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By: R. Arraiga Deputy

AEGIS LAW FIRM, PC
SAMUEL A. WONG, State Bar No. 217104
KASHIF HAQUE, State Bar No. 218672
JESSICA L. CAMPBELL, State Bar No. 280626
ALEX J. VALLE, State Bar No. 334263
a valle@aegislawfirm.com
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

Attorneys for Plaintiffs Henry Nelson and George Obregon, individually,
and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

HENRY NELSON and GEORGE
OBREGON, individually and on behalf
of all others similarly situated,

Plaintiffs,

vs.

CORT BUSINESS SERVICES
CORPORATION; and DOES 1 through
20, inclusive,

Defendants.

Case No. 20STCV12143

Assigned for all purposes to:

Hon. Elaine Lu, Dept.: 9

**AMENDED [~~PROPOSED~~] ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND ENTERING
JUDGMENT**

Date: August 7, 2024
Time: 10:00 a.m.
Dept: 9

1 This matter came on for hearing on August 7, 2024, at 10:00 a.m., in Department 9 of the
2 above-captioned Court on the Motion for Final Approval of Class Action Settlement pursuant to
3 California Rule of Court 3.769, this Court's Order Granting Preliminary Approval filed March
4 7, 2024 and the Amended Class Action and PAGA Settlement Agreement and Class Notice
5 ("Settlement Agreement"), a copy of which was filed in conjunction with the Plaintiffs' Motion
6 for Preliminary Approval of Class Action Settlement.

7 Having received and considered the Settlement Agreement, the supporting papers filed by
8 the Parties, and the evidence and argument received by the Court in conjunction with the
9 unopposed Motion for Preliminary Approval of Class Action Settlement heard on January 9, and
10 February 15, 2024, and the instant Motion for Final Approval, the Court grants final approval of
11 the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
12 DETERMINATIONS:

13 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
14 each Settlement Class Member by first-class mail. These papers informed the Settlement Class of
15 the terms of the Settlement, their right to receive an Individual Settlement Payment, their right (a)
16 to comment on or object to the Settlement, (b) to request exclusion from the Settlement and pursue
17 their own remedies, and (c) of their right to appear in person or by counsel at the final approval
18 hearing and to be heard regarding approval of the Settlement. Adequate periods of time were
19 provided by each of these procedures. No Class Members filed written objection to the proposed
20 Settlement as part of this notice process or stated an intention to appear at the final approval
21 hearing.

22 2. The Court finds and determines that this notice procedure afforded adequate
23 protections to Settlement Class Members and provides the basis for the Court to make an informed
24 decision regarding approval of the Settlement based on the responses of the Settlement Class.
25 The Court finds and determines that the notice provided in this case was the best notice
26 practicable, which satisfied the requirements of law and due process.

27 3. With respect to the Settlement Class and for purposes of approving this Settlement
28 only, this Court finds and concludes that: (a) the members of the Settlement Class are

ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the Action; (c) the claims of Class Representatives Henry Nelson and George Obregon are typical of the claims of the members of the Settlement Class; (d) the Class Representatives have fairly and adequately protected the interests of the members of the Settlement Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representatives, i.e., Class Counsel, are qualified to serve as counsel for Plaintiffs in their individual and representative capacities for the Class.

4. The Court has certified a Settlement Class, as that term is defined in and by the terms of the Settlement Agreement as anyone who was employed by Defendant in the State of California as a non-exempt or hourly-paid employee at any time during the Class Period of March 26, 2016 through March 31, 2023, and the Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

6. The Court hereby confirms Plaintiffs Henry Nelson and George Obregon as the Class Representatives in this Action.

7. The Court finds and determines that the terms set forth in the Settlement Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms, having found that the Settlement was reached as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive investigation, research, and discovery and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that the Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of the Settlement and recognizes the significant value accorded to the Class.

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

5 9. The Court hereby approves the Gross Settlement Amount of \$1,300,000.00.

6 10. The Court finds and determines that the Individual Settlement Payments to be paid
7 to participating Settlement Class Members as provided for by the Settlement are fair and
8 reasonable. The Court hereby gives final approval to and orders the payment of those amounts
9 be made to the participating Settlement Class Members in accordance with the Settlement
10 Agreement.

11 11. The Court finds and determines that payment to the California Labor and
12 Workforce Development Agency of \$75,000.00 as its share of the settlement of civil penalties in
13 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
14 that the payment of that amount be paid in accordance with the Settlement Agreement.

15 12. The Court finds and determines that the fees and expenses in administering the
16 Settlement incurred by Phoenix Settlement Administrators in the amount of \$11,500.00, are fair
17 and reasonable. The Court hereby gives final approval to and orders that the payment of that
18 amount in accordance with the Settlement.

