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Attorneys for Plaintiff
FATIMA ALMAZAN on behalf of ANALI ALMAZAN

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**

FATIMA ALMAZAN on behalf of decedent) Case No.: 30-2020-01122459-CU-OE-CXC
ANALI ALMAZAN, individually and on)
behalf of all others similarly situated,)

Plaintiff,)

v.)

BOTANX, LLC, and DOES 1 to 50, inclusive,)

Defendants.)

**REVISED [PROPOSED] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AND FINAL
JUDGMENT**

**Complaint filed: January 8, 2020
FAC filed: March 24, 2021
Trial Date: None set.**

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

2 Due and adequate notice of the Settlement having been given to the Settlement Class;
3 the Court having carefully considered all papers filed and proceedings held herein, the
4 Memorandum of Points and Authorities in Support of the Motion and associated Declarations,
5 the Settlement, the arguments of counsel, and the records in this case; the Court otherwise being
6 fully informed in the premises; and good cause appearing therefore, IT IS HEREBY
7 ORDERED, ADJUDGED, AND DECREED that:

8 1. The Court grants the Motion for Final Approval of the Class Action Settlement
9 Agreement (ROA 184, Ex. A - Declaration of Adrian R. Bacon in support of Final Approval)
10 (hereinafter “the Settlement Agreement”) and grants final approval to the Settlement. The
11 Settlement Agreement is hereby incorporated into this Final Approval Order (“Order and Final
12 Judgment”), and all terms used herein shall have the same meanings set forth in the Settlement
13 Agreement.

14 2. This Court has personal jurisdiction over all members of the Settlement Class
15 and subject matter jurisdiction to approve the Settlement Agreement.

16 3. The Court confirms its previous certification of the following Settlement Class,
17 for settlement purposes only, pursuant to section 382 of the California Code of Civil Procedure:
18 “all individuals who were employed by Defendant as a non-exempt employee in California
19 during the Class Period.” The Class Period is defined as “January 8, 2016 through September
20 21, 2022.”

21 4. The Settlement provides for a non-reversionary Settlement Fund for the benefit
22 of all Class Members and Aggrieved Employees for a Gross Settlement Amount of Two
23 Hundred Fifty Thousand Dollars (\$250,000.00). (Settlement Agreement, Sec. I(N)). As
24 elaborated below, the Court orders the disbursement of the following awards, fees, and payment
25 of PAGA penalties to the LWDA from the Gross Settlement Amount: Fee Award of \$83,333.33
in attorneys’ fees; Litigation cost of \$9,957.50; Administration costs of \$10,000.00; PAGA
Award of \$10,000 (75% or \$7,500.00 to be allocated as payment to the LWDA, with the

1 remaining 25% allocated to Class Members); and Representative Service award of Service
2 Award of \$10,000.00.

3 5. The Fee and Expense Award of \$83,333.33 in attorneys' fees and \$9,957.50 in
4 actual litigation costs payable to Plaintiff's Counsel is fair and reasonable. The Court finds that
5 the attorneys' fee award is fair and reasonable under the percentage-of-the-recovery method
6 based upon the following factors: (1) the results obtained by counsel in this case; (2) the
7 significant risks and complex issues involved in this case, which required a high level of skill
8 and a high quality of work to overcome; (3) the fees' contingency upon success, which meant
9 counsel risked time and effort and advanced costs with no guarantee of compensation; (4) the
10 range of awards made in similar cases, which justifies the award requested here, which
11 represents twenty-eight percent (33%) of the Settlement Amount; and (5) the notice and
12 opportunity to object available to members of the Settlement Class and the absence of any
13 compelling objections. The Court finds that the requested Settlement Class Counsel Award
14 comports with the applicable law and is justified by the circumstances of this case. Payment of
15 the foregoing awards shall be made at the time set forth in the Settlement Agreement.

16 6. The Court confirms its previous appointment of Rust Consulting, Inc. as the
17 Settlement Administrator and finds that it has so far fulfilled its duties under the Settlement.

18 7. The Court orders that Administration Costs of \$10,000.00 be paid from the Total
19 Settlement Amount to the Settlement Administrator for past and future unreimbursed expenses
20 relating to notice and administration of the Settlement.

21 8. The PAGA Award of \$10,000 (75% of \$7,500, with the remaining 25% allocated
22 to Class Members) is approved.

23 9. The Court confirms the appointment of Plaintiff Fatima Almazan, on behalf of
24 decedent Anali Almazan, as the class representative for the Settlement Class. The Court finds
25 that the class representatives has adequately represented the Settlement Class for purposes of
entering into and implementing the Settlement.

10. In accordance with Plaintiffs' motion, the Court finds that a Service Award of

1 \$10,000 to the class representative is fair and reasonable, and orders said awards to be paid
2 pursuant to the Settlement Agreement.

