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FILED
Superior Court of California
County of Los Angeles
10/07/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: A. Lim Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MARICELA OCHOA, JUDY OCHOA, and
LILIA OCHOA, individually, and on behalf of
all others similarly situated,

Plaintiffs,

vs.

ORLANDO SPRING CORP., a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 20STCV34312

[Assigned to Hon. William F. Highberger, Dept.
10]

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 7, 2022
Time: 1:30 p.m.
Courtroom: Dept. SSC-10
Judge: Hon. William F. Highberger

Complaint filed: September 4, 2020
Trial date: Not set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiffs MARICELA OCHOA, JUDY OCHOA, and LILIA OCHOA (“Plaintiffs”) and
3 Defendant ORLANDO SPRING CORP. (“Defendant”) have reached terms of settlement for a putative
4 class action.

5 Plaintiffs have filed a motion for final approval of a class action settlement of the claims asserted
6 against Defendant in this action, memorialized in the JOINT STIPULATION OF CLASS ACTION
7 SETTLEMENT (*see* Declaration of H. Scott Leviant In Support of Plaintiffs’ Motion for Final Approval
8 of Class Action Settlement [“Leviant Decl.”], at Exh. 1). The JOINT STIPULATION OF CLASS
9 ACTION SETTLEMENT is referred to herein as the “Agreement” or “Settlement.”

10 After reviewing the Agreement, the Notice process, and other related documents, and having heard
11 the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

12 1. The Court finds that the terms of the proposed class action Settlement are fair,
13 reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting final
14 approval of the class action settlement the Court has considered the factors identified in *Dunk v. Ford*
15 *Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer, Inc.*, 91 Cal.
16 App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006). The Court
17 considered all such relevant factors for determining the fairness of the settlement, and concludes that
18 those factors weigh in favor of granting final approval. In particular, the Court finds that the Settlement
19 was reached following meaningful investigation conducted by Class Counsel; that the settlement is the
20 result of serious, informed, adversarial, and arm’s-length negotiations between the Parties; and that the
21 terms are in all respects fair, adequate, and reasonable. The Settlement Class meets the requirements for
22 conditional certification for settlement purposes only under Code of Civil Procedure § 382.

23 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
24 non-collusive arms-length negotiations. The Court further finds that the parties have conducted
25 thorough investigation and research, and the attorneys for the parties are able to reasonably evaluate
26 their respective positions. The Court also finds that settlement at this time will avoid additional
27 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
28 of the action. The Court finds that the risks of further prosecution are substantial.

1 3. The Class Notice provided to the Settlement Class complied with the requirements of
2 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and
3 United States Constitutions, and any other applicable law, and constituted the best notice practicable
4 under the circumstances, by providing individual notice to all Settlement Class Members who could be
5 identified through reasonable effort, and by providing due and adequate notice of the proceedings and
6 of the matters set forth therein to the other Settlement Class Members. The Class Notice fully satisfied
7 the requirements of due process.

8 4. The following persons are certified as Class Members solely for the purpose of entering
9 a settlement in this matter:

10 All non-exempt employees of Defendant who worked in California during the
11 Class Period (the “Class Period” is September 4, 2016 through the date of February 25,
2022).

12 (Settlement, ¶¶ 1(d), (e).)

13 5. Plaintiffs MARICELA OCHOA, JUDY OCHOA, and LILIA OCHOA are appointed
14 the Class Representatives. The Court finds Plaintiffs’ counsel are adequate, as they are experienced in
15 wage and hour class action litigation and have no conflicts of interest with absent Settlement Class
16 Members, and that they adequately represented the interests of absent class members in the Litigation.
17 Kane Moon, H. Scott Leviant, and Mariam Ghazaryan of Moon & Yang, APC, are appointed Class
18 Counsel.

19 6. The Court appoints Phoenix Settlement Administrators to act as the Settlement
20 Administrator, pursuant to the terms set forth in the Agreement.

21 7. No Settlement Class Members timely requested exclusion from the Class. All Class
22 Members are Settlement Class Members, bound by the Final Approval Order and Judgment.

23 8. Upon entry of this Final Approval Order and the subsequent Judgment, funding of the
24 Settlement and compensation to the Settlement Class Members shall be implemented pursuant to the
25 terms of the Settlement.

