

FILED
Superior Court of California
County of Los Angeles

06/03/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: B. Guerrero Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ELAINE MOYAL, on behalf of herself
and others similarly situated and
aggrieved,

Plaintiff,

v.

CABINETS TO GO, LLC, a California
corporation, and does 1 to 100,
inclusive,

Defendants.

Case No. 20STCV32477

*[Assigned for all purposes to Honorable
Kenneth R. Freeman, Dept. 14]*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES,
COSTS, CLASS REPRESENTATIVE
ENHANCEMENT PAYMENT, AND
ENTERING OF FINAL JUDGMENT**

Date: June 2, 2022

Time: 10:00 a.m.

1 **ORDER**

2 This matter came on for hearing on June 2, 2022, at 10:00 a.m., in Department 14 of the
3 above-captioned Court on Plaintiff's Unopposed Motion for Final Approval of Class Action
4 Settlement, Attorneys' Fees and Costs, Class Representative Enhancement Payment,
5 Administrative Costs, and Entering of Final Judgment pursuant to: (1) California Rule of Court
6 3.769(g); (2) the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action
7 Settlement, (hereinafter referred to as the "Preliminary Approval Order"); and (3) Second Revised
8 Joint Stipulation and Settlement Agreement (hereinafter referred to as the "Settlement
9 Agreement").

10 Having received and considered the Settlement Agreement, the supporting papers filed by
11 the Parties, and the evidence and argument received by the Court in conjunction with Plaintiff's
12 Motion for Preliminary Approval of Class Action Settlement; and Plaintiff's Motion for Final
13 Approval, Attorneys' Fees, Costs, Class Representative Enhancement Payment, Administrative
14 Costs, and Entering of Final Judgment, the Court grants final approval of the Settlement and
15 **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:**

16 1. Pursuant to the Preliminary Approval Order, the Notice of Class Action Settlement
17 (hereinafter referred to as the "Notice") was mailed to all members of the Class by first-class U.S.
18 mail. The Notice informed the Class of the terms of the Settlement, of their right to receive their
19 proportional Settlement Payment, of their right to request exclusion from the Class and the
20 Settlement, of their right to comment upon or object to the Settlement and to appear in person or
21 by counsel at the final approval hearing and of the date set for the Final Approval hearing.
22 Adequate periods of time were provided by each of these procedures.

23 2. In response to the Notice, no members of the Class filed a written objection to the
24 Settlement, no class members stated an intention to appear at the final approval hearing, and no
25 class member requested to be excluded from the Settlement.

26 3. The Court finds and determines that this notice procedure afforded adequate
27 protections to Class Members and provides the basis for the Court to make an informed decision
28 regarding approval of the Settlement based on the Class Members' response. The Court finds and
determines that the Notice provided in conjunction with preliminary approval was the best notice
practicable, which satisfied the requirements of law and due process.

1 4. The Court further finds and determines that the terms of the Settlement Agreement
2 are fair, reasonable and adequate to the Class and to each Class Member and that the settlement is
3 ordered finally approved, and that all terms and provisions of the Settlement Agreement should be
4 and hereby are ordered to be consummated.

5 5. The Court has certified a Class, as that term is defined in and by the terms of the
6 Settlement Agreement, and the Court deems this definition sufficient for purposes of California
7 Rule of Court 3.765(a).

8 6. The Court hereby approves the terms set forth in the Settlement Agreement and
9 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties
10 to effectuate the settlement according to its terms. The Court finds that the settlement was reached
11 as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral
12 mediator. The Court further finds that the Parties conducted extensive investigation, research, and
13 discovery and that their attorneys were able to reasonably evaluate their respective positions. The
14 Court also finds that settlement will enable the Parties to avoid additional and potentially
15 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
16 case. The Court has reviewed the monetary recovery provided as part of the settlement and
17 recognizes the significant value accorded to the Class.

18 7. The Court hereby confirms Michael Crosner, Zachary Crosner, Blake Jones, and
19 Nikki Trenner of Crosner Legal, PC as Class Counsel in this action.

20 8. The Court hereby confirms Plaintiff Elaine Moyal as the Class Representative in
21 this Action.

22 9. The Court finds and determines that the Individual Settlement Shares provided for
23 by the terms of the Settlement Agreement to be paid to Participating Class Members are fair and
24 reasonable. The Court hereby gives final approval to and orders the payment of those amounts be
25 made to the Participating Class Members in accordance with the terms of the Settlement.

26 10. The Court finds and determines that the payment of \$7,500 (75% of \$10,000) to the
27 LWDA for its share of the PAGA penalties and \$2,500 (25% of \$10,000) to PAGA Employees for
28 their share of the settlement of civil penalties in this case is fair, reasonable, and appropriate. The
Court hereby gives final approval to and orders that the payment of that amount be paid in
accordance with the Settlement.

1 11. The Court finds and determines the enhancement payment in the sum of ~~\$10,000~~
2 to Plaintiff Elaine Moyal is fair and reasonable. The Court hereby orders the Administrator to make
3 this payment to the Plaintiff/Class Representative in accordance with the terms of the Settlement
4 Agreement.

5 12. The Court finds and determines that the payment to be paid to the Settlement
6 Administrator, Simpluris Inc., in the sum of \$8,190 for its fee and expenses incurred is fair and
7 reasonable. The Court hereby orders the Administrator to make this payment to itself in accordance
8 with the terms of the Settlement Agreement.

9 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
10 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
11 \$191,666 and litigation costs of \$9,042.38. The Court finds such amounts to be fair and reasonable.
12 The Court hereby orders the Settlement Administrator to make these payments in accordance with
13 the terms of the Settlement Agreement.

14 14. Neither Defendant nor any related persons or entities shall have any further liability
15 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except
16 as provided for by the Settlement Agreement.

17 15. Nothing in this Order shall preclude any action to enforce the Parties' obligations
18 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that
19 Defendant make payments to Participating Class Members in accordance with the Settlement
20 Agreement.

21 16. The Court hereby enters final judgment in this case in accordance with the terms of
22 the Settlement Agreement, Preliminary Approval Order and this Order.

23 17. The Parties shall bear their own costs and attorneys' fees except as otherwise
24 provided for by the Settlement Agreement and this Court's Order Granting Final Approval.

25 18. Without affecting the finality of this Order in any way, the Court retains jurisdiction
26 of all matters relating to the interpretation, administration, implementation, effectuation and
27 enforcement of this order and the Settlement.
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JUDGMENT

19. This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, 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 the named Plaintiff/Class Representative and all Class Members shall take nothing from Defendant except as expressly set forth in the Settlement Agreement filed in conjunction with Plaintiff's Motion for Preliminary Approval of the Class Action Settlement and Plaintiff's Motion for Final 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.

Dated: 06/03/2022



A handwritten signature in black ink, appearing to read "Kenneth R. Freeman".

Kenneth R. Freeman/Judge

By Order of the Court
Honorable Kenneth R. Freeman
Judge of the Superior Court of California