3 11. The Court confirms the appointment of The Law Offices of Todd M. Friedman,
4 P.C., as Settlement Class Counsel.

5 12. The Court finds that Settlement Class Counsel have adequately represented the
6 Settlement Class for purposes of entering into and implementing the Settlement.

7 13. Pursuant to California Rule of Court 3.769, the Court approves the Settlement set
8 forth in the Settlement Agreement, and finds that the Settlement Agreement is, in all respects,
9 fair, reasonable, and adequate and in the best interests of the Named Plaintiffs, the Settlement
10 Class, and each of the Settlement Class Members, and is consistent and in compliance with all
11 requirements of due process and California law. The Court further finds that the Settlement is
12 the result of arm's-length negotiations between experienced counsel representing the interests of
13 the Named Plaintiffs, the Settlement Class Members, and the Defendant. The Court further finds
14 that the Parties have evidenced full compliance with the Court's Preliminary Approval Order
15 and other Orders relating to this Settlement. The Settlement shall be consummated pursuant to
16 the terms of the Settlement Agreement, which the Parties are hereby directed to perform.

17 14. The Court finds that the Settlement Class Notice plan as performed by the
18 Parties—including the form, content, and method of dissemination of the Settlement Class
19 Notice to Settlement Class Members, as well as the procedures followed for locating (when
20 necessary) current postal addresses for Settlement Class Members for notice purposes: (i)
21 constituted best practicable notice; (ii) was reasonably calculated, under the circumstances, to
22 apprise Settlement Class Members of the pendency of the Action and of their right to exclude
23 themselves or object to the Settlement and to appear at the Final Approval Hearing; (iii) was
24 reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive
25 notice; and (iv) met all applicable requirements of California Rule of Court 3.769(f) and due
process, and any other applicable rules or law.

15. The Court finds that the notice program, previously approved by the Court in

1 granting Preliminary Approval, has been implemented and complies with California Rule of
2 Court 3.769(f).

3 16. The notice program was extensive and robust. Among other things, it included
4 individual notice via email (and, as necessary, postal mail) to every member of the Settlement
5 Class for whom contact information was available. On November 6, 2023, the Settlement
6 Administrator sent the Settlement Class Notice (with claim submission instructions) by mail to
7 167 settlement class members. Of the 167 mailed class notices, just 26 were undeliverable by
8 mail. One of these recipients had a forwarding address associated with their previous address, so
9 the Settlement Administrator forwarded the notice to this new address. In addition, the
10 Settlement Administrator was able to find new addresses for 21 of the 26 settlement class
11 members with undeliverable original addresses. Ultimately, the Settlement Administrator
12 successfully contacted approximately 94% of the Settlement Class.

13 17. The notice program fully complied with California Rule of Court 3.769 and the
14 requirements of due process.

15 18. The Court finds that the Settlement Calculations and Procedures is fair,
16 reasonable, and adequate. The Individual Settlement Shares Payable to Participating Class
17 Members in the Settlement Calculations and Procedures provides monetary recovery, calculated
18 by dividing the number of the Class Member's Qualifying Workweeks by the total number of
19 Qualifying Workweeks for the Class Period, multiplied by the Net Settlement Amount. The
20 Court also notes that there is no reversion of the Settlement Fund, maximizing the amount of
21 payments to members of the Settlement Class. Accordingly, the Settlement Calculations and
22 Procedures section of the Settlement Agreement is approved.

23 19. The Court approves the exclusion request of Ningxi Sun, who shall not be bound
24 by the terms of the Settlement. There were no other exclusions requested.

25 20. As outlined in the Supplemental Declaration of Amy Fringer for Rust
Consulting, Inc. (ROA 186), one Class Member returned an Information Sheet with a
Qualifying Workweek dispute. The Defendant reviewed their records in regard to the Class

1 Member who submitted the dispute and confirmed the employment dates they provided in the
2 Class List were correct.

3 21. The Court finds that there are no objections to Settlement.

4 22. Pursuant to this Order and Final Judgment, judgment is entered as to Settlement
5 Class Members' Released Claims, as defined in Section V(A) of the Settlement Agreement
6 (which definition is incorporated herein by reference).

7 23. Pursuant to this Order and Final Judgment, all claims asserted in the Action are
8 hereby dismissed with prejudice and without costs, other than those costs permitted under the
9 Settlement Agreement.

10 24. As of the Effective Date, the Named Plaintiff, all of the Settlement Class who
11 have not been validly and timely excluded from the Settlement Class as defined in the
12 Settlement Agreement, Plaintiff and every Participating Class Member shall be bound by the
13 Agreement, and their benefits, rights, and remedies are limited as provided therein. Plaintiff and
14 each and every Participating Class Member shall be deemed to have, and by operation of the
15 Judgment and Final Order, shall have, fully, finally, and forever released, relinquished, and
16 discharged each and all of the Released Parties from the Released Claims.

