. *If I opt out, can I still get a Class Payment from this settlement?*

No. If you opt out, you are telling the Court that you don't want to be part of the Class in this settlement. You can only get a Class Payment if you remain in the Class. See Question 9 for more information.

16. *If I do not opt out, can I sue Apple for the same claims later?*

No. Unless you opt out, you are giving up the right to sue Apple regarding any claims that are related to the subject matter of the claims in this Lawsuit. You must opt out of this Lawsuit to have the ability to start or continue with your own lawsuit or be part of any other lawsuit against Apple related to the subject matter of the claims in this Lawsuit.

The Lawyers Representing the Class

17. *Do I have a lawyer in this case?*

Yes. The Court appointed the following attorneys to represent you as Class Counsel:

Justin F. Marquez and Thiago Coelho
Wilshire Law Firm, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010

You do not have to pay Class Counsel out of your own pocket. If you want to be represented by your own lawyer and have that lawyer appear in Court for you in this case, you may hire one at your own expense.

18. *How will Class Counsel be paid?*

Class Counsel will ask the Court for an award of attorneys' fees of up to \$8,333,333.33 (33 1/3% of the Gross Settlement Amount) and up to \$2,000,000 for their litigation expenses, as well as incentive awards of up to \$15,000 to the Class Representatives. Class Counsel will move for both the incentive awards and for attorneys' fees and costs, and the Court will determine the amounts to be awarded. All of these amounts, as well as the administrative and notice costs associated with the settlement, will be paid from the \$25 million that the Parties settled for before making Class Payments to Class Members. Apple reserves the right to object to any motion, including for attorneys' fees and costs or an incentive award, filed by Class Counsel. A copy of Class Counsel's motion for attorneys' fees and costs and for the Class Representatives' incentive awards will be available at www.PetersFamilySharingPlan.com by February 2, 2024.

19. *May I get my own lawyer?*

If you are in the Class, you are not required to hire your own lawyer because Class Counsel is representing you. However, if you want your own lawyer, you may hire one at your own expense. If you opt out of the settlement, you will no longer be represented by Class Counsel once the settlement is approved.

Objecting to the Settlement

20. *How can I tell the Court that I do not like the settlement?*

If you are a Class Member, you can tell the Court if there is something about the settlement that you do not like by submitting an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the proposed settlement. If the Court denies approval, no Class Payments will be sent out and the Lawsuit will continue.

You may object to the settlement in writing by sending written notice to the Settlement Administrator. All written objections and supporting papers must: (a) clearly identify the case name and number (*Walter Peters v. Apple Inc.*, No. 19STCV21787); (b) include your full name, address, telephone number, and email address of your attorney (if you are represented by counsel); (c) state the grounds for the objection; (d) be mailed to the Settlement Administrator at *Peters v. Apple* Class Action Settlement Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134; and (e) be postmarked on or before March 1, 2024.

You may also appear and request to make an objection at the final approval hearing before the Court on April 2, 2024, either in person or through your lawyer, if you choose to retain your own lawyer. The Court may elect to move the final approval hearing to a different date or time in its sole discretion, without providing further notice to the Class. The date and time of the final approval hearing can be confirmed at www.PetersFamilySharingPlan.com.

Before deciding whether to object, you may wish to see what Plaintiff and Apple are asking the Court to approve. By February 2, 2024, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why they think the proposed settlement is fair. Also by February 2, 2024, Class Counsel and/or Plaintiffs will file in Court a motion stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses, and (ii) the amount the Class Representatives are requesting as an incentive award. Upon reasonable request, Class Counsel will send you copies of these documents at no cost to you. You can also view them on these documents on the settlement website at www.PetersFamilySharingPlan.com.

21. *What is the difference between objecting and opting out?*

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class (and do not opt out). Opting out is telling the Court that you don't want to be part of the Class. If you opt out, you cannot object because the settlement no longer affects you.

The Court's Final Approval Hearing

The Court will hold a hearing, called the "final approval hearing," to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

22. *When and where will the Court decide whether to approve the settlement?*

The Court will hold the final approval hearing on April 2, 2024, at 9:00 AM, at the Spring Street Courthouse, Department 6, 312 North Spring Street, Los Angeles, CA 90012. At this hearing, the Court will decide whether to approve the settlement, Class Counsel's request for attorneys' fees and costs, and any incentive awards to the Class Representatives. If there are objections, the Court will consider them. The Court may elect to move the final approval hearing to a different date or time in its sole discretion, without providing further notice to the Class. The date and time of the final approval hearing can be confirmed at www.PetersFamilySharingPlan.com.

