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

LEIGH ANNE MORALES, individually and
on behalf of all other Aggrieved Employees,

Plaintiff,

vs.

CLOSET WORLD, INC., a Delaware
corporation; CLOSETS BY DESIGN, INC.,
a Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

RONALD MONTANO, an individual, on
behalf of himself and on behalf of all other
Aggrieved Employees, and the general
public,

Plaintiff,

vs.

CLOSET WORLD, INC, a Delaware
corporation, HOME ORGANIZERS, INC., a
California corporation; and DOES 1 through
25, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

MAY 31 2023

David W. Slayton, Executive Officer/Clerk of Court
By: N. DiGiambattista, Deputy

Case No.: 19STCV31508
Consolidated With Case Nos.: 19STCV40814,
19STCV32820, and 20STCV09182.

[Honorable Terry Green, Department 14]

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING PLAINTIFFS' MOTION
FOR APPROVAL OF PAGA
SETTLEMENT AGREEMENT AND
RELEASE PURSUANT TO LABOR
CODE SECTIONS 2698, ET SEQ.**

*[Filed with Plaintiffs' Notice of Motion and
Motion For Approval Of PAGA Settlement
Agreement And Release, and Declaration of
Kane Moon]*

Date: May 31, 2023
Time: 8:30 AM
Dept: 14

RES. ID: 054204123053

**ORDER AND JUDGMENT GRANTING PLAINTIFFS' MOTION FOR APPROVAL OF PAGA
SETTLEMENT AGREEMENT AND RELEASE PURSUANT TO LABOR CODE SECTIONS
2698, ET SEQ.**

06/02/2023

1 CLAIRe NICOLE ASHOOK,

2 *Plaintiff,*

3 vs.

4 CLOSETS BY DESIGN, INC.; CBD
5 ACQUISITIONS INC.; and DOES 1 to 25,
inclusive,

6 *Defendants.*

7 JAIME QUIROZ, individually, and on behalf
8 of all others similarly situated,

9 *Plaintiff,*

10 vs.

11 CLOSET WORLD, INC., a Delaware
12 corporation; and DOES 1 through 10,
inclusive,

13 *Defendants.*

14 Michael H. Boyamian (SBN 256107)
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16 Alfred Movsesyan (SBN 278560)
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25 *Counsel for Plaintiff,*
26 *Ronald Montano*

27 Harout Messrelian (SBN 272020)
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Attorneys for Plaintiff,
Jaime Quiroz

1 **[PROPOSED] ORDER**

2 The Court, having considered Plaintiffs' Notice of Motion and Motion for Approval of
3 PAGA Settlement Agreement and Release Pursuant to Labor Code Sections 2698, *et seq.*
4 ("Motion"), the supporting Declarations and Exhibits thereto, the records and files in this
5 Action, and the absence of any written objections received regarding the First Amended Private
6 Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or
7 "Settlement"); having reviewed the record in the Action; and good cause appearing, **HEREBY**
8 **ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

9 1. The Settlement Agreement is hereby accepted and approved;
10 2. The Plaintiffs and PAGA Members shall have, by operation of this Order and
11 Judgment, fully, finally, and forever released, relinquished, and discharged the Released Parties
12 from the Released Claims during the PAGA Period as follows.

13 (a) **"Released Claims"** means all claims for civil penalties under PAGA
14 arising from the same facts and/or claims alleged in the Actions or
15 related to claims that were pled or that could have been pled based on
16 the facts alleged in the Actions. *Settlement*, ¶ 27.

17 (b) **"Released Parties"** means Defendants and any of their subsidiaries,
18 predecessors, successors, members, managers, affiliates, and otherwise
19 related entities, and any of its past, present and/or future, direct and/or
20 indirect, officers (including but not limited to Frank Melkonian),
21 directors, partners, investors, shareholders, administrators, parent
22 companies, divisions, assigns, and joint ventures. *Settlement*, ¶ 28.

23 (c) **"Effective Date"** means the first date upon which all of the following
24 have occurred: (i) the Court has granted approval of the Settlement
25 Agreement, (ii) the Court has entered Final Judgment by dismissing the
26 entire action with prejudice, and (iii) the Court's order granting
27 approval of the Settlement Agreement and entry of Final Judgment has
28 become final and is no longer appealable. *Settlement*, ¶ 33.

