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Attorneys for Plaintiff, STEPHANIE FORTUNE,
on behalf of herself and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

STEPHANIE FORTUNE, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

AMOROSO LIMITED PARTNERSHIP, a
California limited partnership doing business
as A.O.C.; CAROLINE STYNE, an
individual; SUZANNE GOIN, an individual,
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 20STCV25874

[Assigned to the Hon. Carolyn B. Kuhl in
Dept. 12]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
SERVICE AWARD**

This matter having come before the Court on August 30, 2022 for a final fairness hearing pursuant to the Order of this Court dated May 2, 2022, granting preliminary approval ("Preliminary Approval Order") of the class and representative action settlement upon the terms set forth in the Stipulation re: Class Action and Representative Action Settlement ("Settlement Agreement") submitted in support of Motion for Preliminary Approval of the Class and Representative Action Settlement and Certifying Class for Settlement Purposes; and due and adequate notice having been given to the Class Members as required in the Preliminary Approval Order; and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

08/30/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: L. McGreené Deputy

1 1. The Motion for Final Approval of Class Action and Representative Action
2 Settlement; Service Award; and Reasonable Attorneys' Fees and Costs is hereby granted in its
3 entirety.

4 2. All terms used herein shall have the same meaning as defined in the Settlement
5 Agreement.

6 3. This Court has jurisdiction over the subject matter of this litigation and over all
7 Parties to this litigation, including all Class Members.

8 4. For settlement purposes only, the Court certifies the following class: all persons
9 currently or formerly employed by defendant Amoroso Limited Partnership, doing business as
10 A.O.C. ("A.O.C.") either directly or through any subsidiary, staffing agency, or professional
11 employer organization, as a non-exempt, hourly-paid employee during the period from July 10, 2016
12 through December 1, 2021 ("Class Period") in the State of California ("Class Members").

13 5. The parties released shall include defendants A.O.C., Caroline Styne, and Suzanne
14 Gione (collectively, "Defendants") and each of their past, present, and future respective subsidiaries,
15 dba's, affiliates, PEOs, staffing agencies, parents, predecessors, successors, divisions, joint
16 ventures, investors and assigns, and their respective current and former employees, managing
17 agents, partners, servants, consultants, agents, directors, officers, shareholders, members, principals,
18 independent contractors, representatives, insurers, co-insurers, reinsurers, attorneys, and personal
19 or legal representatives (collectively, the "Released Parties").

20 6. "Plaintiff" refers to plaintiff Stephanie Fortune.

21 7. Upon the entry of this Order granting Final Approval of the Settlement, entry of
22 Judgment, and payment by Defendants to the Settlement Administrator of the full Gross Settlement
23 Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff and all Participating
24 Class Members waive, release, discharge the Released Parties of all claims against the Released
25 Parties asserted the Action or any and all claims that could be asserted against the Released Parties
26 based on the factual allegations in the Action, as follows: For the duration of the Class Period, the
27 release includes: (a) all claims for failure to pay overtime wages; (b) all claims for failure to pay
28 minimum wages; (c) all claims for failure to provide compliant meal and rest periods and associated

1 compensation and/or premium pay; (d) all claims for the failure to timely pay wages; (e) all claims
2 for the failure to timely pay wages upon termination or resignation; (f) all claims for non-compliant
3 wage statements; (g) all claims for failure to furnish employees with legally compliant documents
4 to obtain or hold employment; (h) all claims for failure to provide reimbursements for necessary
5 work-related expenses pursuant to Labor Code Section 2802; (i) all claims for failure to maintain
6 and produce accurate payroll and employment records; (k) all claims asserted through California
7 Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations
8 referenced in the Action (collectively, the “Class Released Claims”).

9 8. For Aggrieved Employees, the release includes, for the duration of the PAGA Period,
10 all claims for civil penalties for the Class Released Claims, as well as all claims for civil penalties
11 under PAGA arising out of Labor Code Sections 210, 226.3, 558, 1197.1, and 2699 based on the
12 factual allegations and Labor Code sections alleged or that could have been alleged based on the
13 factual allegations to have been violated in the Action, including, without limitation, Labor Code
14 sections 200, 201, 202, 203, 204, 226, 226.7, 246, 404, 432, 510, 512, 558.1, 1174, 1194, 1194.2,
15 1197, 1197.1, 1198.5, 2802, 2810.5 (the “PAGA Released Claims”). Collectively, the Class
16 Released Claims and PAGA Released Claims shall be referred to as the “Released Claims”.

17 9. Distribution of the Notice of Class Action Settlement (“Class Notice” or “Notice”)
18 directed to the Class Members as set forth in the Settlement Agreement and the other matters set
19 forth herein have been completed in conformity with the Preliminary Approval Order, including
20 individual notice to all Class Members who could be identified through reasonable effort, and was
21 the best notice practicable under the circumstances. This Class Notice provided due and adequate
22 notice of the proceedings and of the matters set forth therein, including the proposed class settlement
23 set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and the Class
24 Notice fully satisfied the requirement of due process.

25 10. Zero (0) Settlement Class Members opted out of the Settlement and zero (0)
26 Settlement Class Members objected to the Settlement.

27 11. The Court further finds that the Settlement is fair, reasonable and adequate and that
28 Plaintiff has satisfied the standards and applicable requirements for final approval of class action

1 settlement under California law, including the provisions of Code of Civil Procedure section 382
2 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
3 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

4 12. This Court hereby approves the settlement set forth in the Settlement Agreement and
5 finds that the settlement is, in all respects, fair, adequate and reasonable and directs the parties to
6 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
7 as a result of intensive, serious and non-collusive arm's length negotiations. The Court further finds
8 that the Parties have conducted extensive and costly investigation and research and counsel for the
9 parties are able to reasonably evaluate their respective positions. The Court also finds that
10 settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
11 that would be presented by the further prosecution of this Action. The Court has noted the
12 significant benefits to the Class Members under the settlement. The Court also finds that the class
13 is properly certified as a class for settlement purposes only.