If the Court approves the settlement and enters judgment, the Court's order and notice of judgment will be available on the settlement website at www.PetersFamilySharingPlan.com.

23. *Do I have to come to the final approval hearing?*

No. Class Counsel will answer any questions the Court may have. However, you are welcome to come to the final approval hearing at your own expense and ask the Court to speak. If you send an objection by mail, you do not have to come to the final approval hearing to talk about it, but you may do so if you like. You may also pay your own lawyer to attend, but that is not necessary.

24. *May I speak at the final approval hearing?*

You may ask the Court for permission to speak at the final approval hearing. You can attend (or hire a lawyer at your expense to attend on your behalf) either personally or virtually via LACourtConnect (www.lacourt.org/lacc/).

If You Do Nothing

25. *What happens if I do nothing at all?*

If you are a Class Member and you do nothing, you will give up the rights explained in Question 13, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Apple related to the Lawsuit or for claims that in any way are related to the subject matter of the claims in this Lawsuit. You will not receive a Class Payment.

Getting More Information

26. *Are more details available?*

Visit the website at www.PetersFamilySharingPlan.com, where you will find the settlement agreement and other related documents. You may also call or write to the Settlement Administrator or Class Counsel using the information below.

Settlement Administrator:

Peters v. Apple Class Action Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134
1-866-914-0236

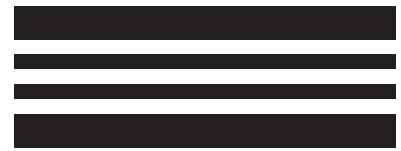
Class Counsel:

Justin F. Marquez and Thiago Coelho
justin@wilshirelawfirm.com
thiago@wilshirelawfirm.com
1-855-977-9094
Wilshire Law Firm, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010

You may also view Court documents filed in this case by going to the Court's website at www.lacourt.org/casesummary/ui/index.aspx and entering the case number for this case, Case No. 19STCV21787. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800. **Do NOT telephone the Court to obtain information about the settlement.**

Exhibit E

Peters v. Apple Class Action
Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134



VISIT THE SETTLEMENT WEBSITE BY
SCANNING THE PROVIDED QR CODE
Walter Peters v. Apple Inc.

A4E

<<Barcode>>

Postal Service: Please do not mark barcode

Claim#: A4E-<<ClaimID>>-<<MailRec>>

<<First1>> <<Last1>>

<<CO>>

<<Addr1>> <<Addr2>>

<<City>>, <<ST>> <<Zip>>

<<Country>>

SUPERIOR COURT OF CALIFORNIA
LOS ANGELES COUNTY

No. 19STCV21787

**All payment elections must be
submitted online or
postmarked by
March 1, 2024**

Claim ID: <<ClaimID>>

PIN Code: <<PIN>>

Payment Election Form

This Payment Election Form may be submitted online at www.PetersFamilySharingPlan.com or completed and mailed to the address above. Submit your completed Payment Election Form online or mail it so it is postmarked no later than **March 1, 2024**.

I. PAYMENT INFORMATION

The Settlement Administrator will use this information for communications and payments. If this information changes before settlement payments are issued, contact the Settlement Administrator at the address above.

<input type="text"/>			<input type="text"/>	<input type="text"/>		
First Name			M.I.	Last Name		
<input type="text"/>						
Mailing Address, Line 1: Street Address/P.O. Box						
<input type="text"/>						
Mailing Address, Line 2						
<input type="text"/>			<input type="text"/>	<input type="text"/>		
City			State	ZIP Code		
<input type="text"/> - <input type="text"/> - <input type="text"/>						
Preferred Telephone Number						
<input type="text"/>						
Email Address						

II. ATTESTATION AND SIGNATURE: I was enrolled in a Family Sharing group with at least one other person between June 21, 2015 and January 30, 2019, was a U.S. resident during that time, and purchased a subscription to an app (other than one published by Apple) through the App Store during that time. I declare under penalty of perjury that the information provided in this Payment Election Form, to the best of my knowledge, is true and correct.

Signature: _____ Date of Signature (mm/dd/yyyy): _____

III. PAYMENT SELECTION: If you wish to receive your payment electronically, you must provide your payment selection through the Settlement website at www.PetersFamilySharingPlan.com. Otherwise your payment will be issued via check.



FOR PROCESSING ONLY	OB <input type="text"/>	CB <input type="text"/>	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
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Exhibit F

Peters v. Apple Class Action
Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134



VISIT THE SETTLEMENT WEBSITE BY
SCANNING THE PROVIDED QR CODE

Walter Peters v. Apple Inc.