1 3. The Settlement Agreement is not an admission by Defendants, nor is this Order
2 and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants.
3 Further, the Settlement Agreement, or any action taken to carry out the Settlement Agreement,
4 and this Order and Judgment, including any document referred to herein, shall not be used as an
5 admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against
6 Defendants.

7 4. Defendants shall pay the Labor and Workforce Development Agency
8 ("LWDA"), PAGA Members, PAGA Counsel, Plaintiffs, and the Settlement Administrator
9 pursuant to the terms of the Settlement Agreement:

- 10 (a) A payment in the amount of \$360,247.20, payable to the LWDA for civil
11 penalties, pursuant to PAGA;
12 (b) A payment in the amount of \$120,082.50, payable to the PAGA Members
13 on a pro rata basis for civil penalties, pursuant to PAGA;
14 (c) An award of \$390,000.00, payable to PAGA Counsel, for reasonable
15 Attorney's Fees, pursuant to PAGA;
16 (d) An award of \$50,000.00, payable to PAGA Counsel, for reasonable
17 Attorney's Costs, pursuant to PAGA;
18 (e) An award of \$10,000.00, payable to each Named Plaintiff, for their
19 general release and work in litigating the Action; and
20 (f) A payment in the amount of \$14,670.20, payable to the Settlement
21 Administrator, for settlement administration costs.

22 5. PAGA Counsel shall be Kane Moon and Allen Feghali of Moon & Yang, APC;
23 Michael Boyamian of Boyamian Law, Inc.; Harout Messrelian of Messrelian Law Inc.; and
24 Martin R. Fox of Bleau Fox, APLC.

25 6. The Notice attached to the Settlement Agreement as *Exhibit 1* is approved and to
26 be sent to PAGA Members along with their respective Individual Settlement Payment checks.

27 7. This Action is dismissed with prejudice.
28

1 8. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten
2 (10) calendar days after entry of the Order and Judgment.

3 9. This Court shall retain exclusive jurisdiction, pursuant to California Code of
4 Civil Procedure section 664.6, over the Action, the Parties, and the PAGA Members to the
5 fullest extent necessary to interpret, enforce, administer, and effectuate the terms and intent of
6 the Settlement Agreement and this Order and Judgment.

7 10. The Court sets a Status Conference Re: Final Accounting for 8-31, 2023/At ^{at 8:30}
8 least nine (9) court days prior to the hearing, Plaintiffs shall submit a final report including the
9 actual amounts paid to PAGA Members, the other amounts distributed under the Settlement
10 Agreement, and the amounts tendered to the State of California, Unclaimed Property Division.

11 **IT IS SO ORDERED.**

12 DATED: _____

13 5/31/23

14 _____
HONORABLE TERRY GREEN
LOS ANGELES SUPERIOR COURT

06/02/2023

1 **PROOF OF SERVICE**

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

4 I am employed in the county of Los Angeles, State of California. I am over the age of
5 18 and not a party to the within action; my business address is 1055 W. 7th Street, Suite 1880,
6 Los Angeles, California 90017. On May 8, 2023, I served the foregoing document described
as:

7 **[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFFS' MOTION FOR**
8 **APPROVAL OF PAGA SETTLEMENT AGREEMENT AND RELEASE PURSUANT**
9 **TO LABOR CODE SECTIONS 2698, ET SEQ.**

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

12 **BLEAU FOX, A P.L.C.**

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14 mfox@bleaufox.com
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41 *Attorneys for Plaintiff Ronald Montano*

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46 **LITTLER MENDELSON, P.C.,**
47 18565 Jamboree Road, Suite 800
48 Irvine, CA 926 12
49 Telephone: 949.705.3000
50 Fax No.: 949.724. 1201

51 *Attorneys for Defendants*

52 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California.
53 The envelope was mailed with postage thereon fully prepaid. I am "readily familiar"
54 with the firm's practice of collection and processing correspondence for mailing.
55 Under that practice it would be deposited with U.S. postal service on that same day
56 with postage thereon fully prepaid at Los Angeles, California in the ordinary course

1 of business. I am aware that on motion of the party served, service is presumed
2 invalid if postal cancellation date or postage meter date is more than one day after
3 date of deposit for mailing in affidavit.

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

6 Executed this May 8, 2023 at Los Angeles, California.

7 Janelle Jickain
8 Type or Print Name

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Signature