

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney S. Castillo-Johnson (State Bar #343881)
Monnett De La Torre (State Bar #272884)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
mdelatorre@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

SERGIO ABUNDIS, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

IMAGE 2000, a California Corporation; and
DOES 1 through 50, inclusive;

Defendants.

Case No. 21STCV19193

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: February 9, 2023
Time: 10:00 a.m.

Judge: Hon. Yvette Palazuelos
Dept.: 9

1 Plaintiff's motion for an order finally approving the Second Amended Stipulation of
2 Settlement of Class Action Claims and Release of Claims ("Agreement") and Motion for Class
3 Counsel Award and Class Representative Service Award duly came on for hearing on February 9,
4 2023, before the above-entitled Court. Zakay Law Group, APLC and the JCL Law Firm, APC
5 appeared on behalf of Plaintiff SERGIO ABUNDIS ("Plaintiff"). Medina McKelvey, LLP
6 appeared on behalf of Defendant IMAGE 2000 (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.
15 21STCV19193, entitled *Abundis v. Image 2000*, and over all Parties to this litigation, including the
16 Class.

17 **Preliminary Approval of the Settlement**

18 3. On August 17, 2022, the Court granted preliminary approval of a class-wide
19 settlement. At this same time the court approved certification of a provisional settlement class for
20 settlement purposes only. The Court confirms this Order and finally approves the settlement and
21 the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Notice Packet was
24 mailed by first class mail to the Class Members at their last known addresses on September 15,
25 2022. Mailing of the Notice Packet to their last known addresses was the best notice practicable
26 under the circumstances and was reasonably calculated to communicate actual notice of the
27 litigation and the proposed settlement to the members of the Class Members. The Court finds that
28

1 the Notice Packet provided fully satisfies the requirements of California Rules of Court, rule
2 3.769.

3 5. The Response Deadline for opting out or objecting was October 31, 2022.
4 There was an adequate interval between notice and deadline to permit Class Members to choose
5 what to do and act on their decision. No Class Members objected. No Class Members requested
6 exclusion.

7 **Fairness Of The Settlement**

8 6. The Agreement provides for a Total Settlement Amount of \$475,000.00.
9 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
10 Cal.App.4th 1794, 1801.)

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

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

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

19 d. The percentage of objectors and requests for exclusion is small. No
20 objections were received. No requests for exclusion were received.

21 e. The participation rate is high. All Class Members will be
22 participating in the Settlement and will be sent settlement payments.

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

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

3 **Attorneys' Fees and Litigation Expenses**

4 9. The Agreement provides for a Class Counsel Award in the amount of up to
5 One Hundred Sixty-Seven Thousand, Seven Hundred Fifty-Five Dollars and Seventeen Cents
6 (\$167,755.17). Subject to Court approval, the Class Counsel Award consists of attorneys' fees
7 equal to one-third (1/3) of the Total Settlement Amount, or One Hundred Fifty-Eight Thousand,
8 Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$158,333.33) and reimbursement of
9 costs and expenses in the amount of Nine Thousand, Four Hundred Twenty One Dollars and
10 Eighty Four Cents (\$9,421.84).

11 10. A Class Counsel Award of One Hundred Sixty-Seven Thousand, Seven
12 Hundred Fifty-Five Dollars and Seventeen Cents (\$167,755.17) comprised of attorneys' fees in
13 the amount of One Hundred Fifty-Eight Thousand, Three Hundred Thirty-Three Dollars and
14 Thirty-Three Cents (\$158,333.33) and reimbursement of actually incurred costs and expenses in
15 the amount of Nine Thousand, Four Hundred Twenty One Dollars and Eighty Four Cents
16 (\$9,421.84) is reasonable in light of the contingent nature of Class Counsel's fee, the hours
17 worked by Class Counsel, and the results achieved by Class Counsel. The requested attorneys' fee
18 award represents 1/3 of the common fund, which is reasonable and at the low end of the range for
19 fee awards in common fund cases and is supported by Class Counsel's lodestar.

20 **Class Representative Service Award**

21 11. The Agreement provides for a Class Representative Service Award of up to
22 Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff, Sergio Abundis, subject to the
23 Court's approval. The Court finds that the amount of Five Thousand Dollars and Zero Cents
24 (\$5,000.00) is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class
25 action litigation.

26 **Settlement Administration Costs**

27 12. The Agreement provides for Settlement Administration Costs to be paid in
28 an amount not to exceed \$20,000.00. The Declaration of the Settlement Administrator provides

1 that the actual claims administration expenses were \$8,500. The amount of this payment is
2 reasonable in light of the work performed by the Settlement Administrator.

3 **II.**

4 **ORDERS**

5 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

6 1. The Class is certified for the purposes of settlement only. The Settlement
7 Class is hereby defined to include all persons who worked for Defendant in California as an
8 hourly paid or non-exempt employee during the period of May 20, 2017 to January 21, 2022.