SUPERIOR COURT OF CALIFORNIA
LOS ANGELES COUNTY

No. 19STCV21787

**All Payment Elections must be
submitted online or
postmarked by
March 1, 2024**

A4E

<<Barcode>>

Postal Service: Please do not mark barcode

Claim#: A4E-<<ClaimID>>-<<MailRec>>

<<First1>> <<Last1>>

<<CO>>

<<Addr1>> <<Addr2>>

<<City>>, <<ST>> <<Zip>>

<<Country>>

Opt-Out Form

Walter Peters v. Apple Inc., No. 19STCV21787

Complete and mail this form if you want to be excluded from the settlement in *Walter Peters v. Apple Inc.*, No. 19STCV21787. By excluding yourself, you will keep the right to sue or continue to sue Apple at your expense for any claim related to the subject matter of this Lawsuit, and you will not receive a Class Payment from this settlement.

1. Class Member Information

First Name M.I. Last Name

Payment Election ID (Required)

Street Address

Address (continued)

City

State

ZIP Code

Telephone Number

I acknowledge that I wish to be excluded from the settlement in *Walter Peters v. Apple Inc.*, No. 19STCV21787.

Signature: _____ Date (mm/dd/yyyy): _____

Print Name: _____

2. Mail this Opt-Out Form postmarked by **March 1, 2024** to *Peters v. Apple* Class Action Settlement Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134.

Questions? Call 1-866-914-0236 toll-free or visit www.PetersFamilySharingPlan.com



FOR PROCESSING ONLY	OB	CB	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
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Exhibit G

EXCLUSION LIST

Exclusion List		
PaymentID	First	Last
107237464901	JOSHUA	ADAMS
104627958201	AHMED	AL-MUHAIIDIB
108580858101	MIEKO	AONO
102658632001	STEVE	AUERBACH
102818699001	DUSTIN	BROWN
107987958501	RAY	CAMPBELL
103541553201	JON	CARUANA
110463765001	RIKA	COFFMAN
106136007401	DAVID	COLLANTES
103794955001	CHRISTOPHER	COOKE
104856368901	TAHANI	CREISAT
103494714001	JUDY	CRIVELLI
104373710401	CHERYLE	DUFFY LEHRER
108379002201	CHRISTINA	EICKMEYER
105332256801	KEVIN	FRANKLIN
105009486401	JEFFREY	GIBBONS
103554113001	CYNTHIA	GIERHART
108127162501	TROY	GOSS
110245038601	JEAN-DENIS	HAAS
102741616501	TONY	HATCH
106363216401	JENNIFER	HIGASHIYAMA
106647121001	AARON	HOLCOMB
106234234001	ANDREW	HOLLIS
102595317401	AMY	JACKSON
103419669201	BRANDON	KELSHEIMER
103792656501	BRIAN	KOZIOLEK
107577469801	JAMES	KREKOW
108125108201	BRYAN	LANSER
101156820001	SKYE	LEWIN
100084599801	ANNE	LUTHER
106913556001	MELANIE	MARTIN
102681717101	LISSET	MARTÍNEZ GENIZ
102877567301	SCOTT	MCCLAIN

Exclusion List

PaymentID	First	Last
101951978501	MIKE	MCKENNA
108551372601	ANGELA	MCKENZIE
106678660801	JOHN	METCALF
100378533801	ROBERT	MICHELUCCI
108151750001	CHARLES	MILES
107171647401	MICHAEL	MORTON
107931205001	NOAH	NIDAY
102865043001	MICHAEL	O'CONNOR
103649053301	LUIS	OLIVAS
106330387601	CLAUDIA	ORDONEZ
108802052101	ASHLEY	PACHECO
109752682701	CHRIS	PADGETT
103269025701	SCOTT	PIERCE
103717541801	PATRICIA	PRUITT
108018451401	TRACY	RICHARDSON
102334228201	EDUARDO E	SANTAMARIA
105062075201	KATIE	SCHIAVO
104872973701	THOMAS	SCOTT
103610079601	MIRCEA	STOICA
106723198101	BRIAN	STURM
105997896001	MATTHEW	TEVENAN
110127725301	KORTNEY	THOLEN
104161791701	JADRANKO	TOMAS
104350816201	DEAN CARL	TOVES
105019506701	RYAN L	TUTTLE
108083344601	CAROLINE	WALKER
107092912001	JENNIFER	WALL
102517378701	LAURA	WOLF
104470968001	GULUZAR	YARDIM

Exhibit H

To Whom It May Concern: Walter Peters v. Apple Inc., No. 19STCV21787

Grounds for Objections:

1. Excessive range of per Class Representative fee "up to" \$15,000 per Class Representative.
2. Excessive total fees charged by the Plaintiff Lawyers against the settlement amount.

