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Superior Court of California
County of Los Angeles

SEP 17 2021

Sherri R. Carter, Executive Officer/Clerk

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LOS ANGELES SUPERIOR COURT

By Marisela Fregoso, Deputy

AUG 26 2021

S. DREW

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

CLAUDIA AVILES, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

ALSICO HI TEC, INC., a California corporation
dba ACME LAUNDRY PRODUCTS; and
DOES 1 through 10, inclusive,

Defendants

Case No. 20STCV09874

CLASS AND REPRESENTATIVE ACTION

[Hon. Elihu M. Berle, Dept. 6]

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: September 17, 2021

Time: 9:30 a.m.

Dept. SSC-6

1 On May 12, 2021, this Court issued an Order Granting Preliminary Approval of Class
2 Action Settlement. Plaintiff Claudia Aviles now seeks an order granting final approval of the
3 Class Action Settlement (collectively the "Settlement"), attached to the Declaration of Kane
4 Moon in Support of Plaintiff's Motion for Final Approval of Class Action Settlement as
5 Exhibit 1.

6 Due and adequate notice having been given to the Settlement Class Members, as
7 defined below, and the Court having considered Plaintiff's Notice of Motion and Motion for
8 Final Approval of Class Action Settlement ("Motion"), the supporting declarations and
9 exhibits thereto, all papers filed and proceedings had herein, and the absence of any written
10 objections received regarding the proposed settlement, and having reviewed the record in the
11 Action, and good cause appearing,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

13 1. The Court, for purposes of this Final Order and Judgment, refers to all defined
14 terms as set forth in the Settlement.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
16 Settlement Class Members, and Defendant Alsico Hi Tec, Inc. dba Acme Laundry Products
17 ("Defendant").

18 3. The Court finds that the Settlement appears to have been made and entered into
19 in good faith and hereby approves the settlement subject to the limitations on the requested
20 fees and enhancements as set forth below.

21 4. Plaintiff and all Settlement Class Members, shall have, by operation of this
22 Final Order and Judgment, fully, finally, and forever released, relinquished, and discharged
23 Defendants from all Released Claims as stated in the Settlement and reproduced here:

24 5. The Parties shall bear their own respective attorneys' fees and costs, except as
25 otherwise provided for in the Settlement and approved by the Court.

26 6. Solely for purposes of effectuating the settlement, the Court finally certified the
27 following Class: All current and former non-exempt hourly employees of Defendant employed
28 in California at any time from March 11, 2016, through January 31, 2021.

1 7. No Class Members have objected to the terms of the Settlement and 2 requests
2 for exclusion. The deadline to request exclusion from the Settlement was August 17, 2021.
3 Juan Carlos Chay Sajche and Liliana Tzec have requested to be excluded from the proposed
4 settlement..

5 8. Class Members make the following release:

6 9. As of the Effective Date, and upon payment of amounts set forth herein, and
7 except as to such rights or claims as may be created by this Agreement, each and every
8 Settlement Class Member, on behalf of himself or herself and his or her heirs and assigns,
9 unless he or she has properly elected to opt out of the class, hereby releases Releasees from
10 the following claims ("Released Claims") for the entire Class Period:

11 (a) any and all claims stated in the Action, or that could have been stated
12 based on the facts alleged in the Action, including but not limited to state
13 wage and hour claims (including all claims under the California Labor
14 Code) for unpaid wages, minimum wage, overtime, off-the-clock work,
15 meal periods, rest periods, wage statement violations, interest, penalties,
16 and attorneys' fees, waiting time penalties, withholding from wages and
17 the related provisions of the Labor Code including but limited to Labor
18 Code §§ 201-204, 210, 216, 218.6, 226, 226.3 , 226.7, 510, 512, 512.5,
19 558, 1194, 1194.2, 1198, derivative claims under California Business &
20 Professions Code §§ 17200 et seq., and all claims under the governing
21 Wage Order ("Released Claims");

22 as to any Class Member who cashes their Settlement Payment, the
23 signing and negotiation of that check shall serve as the Class Member's
24 consent to join the action for purposes of releasing claims arising under
25 the Fair Labor Standards Act that are related to the claims stated in the
26 Action, implicitly or explicitly; and,

27 (b) Claims Released by the Class, Including PAGA Employees. All Class
28 Members, including all PAGA Employees, release the Released PAGA

1 Claims, regardless of whether they have requested exclusion from the
2 Settlement as to Class claims.

3 10. The Notice provided to the Class conforms with the requirements of California
4 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the
5 circumstances, by providing individual notice to all Class Members who could be identified
6 through reasonable effort, and by providing due and adequate notice of the proceedings and of
7 the matters set forth therein to the Class Members. The Notice fully satisfies the requirements
8 of due process.