19 13. The Court finds and determines the Class Representative Enhancement Award
20 of \$7,500.00 for Plaintiff Henry Nelson is fair and reasonable. The Court finds and determines
21 the Class Representative Enhancement Award of \$7,500.00 for Plaintiff George Obregon is
22 fair and reasonable. The Court hereby orders the Administrator to make these payments to the
23 Plaintiffs/Class Representatives in accordance with the terms of the Settlement Agreement.

24 14. Pursuant to the terms of the Settlement, and the authorities, evidence and
25 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
26 in the sum of \$433,333.33 and litigation costs of \$18,509.59. The Court finds such amounts to
27 be fair and reasonable. The Court hereby orders the Settlement Administrator to make these
28 payments in accordance with the terms of the Settlement Agreement.

1 15. The Court finds that no Class Members have excluded themselves from the
2 Settlement or objected to the Settlement.

3 16. The Court finds that the Class Members have released the following:

4 a. Plaintiffs and their respective former and present spouses, representatives,
5 agents, attorneys, heirs, administrators, successors, and assigns generally release and
6 discharge Released Parties from all claims, transactions, or occurrences that occurred
7 during the Class Period, including but not limited to: (a) all claims that were, or
8 reasonably could have been, alleged, based on the facts contained, in the Operative
9 Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged
10 based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or
11 ascertained during the Action, and released under [section] 6.2 [of the Settlement]
12 ("Plaintiffs; Release"). Plaintiffs' Release does not extend to any claims to enforce [the
13 Settlement], or to any claims for vested benefits, unemployment benefits, disability
14 benefits, social security benefits, workers' compensation benefits that arose at any time,
15 or based on occurrences outside the Class Period. Plaintiffs acknowledged that Plaintiffs
16 may discover facts or law different from, or in addition to, the facts or law that Plaintiffs
17 now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be
18 and remain effective in all respects, but notwithstanding such different or additional facts
19 or Plaintiffs' discovery of them.

20 For the purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish
21 the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
22 which reads:

23 A general release does not extend to claims that the creditor or releasing
24 party does not know or suspect to exist in his or her favor at the time of
25 executing the release, and that if known by him or her would have
26 materially affected his or her settlement with the debtor or Released
27 Party.
28

1 b. All Participating Class Members, on behalf of themselves and their respective
2 former and present representatives, agents, attorneys, heirs, administrators, successors,
3 and assigns, release Released Parties from all claims that were alleged, or reasonably
4 could have been alleged in the course of the Action, including, e.g., any and all claims
5 involving an alleged (a) failure to pay minimum wages; (b) failure to pay overtime
6 wages; (c) failure to provide meal periods; (d) failure to permit rest breaks; (e) failure to
7 provide accurate itemized wage statements; (f) failure to pay all wages due upon the
8 separation of employment; and (g) violation of Business & Professions Code sections
9 17200 *et seq.* Except as set forth in Section 6.3 of the Settlement [], Participating Class
10 Members do not release any other claims, including claims for vested benefits, wrongful
11 termination, violation of the Fair Employment and Housing Act, unemployment
12 insurance, disability, social security, workers' compensation, or claims based on facts
13 occurring outside the Class Period.

14 c. All Aggrieved Employees will be bound by the PAGA portion of the
15 Settlement, whether or not they send the Administrator a timely Request for Exclusion,
16 and will release all claims for PAGA civil penalties alleged in Plaintiffs' original and
17 amended letters to the LWDA and the Action during the PAGA Period.

18 17. Without affecting the finality of this order or the entry of judgment in any way,
19 the Court retains jurisdiction of all matters relating to the interpretation, administration,
20 implementation, effectuation, and enforcement of this order and the Settlement.

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

24 19. Neither the making of the Settlement Agreement nor the entry into the Settlement
25 Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of
26 any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a
27 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
28 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement

1 be construed as an admission or concession by or against Defendant or any related person or
2 entity.

3 20. Nothing in this order shall preclude any action to enforce the Parties' obligations
4 under the Settlement or under this order, including the requirement that Defendant makes its
5 payment to the participating Settlement Class Members in accordance with the Settlement.

6 21. Upon completion of administration of the Settlement, the Settlement
7 Administrator will provide written certification of such completion to the Court and counsel for
8 the Parties which shall be filed with the Court five (5) court days before the non-appearance
9 compliance hearing set for **November 14, 2025**, at 8:30 a.m. in Dept. 9.

10 22. The Court hereby orders Class Counsel to give notice to the Settlement Class
11 Members pursuant to California Rules of Court, rule 3.771(b) and to the LWDA, if applicable,
12 pursuant to Labor Code § 2699(1)(3) no later than October 7, 2024.

13 23. The Court hereby enters final judgment in accordance with the terms of the
14 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement
15 filed on March 7, 2024 and this Order.

16 24. The Parties will bear their own costs and attorneys' fees except as otherwise
17 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
18 costs.

PLAINTIFF TO GIVE NOTICE.

19 DATED: 8/20/2024, ~~2024~~


Honorable Elaine Lu
JUDGE OF THE SUPERIOR COURT