If I am properly reading the provided settlement information, then two things jump out at me.

First, there is no indication or estimate as to the number of impacted consumers. Some historical rate of expected claimants based on the number of impacted consumers might be helpful because the lawyers are indicating they intend to charge "up to" \$15,000 per Class Representative. Who determines the Min/Max range of charges? How much does it cost to run a database, process a check, and mail it out (postage and envelope)? Don't payroll companies handle similar transactions regularly? Banking institutions send out statements (minus payment checks) all the time. If the cost to do that was approaching anything near \$15,000 per transaction, then they would not be in business. This valuation for the service of paying out the settlement to Class Representatives seems excessive, especially when paired with my second point.

Second, the total settlement amount has been determined to be \$25M. Only \$2M of the Lawyer's fee is designated as "costs". I note this is a nice, round number, which in and of itself seems extremely unlikely given "costs" should be things like pens, pencils, paper, travel expenses, deposition fees for either required personnel to be present or equipment, etc. Additionally, the remaining fee of \$8.33M would be solely comprised of billed lawyer hours? Are we allowed to see any comparison to what the billed hours were by Apple's defense team? Are they remotely similar/equivalent?

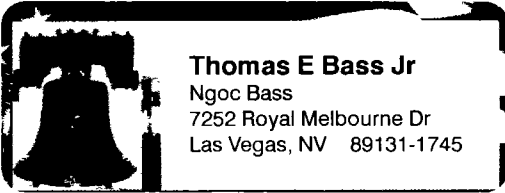
In closing, I think that legal fees of 41.3% of the total settlement amount are excessive. That percentage is prior to any inclusion of a potential \$15K/Class Representative charge that could also be levied. I would respectfully ask the court to consider limiting the legal fees to a more reasonable maximum of 33%.

Thomas Elvin Bass, Jr.
Cypher Consulting
702-886-4498

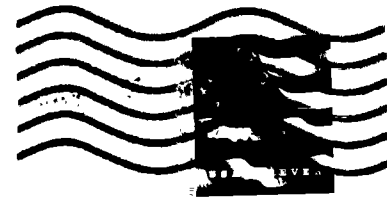


Mailing Address:

7252 Royal Melbourne Drive
Las Vegas, NV 89131



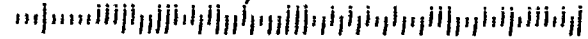
LAS VEGAS NV 890
26 FEB 2024 PM 5 L



RECEIVED
MAR 01 2024
KURTZMAN CARSON CONSULTANTS

SETTLEMENT ADMINISTRATOR
PETERS V. APPLE CLASS ACTION SETTLEMENT ADMIN
P.O. BOX 301134
LOS ANGELES, CA 90030-1134

90030-113434





B

December 18, 2023

Settlement Administrator: Peters v. Apple Class Action Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134

Clerk of the Court
SUPERIOR COURT OF CALIFORNIA
LOS ANGELES COUNTY

In re: Walter Peters v. Apple Inc., No. 19STCV21787;

Objection to the terms of the settlement from:

David Philip Gerard (class member payment ID 102899910501)
909 Midwest Club
Oak Brook, IL, 60523
630 986-0003

I am not represented by counsel.

I do not intend to appear at the Final Approval Hearing.

I will not opt out of the settlement.

Dear U.S. District Court and Judge Elihu M. Berle:

I am a class member and wish to object to the settlement on behalf of the entire class. My objection is that the Plaintiffs' attorneys are being paid too much.

See document settlement terms, paragraph 8:

Each Class Member that elects to receive a Class Payment will receive a pro rata distribution of the settlement, up to \$30.00. The amount of the Class Payment will depend on the total number of Class Members who choose to receive a Class Payment and on the amount of Court-approved deductions from the Gross Settlement Amount. Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the final approval hearing:

- Up to \$8,333,333.33 (33 1/3% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$2,000,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on this case without payment.
- Up to \$15,000 to each Class Representative as an incentive award for filing the Lawsuit, working with Class Counsel and representing the Class. An incentive award will be the only monies Class

Representatives will receive other than the Class Representatives' Class Payments, should they elect to receive Class Payments.

- Up to \$2,000,000 to the Settlement Administrator for services administering the settlement.

As the Supreme Court recognized, "a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." Boeing Co. v. Van Gemert, 444 U.S. 472, 478 (1980).

