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

GLORIA RAMOS, individually, and on behalf
of all other similarly situated employees,

Plaintiffs,

vs.

TAGTIME, INC., a California corporation, and
DOES 1 through 50, inclusive,

Defendant.

Case No.: 21STCP00903

Assigned for all purposes to the Hon. William
F. Highberger, Dept. 10

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

Action Filed: March 19, 2021

Hearing Date: February 21, 2023
Time: 11:00 AM
Dept.: 10

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

1 THIS MATTER is before the Court on Plaintiff's Motion for Final Approval of Class
2 Action Settlement and her Motion for an Order Awarding Attorneys' Fees and Costs to
3 Plaintiff's Counsel and Enhancement Fee to the Class Representative. In accordance with the
4 Final Approval Order, Class Members have been given notice of the terms of the Settlement,
5 including had an opportunity to object to it, comment on it, participate in it, and/or exclude
6 themselves from it. Having considered the proposed Settlement, the award of attorneys' fees and
7 costs and the service award to the class representative, and the argument at the final approval
8 hearing held on February 21, 2023, the Court pursuant to Code of Civil Procedure § 382, hereby
9 grants Plaintiff's motion.

10 **I. FACTUAL BACKGROUND**

11 Plaintiff Gloria Ramos filed the complaint in this action on March 19, 2021, Ms. Ramos
12 filed claims alleging violations regarding overtime wages (Cause of Action No. 1), failure to pay
13 timely wages (Cause of Action No. 2), unlawfully received wages (Cause of Action No. 3), meal
14 breaks (Cause of Action No. 4), rest periods (Cause of Action No. 5), failure to provide accurate
15 wage statements (Cause of Action No. 6), failure to pay timely wages upon termination, (Cause
16 of Action No. 7), unlawful business practices (Cause of Action No. 8). and a claim pursuant to
17 California Private Attorney General Act (Cause of Action No. 9).

18 After Plaintiff served formal discovery and evaluated Defendants' documents and
19 positions, the parties entered into settlement negotiations, resulting in a signed Stipulation of
20 Class Action Settlement setting forth the terms of the proposed Settlement, which is before the
21 Court. In reaching the proposed Settlement, Defendant did not (and do not) concede that it has
22 violated the California Labor Code or the Business and Professions Code, and Defendant
23 continues to deny the allegations contained in Plaintiff's complaint.

24 Plaintiff has moved this Court for final approval of the Settlement and has submitted
25 documents in support thereof. No opposition was filed to Plaintiff's motion, and no Class
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1 Member objected to the Settlement. Plaintiff's motion came on for hearing before this Court on
2 February 21, 2023 at 11:00 a.m.

3 The Court, having fully considered Plaintiff's notice of motion and motion, the
4 memorandum of points and authorities in support thereof, the declarations in support thereof, the
5 Settlement Agreement itself, and the oral argument presented to the Court, HEREBY ORDERS
6 AND MAKES DETERMINATIONS AS FOLLOWS:

7 **II. ORDER GRANTING FINAL APPROVAL TO CLASS ACTION**
8 **SETTLEMENT**

9 The Court finds that certification of the following Class, for settlement purposes only, is
10 appropriate under the California Code of Civil Procedure:

11 The "Class" or "Class Members" is defined as:

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13 **Settlement Class**- Plaintiff and all current and former non-exempt employees
14 employed by Defendant in California during the period of March 19, 2017 to
15 preliminary approval of class action settlement or March 14, 2022, whichever occurs
16 first. ("Settlement Class" or "Settlement Class Members")

17 The Court finds that the Class defined above meets ascertainability, numerosity,
18 commonality, and predominance requirements that justify certification, and that resolution of this
19 matter through a class action settlement is superior to other available methods.

20 The Court finds further that:

- 21 (1) Plaintiff is an adequate and typical Class Representative and appoints them as Class
22 Representative; and
23 (2) Plaintiff's Counsel has adequately represented the Class and its appointment as Class
24 Counsel is confirmed.

25 Accordingly, the Court certifies the Class described above for settlement purposes only.

26 The Court has reviewed the terms of the Settlement and finds that the Settlement is fair,
27 adequate, and reasonable when balanced against the possible outcome of further litigation
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1 relating to class certification, liability, and damages. The Court finds further that settlement at
2 this time will avoid substantial additional costs and will avoid the delay and risks presented by
3 continued prosecution of the litigation. The Court also finds that the settlement has been reached
4 after arm's length negotiations between the parties. The terms of this operative settlement
5 agreement shall be incorporated herein and consistent with this Order and Judgment.

6 Following notice that was sent to the Class Member by first class mail, no Class member
7 objected to any of the terms of the Settlement and eleven Class Members opted out. Such non-
8 opposition to the settlement is evidence of the settlement's fairness, adequacy, and
9 reasonableness. Taking into account (1) the value of the \$265,000.00 cash settlement, (2) the
10 risks inherent in continued litigation, (3) the complexity, expense, and likely duration of the
11 litigation in the absence of settlement, (4) the experience and views of Class Counsel, and (5) the
12 positive reaction of Class Members, the Court finds that the settlement is fair, adequate,
13 reasonable, and deserves this Court's final approval.

