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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

VERONICA A. MARAVILLA, an individual,
on behalf of herself and on behalf of all persons
similarly situated,

Plaintiff,

v.

VENUS ET FLEUR LLC, a New Jersey
Limited Liability Company; and DOES 1-50,
Inclusive,

Defendants.

Case No.: 22STCV05864

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL AND SETTING NON-APPEARANCE
CASE REVIEW**

Date: April 22, 2024

Time: 10:00 a.m.

Judge: Hon. Lawrence P. Riff

Dept.: 7

FILED
Superior Court of California
County of Los Angeles
04/22/2024
David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Attorneys' Fees and Litigation Costs and Class
3 Representative Payment duly came on for hearing on April 22, 2024, before the above-entitled
4 Court. Zakay Law Group, APLC, and the JCL Law Firm, APC, appeared on behalf of Plaintiff
5 Veronica A. Maravilla ("Plaintiff"). O'Hagan Meyer appeared on behalf of Defendant Venus ET
6 Fleur LLC, a New Jersey Limited Liability Company (hereinafter "Defendant").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in
12 the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of Los Angeles ("Court"), Case No. 22STCV05864,
15 entitled *Veronica A. Maravilla v. Venus ET Fleur LLC* and over all Parties to this litigation,
16 including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On December 22, 2023, the Court granted preliminary approval of a class-
19 wide settlement. At this same time the court approved certification of a provisional settlement class
20 for settlement purposes only. The Court confirms this Order and finally approves the settlement
21 and the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Class Notice was
24 mailed by first class mail to the Class Members at their last known addresses on January 12, 2024.
25 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
26 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
27 proposed settlement to the members of the Class Members. The Court finds that the Class Notice
28 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1 5. The Response Deadline for opting out or objecting was February 26, 2024.
2 There was an adequate interval between notice and deadline to permit Class Members to choose
3 what to do and act on their decision. No Class Members objected. No Class Members requested
4 exclusion.

5 **Fairness Of The Settlement**

6 6. The Agreement provides for a Gross Settlement Amount of \$210,000.00.
7 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
8 Cal.App.4th 1794, 1801.)

9 a. The settlement was reached through arms-length bargaining between
10 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
11 settlement.

12 b. The Parties' investigation and discovery have been sufficient to allow
13 the Court and counsel to act intelligently.

14 c. Counsel for all parties are experienced in similar employment class
15 action litigation and have previously settled similar class claims on behalf of employees claiming
16 compensation. All counsel recommended approval of the Settlement.

17 d. No objections were received. No requests for exclusion were
18 received.

19 e. The participation rate is high. 100% of Class Members will be
20 participating in the Settlement and will be sent settlement payments.

21 7. The consideration to be given to the Class Members under the terms of the
22 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
23 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
24 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
25 litigation and the delays which would ensue from continued prosecution of the Action.

26 8. The Agreement is finally approved as fair, adequate, and reasonable and in
27 the best interests of the Settlement Class Members.

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1 **PAGA Payment**

2 9. The Agreement provides for a payment of PAGA Payment in the amount of
3 \$8,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA
4 Payment and the allocation of \$7,500.00 to LWDA and \$2,500.00 to Aggrieved Employees is fair
5 and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021)
6 72 Cal.App.5th 56.

7 **Attorneys' Fees and Litigation Costs**

8 10. The Agreement provides for a payment for Attorneys' Fees and Litigation
9 Costs in the amount of up to Eighty Six Thousand, Five Hundred Thirty-Four Dollars and Sixty-Six
10 Cents (\$86,534.66). Subject to Court approval, the Attorneys' Fees and Litigation Costs consists of
11 attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount, or Seventy Thousand
12 Dollars and Zero Cents (\$70,000.00) and reimbursement of litigation expenses in the amount of
13 Sixteen Thousand Five Hundred Thirty-Four Dollars and Sixty-Six Cents (\$16,534.66).

14 11. An Attorneys' Fees and Litigation Costs payment of Eighty Six Thousand,
15 Five Hundred Thirty-Four Dollars and Sixty-Six Cents (\$86,534.66) comprised of attorneys' fees
16 in the amount of Seventy Thousand Dollars and Zero Cents (\$70,000.00) and reimbursement of
17 litigation expenses in the amount of Sixteen Thousand Five Hundred Thirty-Four Dollars and Sixty-
18 Six Cents (\$16,534.66) is reasonable in light of the contingent nature of Class Counsel's fee, the
19 hours worked by Class Counsel, and the results achieved by Class Counsel. The requested
20 attorneys' fee award represents 1/3 of the common fund, which is reasonable, and is supported by
21 Class Counsel's lodestar.