26 9. In addition to any recovery that Plaintiffs may receive under the Settlement as
27 Settlement Class Members, and in recognition of the Plaintiffs’ efforts on behalf of the Settlement
28 Class, the Court hereby approves the payment of enhancement awards to Plaintiffs MARICELA

OCHOA, JUDY OCHOA, and LILIA OCHOA in the amount of **\$5,000.00** to each Plaintiff (for a total of \$15,000.00).

10. The Court approves the payment of attorneys' fees to Class Counsel in the amount of **\$74,166.67**, (which is one third of the GSA). Litigation expenses are approved by the Court and awarded to Moon & Yang, APC in the amount of **\$9,750.82**.

11. The Court approves and orders payment in the amount of **\$7,000.00** to Phoenix Settlement Administrators for its services as the Settlement Administrator, as set forth in the Notice to the Class.

12. Upon completion of administration of the Settlement, the Parties shall file a declaration stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement have been completed.

13. The Court sets a non-appearance case review regarding compliance with all fund distribution requirements under the Settlement for May 9, 2023, at 9am, in Dept. SSC-10 of the above-entitled Court. A Final Report, including any declaration from the Settlement Administrator regarding compliance, shall be filed with the Court no later than May 2, 2023.

14. The Court approves and orders payment in the amount of **\$18,750.00** to the Labor and Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*).

15. Once Defendant fully fund the Settlement by paying all amounts due under the Settlement, Plaintiff and Settlement Class Members, shall have, by operation of this Final Approval Order and the separate Judgment, fully, finally and forever released, relinquished, and discharged Defendant from the Released Claims, described in the Settlement and as follows:

(a) Identity of Released Parties. The released parties are Defendant, and each of its/their former and present direct and/or indirect owners, dba's, affiliates, parents, subsidiaries, brother and sister corporations, divisions, related companies, successors and predecessors, and current and former employees, attorneys, officers, directors, shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents, servants, insurers, representatives, administrators, employee benefit plans, and assigns of said entities (collectively "Releasees").

(b) Date Release Becomes Effective. The Released Claims will be released upon

the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, and Defendant has paid all amounts owing under the Settlement.

(c) Claims Released by Settlement Class Members. Each and every Class Member, on behalf of himself or herself and his or her heirs and assigns, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period:

1) any and all claims stated in the First Amended Complaint, or that could have been stated based on the facts alleged in the First Amended Complaint, implicitly or explicitly, including but not limited to state wage and hour claims (including all claims under the California Labor Code) for unpaid wages, minimum wage, overtime, meal periods, rest periods, wage statement violations, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including but not limited to Labor Code §§ 201-204, 210, 216, 226, 226.3, 226.7, 510, 512, 512.5, 558, 1194, 1194.2, 1198, derivative claims under California Business & Professions Code §§ 17200 et seq., and all claims under the governing Wage Order ("Released Claims");

2) as to any Class Member who cashes their Settlement Payment, the signing and negotiation of that check shall serve as the Class Member's consent to join the action for purposes of releasing claims arising under the Fair Labor Standards Act that are related to the claims stated in the First Amended Complaint, implicitly or explicitly; and,

3) in addition, as to all Class Members employed during the Released PAGA Claims Period, whether requesting exclusion from the Settlement or not, claims arising under the Private Attorneys General Act of 2004, Labor Code § 2698 et seq., to the extent asserted in Plaintiff's administrative exhaustion letter submitted to the LWDA (Exhibit B [to the Settlement]) and the First Amended Complaint in this matter (i.e., the Released PAGA Claims).

16. In accordance with California Rule of Court 3.771(b), Plaintiff is ordered to give notice of this final Order and Judgment to all Settlement Class Members by posting the Order and Judgment for 90 days on the Settlement Administrator's website and to the LWDA, pursuant to Labor Code § 2699(1)(3).

17. The Court retains jurisdiction to consider all further applications arising out of or in connection with the settlement.

IT IS SO ORDERED.

Dated: 10/07/2022



Hon. William F. Highberger
LOS ANGELES COUNTY SUPERIOR COURT JUDGE

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Attwood Gregg LLP
Mark Attwood, Esq. (mra@attwoodgregg.com)
Jessica Gregg, Esq. (jcg@attwoodgregg.com)
527 West 7th Street, Suite 912
Los Angeles, CA 90014
Phone: (213) 985-2233
Fax: (213) 985-7181

Attorneys for Defendant

☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the 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 CASEANYWHERE. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **September 12, 2022** at Los Angeles, California.

H. Scott Leviant

Type or Print Name



Signature