14 13. Nothing contained in the Settlement Agreement shall be construed or deemed in
15 admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Each of the
16 Parties has entered into this Settlement Agreement with the intention to avoid further disputes and
17 litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be
18 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,
19 interpret, or enforce its terms.

20 14. The Court approves Plaintiff as class representative.

21 15. The Court approves David D. Bibiyan and Diego Aviles of Bibiyan Law Group, P.C.
22 as Class Counsel.

23 16. The Court approves Phoenix Settlement Administrators ("Phoenix") as the
24 Settlement Administrator.

25 17. The Court hereby awards Class Counsel attorneys' fees in the total amount of
26 \$108,333.33 which is reasonable in light of the benefit obtained for the class.

~~\$113,750.00, which is thirty five percent (35%)~~ of the Gross Settlement Amount and to be deducted
27 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$15,743.48
28 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the

1 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
2 Agreement. In approving the payment of Attorneys' Fees, the Court finds that the Settlement
3 conferred a significant benefit on the Class and the necessity and financial burden of private
4 enforcement of California labor laws makes an attorneys' fee award to Class Counsel appropriate.

5 18. The amount of this award is based on a lodestar analysis and is subject to a reasonable
6 multiplier for awarding reasonable attorney's fees and costs—it is thus reasonable, fair and
7 eminently justified. In setting an award of attorneys' fees, costs and expenses, this Court has
8 considered the following factors: (a) the time and labor required; (b) preclusion of other
9 employment; (c) the contingent nature of the cases; (d) the experience, reputation and ability of
10 Plaintiff's Counsel and the skill they displayed in the litigation; (e) the reasonable hourly rate of
11 attorneys' fees assessed by Class Counsel associated with prosecution of this Class Action, to wit:
12 David Bibiyan, Esq.: \$750; Diego Aviles: \$550; Sara Ehsani-Nia: \$450; Vedang J. Patel, Esq.: \$400;
13 Ronen Zaragof, Esq.: \$400; paralegals at \$150 and legal assistants at \$75; (f) the results achieved
14 and benefits conferred on the Settlement Class; and (g) the reaction of Settlement Class Members.
15 (*See, eg: Serrano v. Priest* (1977) 20 Cal.3d 25, 49; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
16 1794, 1810 fn. 21.)

17 19. The court hereby approves an incentive award of \$7,500.00 to Plaintiff Stephanie
18 Fortune, in consideration for her time, effort, and risk incurred on behalf of the Settlement Class,
19 and for providing a general release and releasing unknown claims pursuant to Civil Code section
20 1542. The incentive award will be paid to Plaintiff by the Settlement Administrator from the Gross
21 Settlement Amount as set forth in the Settlement Agreement.

22 20. The Court hereby approves the Settlement Administrator's cost in the amount of
23 \$7,500.00. The Settlement Administrator, Phoenix Settlement Administrators, shall be paid the cost
24 of administration of the settlement from the Gross Settlement Amount.

25 21. The Court hereby approves the PAGA penalties amount of \$10,000.00, of which
26 \$7,500.00 shall be paid to the LWDA and the remaining \$2,500.00 to be distributed to the
27 "Aggrieved Employees", defined as Class Members working for Defendants during the period from
28 May 29, 2019 through December 1, 2021 ("PAGA Period") as non-exempt, hourly-paid employees.

22. Except as expressly provided herein, the Parties each shall bear all of their own fees and costs in connection with this matter.

23. Any checks from this distribution that are not cashed by Participating Class Members within one-hundred-eighty (180) calendar days from the date of their issuance shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if any, shall be transmitted to the California Controller's Unclaimed Property Fund.

24. The Court finds that the class settlement on the terms set forth in the Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of the released claims against Defendant.

A non-appearance case review regarding Final Administration of the Settlement is
25. ~~An Order to Show Cause Hearing Re. Final Administration of the Class Action~~
Settlement is hereby scheduled for May 17, 2023, 2022, 10:00 a.m., in Department 12 of the above
entitled Court. At least five (5) calendar days prior to said ~~OSC hearing~~ ^{Review}, the Parties shall file a
declaration confirming that the claims have been paid and that administration of all of the terms and
conditions of the class action settlement have been completed. ~~Should the Court find that said~~
~~declaration has sufficiently evidenced full and complete administration of the class action~~
~~settlement, said OSC hearing will go off-calendar.~~

26. Without affecting the finality of the Judgment in any way, this Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the settlement and all orders and judgments entered in connection therewith.

IT IS SO ORDERED.

Dated: 08/30/2022, 2022



A handwritten signature in cursive script, reading "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge
Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 8484 Wilshire Boulevard, Suite 500, Beverly Hills, California 90211.

On August 30, 2022, I caused a true and correct copy of the foregoing document(s) described as **ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT, APPLICATION FOR ATTORNEYS' FEES AND COSTS, AND SERVICE AWARD** to be served by electronic transmission via Case Anywhere to the parties and/or counsel who are registered to use Case Anywhere and set forth in the below service list:

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Counsel for Defendants Amoroso Limited Partnership, Caroline Styne and Suzanne Goin

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

Executed on August 30, 2022 at Beverly Hills, California.

/s/ Emanuel Munquia
Emanuel Munquia