22 **Class Representative Payment**

23 12. The Agreement provides for a Class Representative Payment of up to Ten
24 Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, subject to the Court's approval. The
25 Court finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) is reasonable in
26 light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

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1 b. The “Released Class Claims” are defined as all causes of action and
2 claims that were alleged in the Action or reasonably could have been alleged based on the facts and
3 legal theories contained in the operative complaint, including all of the following claims for relief:
4 (i) failure to pay all regular rate wages, minimum wages, and overtime wages due; (ii) failure to
5 provide compliant meal periods; (iii) failure to provide compliant rest breaks; (iv) failure to timely
6 pay wages during employment; (v) failure to provide complete, accurate wage statements; (vi)
7 failure to pay wages timely at time of termination or resignation; (vii) failure to reimburse or
8 indemnify necessary business expenses; and (viii) unfair business practices that could have been
9 premised on the claims, causes of action or legal theories of relief described above or any of the
10 claims, causes of action or legal theories of relief pleaded in the operative complaint; (ix) any claim
11 for costs and attorneys’ fees and expenses; and (x) any claim arising from the claims described
12 above under applicable federal, state, local or territorial law as well as applicable regulations and
13 Wage Orders (collectively, the “Released Claims”). The Settlement Class members who cash their
14 Settlement Checks further acknowledge they are releasing all Fair Labor Standards Act (“FLSA”)
15 claims which could have been brought based on the facts pleaded in the operative complaint in the
16 Action at the time of preliminary approval. The Released Class Claims shall expressly exclude all
17 claims for vested benefits, wrongful termination, unemployment insurance, disability, social
18 security, workers’ compensation, claims while classified as exempt, and claims outside of the Class
19 Period. The Parties also agree that this release constitutes a resolution of a good faith dispute
20 concerning wages and complies with Labor Code Section 206.5. The Released Class Claims
21 expressly excludes PAGA Claims which are being separately released here only by the Aggrieved
22 Employees.

23 c. The “Aggrieved Employees” are defined as all current and former
24 non-exempt employees who worked for Defendant in California during the PAGA Period (or if any
25 such person is incompetent, deceased, or unavailable due to military service, the person’s legal
26 representative or successor in interest evidenced by reasonable verification).

27 d. The “Released PAGA Claims” are defined as all causes of action and
28 claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004

1 that were alleged in the LWDA exhaustion letter, the operative complaint in the Action or
2 reasonably could have been alleged based on the facts and legal theories contained in the operative
3 complaint in the LWDA exhaustion letter or Action, including claims for civil penalties based on
4 the following: (i) failure to pay all regular rate wages, minimum wages, and overtime wages due;
5 (ii) failure to provide compliant meal periods; (iii) failure to provide compliant rest breaks; (iv)
6 failure to timely pay wages during employment; (v) failure to provide complete, accurate wage
7 statements and/or maintain accurate payroll records; (vi) failure to pay wages timely at time of
8 termination or resignation; (vii) failure to reimburse or indemnify necessary business expenses;
9 (viii) failure to pay and/or provide sick leave; (ix) failure to abide by the maximum hours permitted
10 to work; (x) any claim for costs and attorneys' fees and expenses; and (xi) any claim arising from
11 the claims described above under applicable federal, state, local or territorial law as well as
12 applicable regulations and Wage Orders (xii) failure to maintain adequate records; and/or (xi)
13 claims, causes of action or legal theories of relief seeking civil penalties under the California Labor
14 Code Private Attorneys General Act of 2004 plead in the operative complaint and underlying
15 LWDA Exhaustion Letter. The Parties also agree that this release constitutes a resolution of a good
16 faith dispute concerning wages and complies with Labor Code Section 206.5.

17 5. Class Counsel are awarded attorneys' fees in the amount of \$ Eighty Six
18 Thousand, Five Hundred Thirty-Four Dollars and Sixty-Six Cents (\$86,534.66) for the Attorneys'
19 Fees and Litigation Costs comprised of one-third of the Gross Settlement Amount, or Seventy
20 Thousand Dollars and Zero Cents (\$70,000.00) ("Attorneys' Fees") and Litigation Costs in the
21 amount of Sixteen Thousand Five Hundred Thirty-Four Dollars and Sixty-Six Cents (\$16,534.66).
22 Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant,
23 Plaintiff, or members of the Class.

24 6. The payment of the Class Representative Payment to the Plaintiff in the
25 amount of \$10,000.00 is approved.

26 7. The payment of \$6,550.00 to the Administrator for Administration Expenses
27 Payment is approved.

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1 8. The PAGA Payment of \$8,000.00 is hereby approved as fair, reasonable,
2 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
3 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any
4 fraud or collusion.

5 9. Final Judgment is hereby entered in this action. The Final Judgment shall
6 bind each Settlement Class Member.

7 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
8 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
9 ("PAGA").

10 11. The Court further finds and determines that Class Counsel satisfied California
11 Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising
12 under the Private Attorney General Act ("PAGA") on October 6, 2023, and again on March 27,
13 2024.

14 12. The Court orders Class Counsel to comply with California Labor Code §
15 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
16 entry of this Order.

17 13. The Agreement is not an admission by Defendant, nor is this Final Approval
18 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
19 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
20 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
21 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
22 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
23 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
24 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
25 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
26 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
27 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
28 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and

Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released by the Settlement.

14. Notice of entry of this Final Approval Order and Judgment shall be given to Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members and the Final Approval Order and Judgment shall be posted on Administrator's website as indicated in the Class Notice.

15. After entry of Final Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

16. If the Settlement does not become final and effective in accordance with the terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment, and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

IT IS SO ORDERED.

DATED: 04/22/2024, 2024



Lawrence P. Riff / Judge

Hon. Lawrence P. Riff
JUDGE OF THE SUPERIOR COURT

17. The court sets a non-appearance case review concerning the disbursements of the settlement proceeds for October 25, 2024 at 9:00 a.m. The administrator is ordered to file a report under oath at least five court days in advance.