9 2. Every person in the Class who did not opt out is a Settlement Class
10 Member. The Court finds, based on the declaration of the Settlement Administrator, that zero
11 Class Members opted-out of the Settlement.

12 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
13 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
14 this Order and the terms of the Agreement.

15 4. Class Counsel are awarded attorneys' fees in the amount \$167,755.17 for
16 the Class Counsel Award comprised of one-third of the Total Settlement Amount, or One Hundred
17 Fifty-Eight Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$158,333.33)
18 and litigation expenses in the amount of Nine Thousand, Four Hundred Twenty One Dollars and
19 Eighty Four Cents (\$9,421.84). Class Counsel shall not seek or obtain any other compensation or
20 reimbursement from Defendants, Plaintiff, or members of the Class.

21 5. The payment of the Class Representative Service Award to the Plaintiff in
22 the amount of \$5,000.00 is approved.

23 6. The payment of \$20,000.00 to the Settlement Administrator for Settlement
24 Administration Costs is approved.

25 7. The PAGA Settlement Payment of \$20,000.00 is hereby approved as fair,
26 reasonable, adequate and adequately protects the interests of the public and the LWDA. Further,
27 the Court finds that Plaintiff and Class Counsel negotiated the PAGA Settlement at arms-length,
28 absent of any fraud or collusion.

1 8. Final Judgment is hereby entered in this action. The Final Judgment shall
2 bind each Settlement Class Member. The Final Judgment shall operate as a full release and
3 discharge of Defendant and the Released Parties from all class action claims arising out of or
4 reasonably related to the factual allegations pled in the operative Complaint in the Action which
5 occurred during the Class Period. The Released Class Claims include any and all claims asserted
6 in the operative class complaint and all claims that could have been asserted in the operative
7 complaint based on the same operative facts alleged in the operative complaint, including state
8 wage and hour claims for any and all violation of California's Labor code and Unfair Competition
9 law based on Defendant's failure to pay all wages due (including minimum wages, straight time
10 wages, and overtime wages, failure to provide compliant meal periods, failure to authorize and
11 permit compliant rest periods, failure to provide accurate and itemized wage statements, failure to
12 timely pay all wages due at the time of termination, failure to reimburse employees for all
13 business-related expenses, violations of the Business and Professions Code section 17200
14 predicated on the Labor Code violations alleged in the operative complaint, and all damages,
15 interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of
16 action under California law, to the extent permissible, and expressly excluding other claims,
17 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
18 social security, workers' compensation, and claims outside the Class Period. The Released Class
19 Claims do not include any claims an individual Class Member may have against themselves
20 and/or another individual Class Member that do not arise out of or are unrelated to the factual
21 allegations pled in the operative Complaint. To the extent employees are required to "opt-in" to
22 have this release be deemed effective under federal law, the acceptance and negotiation of any
23 settlement check shall be deemed effective for that purpose.

24 9. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
25 California and all Aggrieved Employees, pursuant to the California Labor Code Private Attorneys'
26 General Act ("PAGA") and shall release Defendant and the Released Parties from any and all
27 claims PAGA penalties alleged in the operative complaint and Plaintiff's PAGA notice to the
28 LWDA which occurred during the PAGA Period, and expressly excluding all other claims,

1 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
2 social security, workers' compensation, and claims outside the PAGA Period.

3 10. The term "Aggrieved Employees" is hereby defined to all persons who
4 worked for Defendant in California as an hourly paid or non-exempt employee during the PAGA
5 Period. The PAGA Period means the period between February 8, 2020, to January 21, 2022.

6 11. The Agreement is not an admission by Defendant, nor is this Final
7 Approval Order and Judgment, a finding of the validity of any claims in the Action or of any
8 wrongdoing by Defendant. Neither this Final Approval Order, the Settlement, nor any document
9 referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may
10 be used as an admission by or against Defendant of any fault, wrongdoing, or liability whatsoever.
11 The entering into or carrying out of the Agreement, and any negotiations or proceedings related
12 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or
13 concession with regard to the denials or defenses by Defendant and shall not be offered in
14 evidence in any action or proceeding against Defendant in any court, administrative agency or
15 other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of
16 this Final Approval Order and Judgment, the Settlement, or any related agreement or release.
17 Notwithstanding these restrictions, any of the Parties may file in the Action or in any other
18 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
19 records on file in the Action as evidence of the Settlement to support a defense of res judicata,
20 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
21 claims being released by the Settlement.

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

27 13. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
28 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a

1 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
2 connection with the distribution of settlement benefits.

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

8
9 **IT IS SO ORDERED.**

10 DATED: _____, 2023
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13 _____
14 Hon. Yvette Palazuelos
15 Judge, Superior Court for the State of California,
16 County of Los Angeles
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