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7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

10
11 MIRNA NUNEZ, individually, and on behalf
12 of other members of the general public
similarly situated,

13 Plaintiff,

14 vs.

15 CREATIVE DRY PROCESS, INC., a
16 California Corporation; and DOES 1 through
100, inclusive,

17 Defendants.

Case No. 20STCV15787

Assigned to Hon. Elihu M. Berle, Dept. 6

And Judgment
[PROPOSED] ORDER FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT

Hearing Date: September 20, 2021

Hearing Time: 9:00 a.m.

Department: 6

Action Filed:

April 23, 2020

Trial Date:

None Set

18
19
20 The Plaintiff's Motion for Final Approval of the Settlement (the "Final Approval Motion")
21 as set forth in the Stipulation of Class Action Settlement (the "Settlement Agreement") came for
22 hearing on September 20, 2021 in Department 6 of the above entitled court. The Final Approval
23 Motion was unopposed by Defendants Creative Dry Process, Inc. and United Wash & Dye, Inc.
24 (collectively "Defendants"). Having considered the Final Approval Motion, the Settlement
25 Agreement, the Declarations, and all other materials properly before the Court and having conducted
26 an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
27 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved. Due
28 and adequate notice having been given to the Class, and the Court having considered the Settlement

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

NOV 18 2021

Sherri R. Carter, Executive Officer/Clerk
By Marisela Fregoso, Deputy

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1 Agreement, all papers filed and proceedings had herein and all oral and written comments received
2 regarding the proposed settlement, and having reviewed the record in this Litigation, and good cause
3 appearing,

4 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

5 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
6 defined terms as set forth in the Settlement Agreement.

7 2. The Court has jurisdiction over the subject matter over this Action, the Class
8 Representative, the Class Members, and Defendants.

9 3. The Court finds that the distribution of the Class Notice, as provided for in the Order
10 Granting Preliminary Approval for the Settlement, constituted the best notice practicable under the
11 circumstances to all Class Members and fully met the requirements of California law and due
12 process under the California and United States Constitution. Based on evidence and other material
13 submitted, the actual notice to the class was adequate.

14 4. The Court finds that the instant Action presented a good faith dispute of the claims
15 alleged, and the Court finds in favor of settlement approval. Specifically, the claims on behalf of
16 the Class Members included the alleged (1) failure to pay Class Members wages, minimum wages
17 and overtime for all work hours at the correct regular and premiums rates; (2) failure to provide
18 Class Members with rest breaks or pay rest break premiums; (3) failure to provide Class Members
19 with meal breaks or pay meal break premiums; (4) failure to provide Class Members with complete
20 and accurate wage statements; (5) failure to timely pay Class Members all wages during
21 employment and at termination; (6) failure to keep requisite payroll records; (7) unfair business
22 practices; and (8) claims for civil penalties under the California Private Attorneys General Act of
23 2004 (“PAGA”).

24 5. No Class Members requested Exclusion from the Settlement, so all Class Members
25 are entitled to payment pursuant to the Settlement and this Judgment.

26 6. The Court approves the Settlement, as set forth in the Settlement Agreement and each
27 of the releases and other terms, as fair, just, reasonable, and adequate. The Parties are directed to
28 perform in accordance with the terms set forth in the Settlement Agreement.

1 7. The Parties are to bear their own costs, except as otherwise provided in the Settlement
2 Agreement.

3 8. For purposes of effectuating this Order and Judgment (including the Released
4 Claims), this Court has certified the following class: "All current and former non-exempt hourly
5 employees of Defendants in California during the period beginning April 23, 2016 through May 27,
6 2021." The Court deems this definition sufficient for purposes of California Rules of Court, rule
7 3.765(a).

8 9. With respect to the Settlement Class and for purposes of approving this Settlement,
9 this Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous
10 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
11 Class Members, and there is a well-defined community of interest among the Class Members with
12 respect to the subject matter of the Action; (c) the claims of the Class Representative are typical of
13 the claims of the Class Members; (d) the Class Representative has fairly and adequately protected
14 the interests of the Class Members; (e) a class action is superior to other available methods for an
15 efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for
16 the Plaintiff in his individual and representative capacity and for the Settlement Class.

17 10. By this Judgment, the Class Representative shall release, relinquish, and discharge,
18 and each of the Settlement Class Members shall be deemed to have, and by operation of the
19 Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released
20 Claims, as defined in the Settlement Agreement.

21 11. Neither the Settlement Agreement nor the Settlement contained therein, nor any act
22 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the
23 Settlement (i) is or may be deemed to be or may be used by the Plaintiff or Class Members as an
24 admission of, or evidence of, the validity of any of the Class Members' Released Claims, or of any
25 wrongdoing or liability of Defendants or any of the other Released Parties; or (ii) is or may be
26 deemed to be or may be used by the Plaintiff or Class Members as an admission of, or evidence of,
27 any fault or omission of Defendants or any of the other Released Parties in any civil, criminal, or
28 administrative proceeding in any court, administrative agency, or other tribunal. Defendants or any

1 of the other Released Parties may file the Settlement Agreement and/or the Judgment from this
2 Action in any other action that may be brought against it or them in order to support a defense or
3 counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement,
4 judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense
5 or counterclaim.

6 12. The "Settlement Amount" to be paid under the Settlement Agreement is \$265,000.
7 From this amount, Class Counsel sought an award of attorney's fees of \$88,333.33, litigation
8 expenses of \$7,000, a Service Award for Plaintiff of \$5,000, \$9,250 to Phoenix Settlement
9 Administrators as the Settlement Administrator, and \$10,000 for PAGA penalties, \$7,500 of which
10 is paid to the LWDA and \$2,500 to eligible Class Members who were employed during the PAGA
11 Period as set forth in the Settlement Agreement. Defendants do not oppose these requests. The
12 Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments
13 set forth below from the Settlement Amount:

- 14 A) \$88,333.33 to Class Counsel for attorney's fees;
15 B) \$6,686.39 to Class Counsel for litigation costs and expenses;
16 C) \$5,000 to Plaintiff as a Service Award;
17 D) \$9,250 to the Settlement Administrator for the costs of settlement
18 administration;
19 E) \$7,500 to the LWDA and \$2,500 to eligible employees under PAGA; and
20 F) After deducting the foregoing payments from the Settlement Amount, the
21 remainder shall form the Net Settlement Amount payable to the Settlement Class Members as set
22 forth in the Settlement Agreement and as calculated by the Settlement Administrator.

23 13. The Settlement Administrator is directed to calculate the Class Member's Individual
24 Settlement Amounts from the Net Settlement Amount and issue all payments in accordance with
25 the timeline set forth in the Settlement Agreement

26 14. The Settlement Administrator shall mail a reminder postcard to any Class Member
27 whose Settlement check is not negotiated within 60 days of mailing.
28

15. Settlement Class Members shall have 120 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. If a Participating Class Member does not negotiate his/her check within this time period, the check will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be sent to the California State Controller Unclaimed Property.

16. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, and Defendants for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

17. OSC re Compliance with terms of settlement not to be set for 7-15-22

IT IS SO ORDERED.

17. OSC re Compliance with terms of Settlement is set for 7-15-22 at 8:30 AM. Report due 7-8-22.

ELIHU M. BERLE

DATED: 11-18-21

Honorable Elihu M. Berle
Judge of the Superior Court