17 25. The Labor Workforce Development Agency, State of California, in addition to
18 all Aggrieved Employees, and Plaintiff Almazan as a proxy for the LWDA are deemed to
19 release, on behalf of themselves and their respective former and present representatives, agents,
20 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
21 civil penalties under the Labor Code pursuant to PAGA during the PAGA Period, that were
22 alleged, or reasonably could have been alleged, based on the facts stated in the Complaint, and
23 the PAGA Notice submitted by Plaintiff to the LWDA on or about January 8, 2020, in LWDA
24 Case No. LWDA Case No. LWDA-CM-765471-20. The PAGA release shall be given full res
25 judicata and collateral estoppel effect upon entry of the judgment in this Action so as to bar the
LWDA and any other individual or entity from filing or pursuing the Released PAGA Claims
against the Released Parties in any forum.

1 26. Neither the Agreement nor any of its terms shall be admissible or useable in
2 discovery in any adversary proceeding or any litigation whatsoever, provided, however, that
3 nothing contained in Section IV of the Agreement shall prevent the Agreement from being used,
4 offered, or received in evidence in any proceeding to enforce, construe, or finalize the
5 Agreement in the Action.

6 27. In the event that the Agreement is canceled, rescinded, terminated, voided, or
7 nullified, however that may occur, or the Settlement of the Action is barred by operation of law,
8 or invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant
9 will cease to have any obligation to fund any portion of the Gross Settlement Amount.

10 28. The Court finds the Settlement is in good faith pursuant to California Code of
11 Civil Procedure 877.6; that the amount to be paid in the Settlement is fair and reasonable
12 considering the Plaintiff and the Settlement Class Members' potential total recovery and
13 Defendant's potential liability; that the allocation of the Settlement is fair; that the Settlement is
14 not meant to be the equivalent of liability damages; that the Settlement considers the relevant
15 financial circumstances of the Defendant; and that the Settlement is not the product of and does
16 not evince collusion, fraud, or tortious conduct.

17 29. The Parties, without further approval from the Court, may agree to and adopt
18 such amendments, modifications, and expansions of this Agreement, including all Exhibits
19 hereto, as: (i) shall be consistent in all material respects with this Order and (ii) do not limit the
20 rights of Settlement Class Members.

21 30. Without affecting the finality of this Judgment, the Court reserves jurisdiction
22 over the Plaintiff, the Settlement Class, and Defendant as to all matters concerning the
23 administration, consummation, and enforcement of the Settlement Agreement.

24 31. Judgment is hereby entered whereby Named Plaintiff and all Settlement Class
25 Members shall take nothing from Defendant except as expressly set forth in the Settlement
Agreement and the Final Approval Order.

32. Without affecting the finality of the Final Approval Order and Judgment in any

1 way, and pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
2 jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement, to hear
3 and resolve any contested challenge to a claim for Settlement benefits, and to supervise and
4 adjudicate any dispute arising from or in connection with the distribution of Settlement benefits.

5 33. Each Party shall bear its own attorneys' fees and costs, except as otherwise
6 provided in the Settlement Agreement and the Final Approval Order.

7 34. The Court finding that each Settlement Class Member has released and is hereby
8 permanently barred from filing or prosecuting any of the Settlement Class Members' Released
9 Claims against the Defendant and all of the Released Parties.

10 35. The Final Accounting Hearing shall take place on April 25, 2025, at 1:30 p.m.; at
11 the Civil Complex Center of the Orange County Superior Court, Department CX103 located at
12 751 W. Santa Ana Blvd., Santa Ana, CA 92701.

13 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
14 **ENTERED ACCORDINGLY.**

15 **IT IS SO ORDERED.**

16
17 Dated: _____, 2024

18 BY _____
19 Honorable Lon Hurwitz
20 Judge of the Superior Court of the State of
21 California County of Orange
22
23
24
25

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, State of California, and not a party to the above-entitled cause. My business address is the Law Offices of Todd M. Friedman, P.C., 21031 Venture Blvd., Ste. 340, Woodland Hills, CA 91364.

On **September 3, 2024**, I served the document(s) described as: **REVISED [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND FINAL JUDGMENT** on the interested parties in this action by sending a true copy thereof to interested parties as follows:

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Woodland Hills, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Woodland Hills, California.

☒ **BY E-MAIL:** I hereby certify that this document was served from Orange, California, by e-mail delivery on the parties listed herein at their most recent known email address.

Krista DiMercurio
Magarian & DiMercurio, APLC
krista@magarianlaw.com

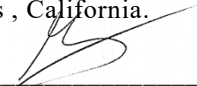
Labor and Workforce Development Agency (LWDA)
Via Online Submission
Notice of Court Order or Judgment in PAGA Case
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

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

Executed on September 3, 2024, in Woodland Hills , California.



Gerardo J. Sosa