9 11. The Court finds the Gross Settlement Fund, the Net Settlement Fund, and the
10 methodology used to calculate and pay each Settlement Class Member's Allocation Amount
11 are fair and reasonable, and authorizes the Settlement Administrator to pay the Settlement
12 Shares to the Settlement Class Members in accordance with the terms of the Settlement.

13 12. Defendant shall pay the total of \$1,100,000.00 to resolve this litigation. Defendant
14 will fund the settlement account 12 months from preliminary approval, but no earlier than 18
15 months from November 20, 2020. Thereafter, Settlement Allocation Amounts shall be
16 distributed to Settlement Class Members and shall be effected pursuant to the terms of the
17 Settlement (i.e., within 14 calendar days of the receipt of funding).

18 13. From the Gross Fund Value, \$45,000.00 shall be paid to the California Labor
19 and Workforce Development Agency, representing 75% of the penalties awarded under the
20 terms of the Settlement and Amendment pursuant to the Labor Code Private Attorneys
21 General Act of 2004, California Labor Code section 2698, et seq.

22 14. The Court hereby approves an incentive payment in the amount of \$10,000.00
23 to Claudia Aviles for his service as class representative and for his agreement to release
24 claims.

25 15. The Court hereby confirms Kane Moon and Allen Feghali of Moon & Yang,
26 APC as Class Counsel.

27 16. From the Gross Settlement Fund, Class Counsel is awarded \$366,666.66 for
28 their reasonable attorneys' fees and \$14,478.80 for their reasonable litigation costs incurred in

1 the Action. The fees and costs shall be distributed to Class Counsel as set forth in the
2 Settlement. The Court finds that the fees are reasonable in light of the benefit provided to the
3 Class.

4 17. The Court approves Settlement Administration Costs in the amount of
5 \$11,963.48. Such costs shall be paid from the Gross Settlement Fund to ILYM Group, Inc.
6 Settlement Administrators.

7 18. The Parties are ordered to have notice of this Order and Judgment sent to all
8 Class Members in accordance with CRC 3.771 (b) along with settlement payments issued via
9 first class mail to all participating Class Members at their last known addresses.

10 19. This Judgment is intended to be a final disposition of the above captioned action
11 in its entirety and is intended to be immediately appealable.

12 20. This Court shall retain jurisdiction with respect to all matters related to the
13 administration and consummation of the Settlement, and any and all claims, asserted in,
14 arising out of, or related to the subject matter of the lawsuit, including but not limited to all
15 matters related to the Settlement and the determination of all controversies relating thereto.

16 21. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby
17 granted, and the Court directs that Judgment shall be entered in accordance with the terms of
18 this Order.

19 22. The Court sets a ~~Non-Appearance Hearing (Case Review)~~ *OSC Re: compliance* Re: Distribution on
20 6/9, 2022 at 8:30 in Department SSC-6. Class Counsel is ordered to file a final
21 report and declaration regarding distribution no later than 6/01/22. Class Counsel is further
22 ordered to submit an amended judgment with respect to the amount of uncashed checks to the
23 State of California's Unclaimed Property Fund in the names of the Settlement Class members
24 who failed to cash their checks.

25 **IT IS SO ORDERED.**

26 DATE:

9.17.21

ELIHU M. BERLE

Hon. Elihu M. Berle

Judge of the Los Angeles County Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los
Angeles, California 90017. On **August 26, 2021**, I served the foregoing document described as:

5 **[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR**
6 **FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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

8 Brian E. Koegle
9 Michael R. Fostakowsky
Caleb A. Miller
10 **POOLE, SHAFFERY & KOEGLE, LLP**
25350 Magic Mountain Parkway, 2nd Floor
11 Santa Clarita, California 91355
Telephone: (661) 290-2991
12 Facsimile: (661) 290-3338
bkoegle@pooleshaffery.com
13 mfostakowsky@pooleshaffery.com
14 cmiller@pooleshaffery.com

15 *Attorney for Defendant Alsico Hi Tec, Inc.*

16 ☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the
17 parties to accept electronic service, I caused the documents to be sent to the persons at
the electronic service addresses listed above via third-party cloud service **CASE**
18 **ANYWHERE**. I did not receive an error message.

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

20 Executed this **August 26, 2021** at Los Angeles, California

21 Ivette Hernandez
22 _____
Type or Print Name

23 
24 _____
Signature



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