In their Declaration, Class Counsel claims to have devoted considerable time and effort with no reimbursement for their services.

I object to the rate of 33 1/3% and an additional \$2,000,000 in expenses or a total of up to 10,333,333 in fees or 41.33% of the total settlement.

See

https://www.uscourts.gov/sites/default/files/theodore_eisenberg_geoffrey_miller_attorneys_fees_in_class_actions_0.pdf

Page 16, Figure 5 (top of page) which shows the attorney fees as a percentage of the total settlement in class action lawsuits from 1993 to 2008. Most of the class action settlements with attorney fees in 33% range (or more) were smaller cases with settlements less than log recovery 7.4=\$25,000,000 of this case. If one looks at the cases that settled from 2003 to 2008 in the 25,000,000 (log recovery 7.4) range, not a single case had fees over 37%. The average fee was about 19% (range about 3% to 37%) and some of these cases went to trial.

In addition, the data show is a strong inverse correlation between attorney fees and the size of the settlement (larger settlements have smaller fees).

I object to this case being characterized as an excellent result for the class with less than \$30 awarded per member of the class. It certainly will be an excellent result for plaintiff's attorneys.

I would propose a attorney fee of 18% with no additional expenses awarded. This case was settled without going to trial.

My personal information is:

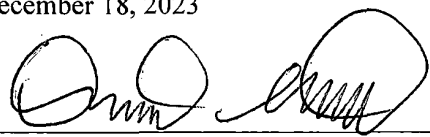
Name: David Philip Gerard Email: davidpgerard@comcast.net

Address: 909 Midwest Club Oak Brook, IL 60523

Phone No.: 630 986-0003

Dated: December 18, 2023

Signed: _____



Printed name: David Philip Gerard

December 18, 2023



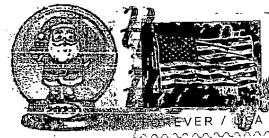
322 PROSPECT AVENUE
HARTFORD, CT 06106

RECEIVED

DEC 27 2023

S SUBURBAN IL 604

18 DEC 2023 PM 8 L



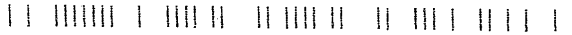
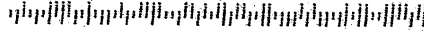
KURTZMAN CARSON CONSULTANTS

Settlement Administrator: Peters vs. Apple

PO Box 301134

Los Angeles, CA 90030-1134

90030-113434



To: Settlement Administrator
Re: Walter Peters v. Apple Inc., No. 19STCV21787

From: Matthew Lyon, PO Box 13272, Olympia WA 98508; 503-927-3357
Date: January 4, 2024

CC: Apple General Council

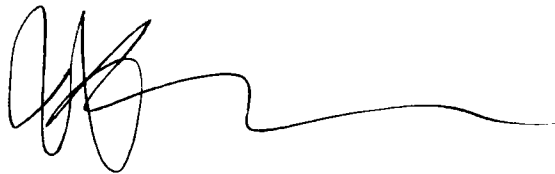
I object to this settlement on the following grounds:

1. I remember the wording around family sharing and subscriptions: I found it confusing and not misleading; I remember having some questions about how it worked that some quick internet searches answered promptly, and remember Apple working quickly to update their methods for understanding how family sharing and subscriptions work to be more clear.

Not only do I agree with Apple's position that they did not make any misleading misrepresentations, but I believe they are one of the better corporate citizens in this regard.

2. The amount of money earmarked for Class Council in this settlement is ridiculous. I have been a class member in no fewer than a dozen class action suits over the previous two years and this is one of the highest percentages set aside for attorney's fees and litigation expenses I have seen among the settlements.

While I believe that class action lawsuits are, in general, a helpful way to keep corporations in check against wrongdoing, my observation is that their causes are becoming increasingly frivolous, and of the settlement notifications I have received over the past two years, this is the most frivolous, and strikes me as a way to enrich attorneys through what will invariably be higher costs to consumers.