14 **III. CLASS RELEASE**

15 "Released Claims" shall mean wage and hour claims, misclassification claims, rights,
16 demands, liabilities, penalties, interest and causes of action, arising from or related to the claims
17 pled in Plaintiff's Class Action Complaint ("Complaint") or that could have been pled in the
18 Complaint based on the factual allegations pled in the Complaint, including: Failure to Pay
19 Overtime Wages; Failure to Pay Minimum Wages; Failure to Provide Meal Periods; Failure to
20 Provide Rest Periods; Failure to Provide Accurate Wage Statements; Failure to Pay Due Wages
21 at Separation; Violation of Business and Professions Code § 17200, et seq. (Unfair or Unlawful
22 Business Practices) based on the alleged Labor Code violations; Civil Penalties Pursuant to
23 Labor Code § 2699 (Private Attorneys General Act) based on the alleged Labor Code violations;
24 claims for injunctive relief, liquidated damages, penalties, interest, and fees and costs.
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1 **IV. OPT OUTS**

2 Following notice that was sent to the Class Member by first class mail, no Class member
3 objected to any of the terms of the Settlement and eleven Class Members opted out.

4 **V. PLAINTIFF’S REQUEST FOR ATTORNEYS’ FEES AND COSTS**

5 Plaintiff’s Counsel has moved for awards of (1) attorneys’ fees and costs to Plaintiff’s
6 Counsel; and (2) a service award to the Class Representatives, notice of which were given to all
7 Class Members pursuant to the Court’s Preliminary Approval Order. The Court read argument
8 regarding Plaintiff’s request for fees and service payments upon a duly noticed motion on
9 February 21, 2023.

10 Based upon all papers filed with the Court, oral argument at the hearing, the Court’s
11 observation and assessment of the performance of Plaintiff’s Counsel throughout this litigation,
12 the resulting settlement recovery, and good cause appearing therefor, the Court finds that
13 payment of attorneys’ fees in the amount of \$88,324.50 of the GSA and costs in the amount of
14 \$9,970.60 for all past and remaining work and costs until the completion of this matter, in
15 accordance with the terms of the Settlement, is fair and reasonable under the circumstances.

16 This amount shall be paid by Defendant according to the terms of the Joint Stipulation of
17 Settlement and Release of Class Action Settlement.

18 **VI. SERVICE AWARD TO THE CLASS REPRESENTATIVE**

19 Plaintiff seeks service awards to the class representative, Gloria Ramos, in the
20 amount of \$5,000.00 and seeks this payment as compensation for the time, effort, and risk she
21 spent to enable the Class Members to receive this recovery.

22 The Court notes that California and federal courts regularly approve service awards to
23 compensate the class representative for the services they provide to the class, the time and effort
24 they invest on behalf of others, and the risks that they incur during the course of class action
25 litigation.

26 Class Representative Gloria Ramos performed a substantial service to
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1 Class members, including bringing this action, producing relevant documents, and making
2 herself available to and working with Plaintiff's Counsel throughout the action. In light of these
3 services, the service award to the class representative is appropriate. Although the proposed
4 service award was disclosed to the Class in the Notice, no class member objected to it.

5 For the foregoing reasons, the Court finds that the service award of \$5,000.00 each to
6 Plaintiff Gloria Ramos is fair and reasonable considering their service to Class Members.

7 **VII. CLAIMS ADMINISTRATION COSTS**

8 Plaintiff seeks costs for the claims administrator in the amount of \$6,750.00 for all work
9 regarding distribution to the class members, LWDA and counsel for Plaintiff. This amount shall
10 be paid by Defendant according to the terms of the Joint Stipulation of Settlement and Release of
11 Class Action Settlement. For the foregoing reasons, the Court finds that the administration costs
12 of \$6,750.00 is fair and reasonable considering its service to Class Members.

13 **VIII. PAYMENT TO LABOR AND WORKFORCE DEVELOPMENT AGENCY**

14 The Claims Administrator shall pay the LWDA \$7,500.00 (representing 75% of the
15 \$10,000.00 PAGA component of the Amended Settlement Agreement).

16 **IX. JUDGMENT FINALITY**

17 Without affecting the finality of this Judgment in any way, the Court shall retain
18 jurisdiction with respect to the implementation and enforcement of the terms of the Settlement
19 Agreement, and the Court shall retain jurisdiction over the Parties and the members of the Class
20 to enforce the terms, conditions and obligations of the Settlement Agreement.

21 This judgment is intended to be a final disposition of the above-captioned action in its
22 entirety with prejudice, and is intended to be immediately appealable. The court shall have and
23 retain continuing jurisdiction over this action and the parties and Class members, including after
24 entry of this Order, to the fullest extent necessary to interpret, enforce and effectuate the terms
25 and intent of the Settlement Agreement and this Order.

1 The Court orders class counsel to file a final report summarizing all distributions made
2 pursuant to the approved settlement, supported by declaration. The Court sets a hearing for a
3 final report for November 21, 2023.

4 The Court sets a non-appearance for November 21, 2023.
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7 Dated:

JUDGE OF THE SUPERIOR COURT

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9 By: _____
10 The Honorable Judge William F. Highberger
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