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

LYON
PO BOX 13272
OLYMPIA WA 98508

TACOMA WA 983
OLYMPIA WA
4 JAN 2024 PM 4 L



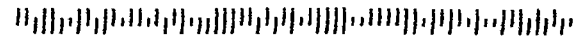
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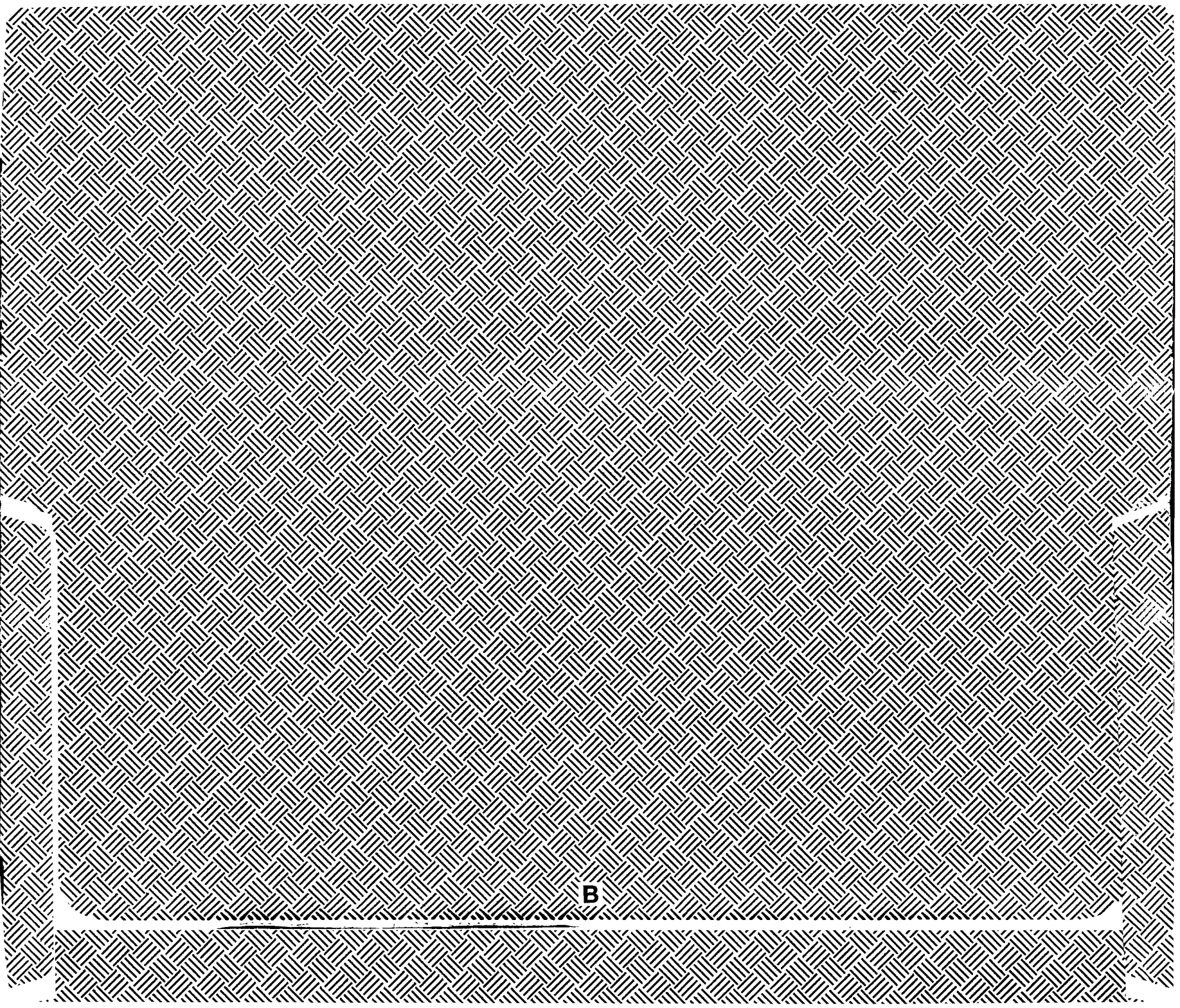
JAN 08 2024

KURTZMAN CARSON CONSULTANTS

PETERS VS. APPLE
CLASS ACTION ADMINISTRATOR
PO BOX 301134
LOS ANGELES, CA 90034-1134

90030-113434





B

David Wible
2500 Water Oak Cir
Navarre, FL 32566
david.wible@outlook.com
850-218-7180

Walter Peters v. Apple Inc., No. 19STCV21787

Peters v. Apple Class Action Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134

02/26/24

Dear Peters v. Apple Class Action Settlement Administrator,

I am writing to express my objection to the proposed settlement in the case of Walter Peters v. Apple Inc., No. 19STCV21787. While I appreciate the efforts made in reaching a resolution, I believe that certain aspects of the settlement are deeply flawed and fail to adequately address the interests of the class members.

First and foremost, I find the requested attorneys' fees of up to \$8,333,333.33 (33 1/3% of the Gross Settlement Amount) to be exorbitant and unjustifiable. Such a substantial portion of the settlement amount seems disproportionate and unjust, especially considering the nature of the alleged wrongdoing and the limited relief provided to the class members.

Additionally, the proposed litigation expenses of up to \$2,000,000 further compound the issue of excessive compensation for Class Counsel. These expenses, while necessary to pursue the litigation, should be scrutinized carefully to ensure they are reasonable and directly related to the advancement of the class members' interests.

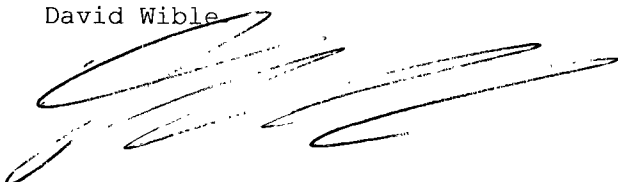
Moreover, the incentive awards of up to \$15,000 for the Class Representatives appear inadequate given the time, effort, and risk undertaken by these individuals in representing the class. Such a nominal sum fails to recognize the significant contributions made by the Class Representatives and undermines the principles of fairness and equity.

In summary, I strongly object to the proposed settlement terms, specifically the excessive attorneys' fees, litigation expenses, and inadequate incentive awards. I urge the Court to carefully review these aspects of the settlement and consider the best interests of the class members before granting final approval.

Thank you for considering my objections. Please do not hesitate to contact me if you require any further information or clarification.

Sincerely,

David Wible



KURTZMAN CARSON CONSULTANTS

MAR 04 2024

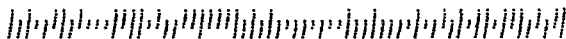
RECEIVED

PENSACOLA FL 325
27 FEB 2024 PM 2 L



Peters v. Apple Class Action Settlement
Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134

90030-113434



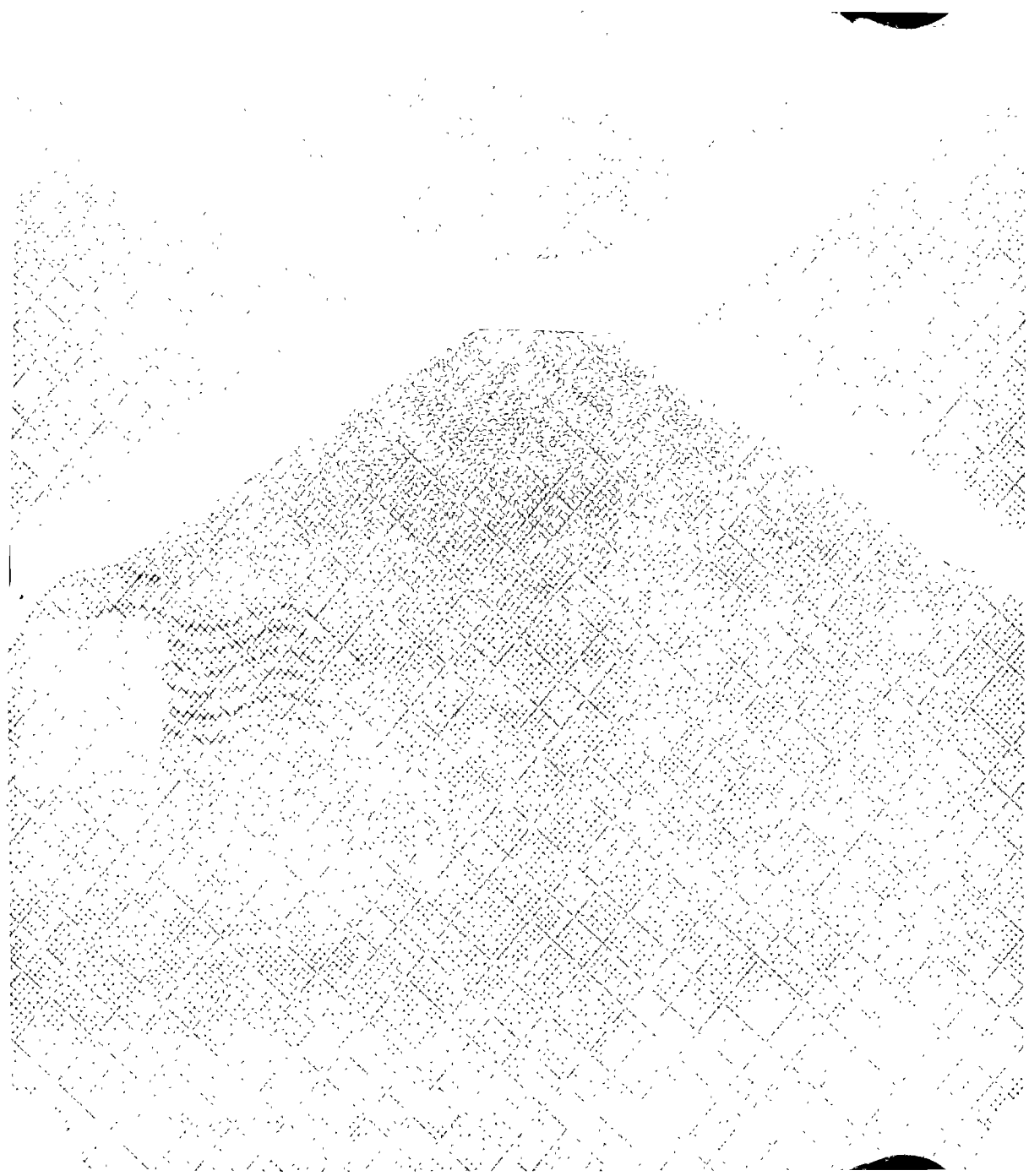


Exhibit I

Estimated Final Costs
Peters v. Apple, Inc.

Item	Total Accrued	Difference
Postcard Mailing	\$ 29,181.67	\$ (19,180.67)
Email Cleanse	\$ 26,202.60	\$ (713.60)
NCOA	\$ 14,137.24	\$ 93.76
First Class Postage	\$ 469,006.81	\$ (141,482.81)
EOA ADDRESS SEARCH	\$ 54,146.85	\$ (47,933.85)
Email Notice	\$ 15,395.93	\$ (6,899.93)
Notice & Claim Form Requests	\$ 117.60	\$ 137.40
Returned Undeliverable Mail	\$ 8,255.80	\$ (5,224.80)
Address Search Standard	\$ 4,810.40	\$ (1,779.40)
Found & Remaild	\$ 3,510.00	\$ 1,036.00
IVR Setup	\$ 2,750.00	\$ -
IVR Monthly Fees	\$ 650.00	\$ (50.00)
IVR Line Charges	\$ 811.24	\$ 17,253.76
IVR Transcriptions	\$ 169.20	\$ 21.80
Telephone Support/punch to live	\$ 57.03	\$ 5,916.98
Website Hosting	\$ 650.00	\$ (50.00)
Website Registration	\$ 175.00	\$ -
Claims Processing (Online)	\$ 24,661.43	\$ 15,085.58
Claims Processing (Mail)	\$ 25,073.05	\$ (23,010.05)
Postcard Checks	\$ 44,250.00	\$ 31,819.00
Reissue Checks	\$ 13,275.00	\$ 9,549.00
ACH Ping	\$ 5,000.00	\$ (2,345.00)
Data Entry & Claim setup	\$ 895.00	\$ -
PO Box	\$ 500.00	\$ (500.00)
ACH Deposit	\$ 17,500.00	\$ (9,136.00)
email box setup	\$ 350.00	\$ (350.00)
ACH Failures	\$ 500.00	\$ (500.00)
Income Tax Return	\$ 1,750.00	\$ -
	\$ 763,781.85	\$ (164,735.85)

Hours		
Data Development	\$ 45,056.00	\$0.00
Document Development	\$ 3,632.05	\$0.00
Print Production	\$ 3,035.35	\$0.00
Call Center / IVR Development and Maintenance	\$ 1,052.80	\$1,052.80
Website Development and Maintenance	\$ 18,814.40	\$0.00
E-mail Campaign	\$ 3,802.05	\$0.00
Mail Intake	\$ 90,000.55	\$0.00
Handling of underliverable Mail	\$ 467.50	\$467.50
Address Searches	\$ 403.75	\$403.75
Case Processing	\$ 2,013.10	\$0.00
Claims Processing	\$ 94,517.45	\$0.00
Principal Project Management	\$ 6,707.50	\$0.00
Deficiency Processing	\$ -	\$0.00
Exclusion & Objection Processing	\$ 498.95	\$498.95
Distribution Calculation / Management	\$ 7,040.00	\$0.00
Distribution and Reissues	\$ 3,600.00	\$3,600.00
Reporting and Declarations	\$ 1,378.80	\$1,378.80
Funds Management and Accounting	\$ 8,092.80	\$0.00
Case Setup, Planning and Management	\$ 28,588.25	\$28,588.25
	318,701.30	\$35,990.05
	\$ 7,006.40	

\$ 1,089,489.55

Not to exceed total: \$872,283.20

