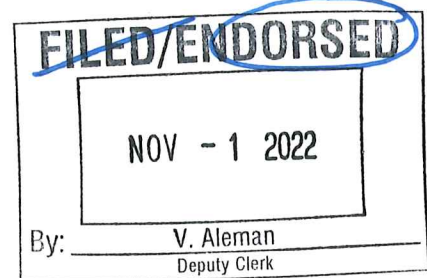


Jonathan M. Genish (State Bar No. 259031)
jgenish@blackstonepc.com
Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff Samia Salazar Yunis



**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

SAMIA SALAZAR YUNIS, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

SHARIF JEWELERS, an unknown business entity; and DOES 1 through 25, inclusive.

Defendants.

Case No. 34-2020-00290080

Honorable Lauri A. Damrell
Department 28

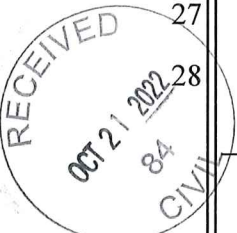
**~~AMENDED PROPOSED~~ JUDGMENT
AND ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Complaint Filed: December 7, 2020
Trial Date: Not Set

Date: October 21, 2022
Time: 9:00 a.m.
Dept: 28

BY FAX

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



1 Plaintiff Samia Salazar Yunis' ("Plaintiff's") Motion for Final Approval of Class Action and
2 PAGA Settlement came before this Court on **October 21, 2022 at 9:00 a.m.** in Department 28 of the
3 above-captioned Court located at 720 9th Street, Sacramento, California 95814.

4 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
5 ("Settlement Agreement" and "Settlement"), Plaintiff's Motion for Final Approval of Class Action
6 Settlement, the supporting papers filed by the Parties, the Declarations of Jonathan M. Genish, Miriam
7 L. Schimmel, Samia Salazar Yunis, and Lindsay Kline on behalf of Simpluris, and the evidence and
8 argument received by the Court in conjunction with the Motion for Preliminary Approval of Class
9 Action Settlement and Documents thereto, the Court grants final approval of the Settlement and
10 **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:**

11 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
12 including all members of the Settlement Class.

13 2. The Court finds that the class is properly certified as a class for settlement purposes
14 only.

15 3. The Court appoints Plaintiff Samia Salazar Yunis as Class Representative for settlement
16 purposes only.

17 4. The Court appoints Jonathan M. Genish of Blackstone Law, APC as Class Counsel for
18 settlement purposes only.

19 5. The Notice provided to the Settlement Class conforms with the requirements of
20 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
21 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law,
22 and constitutes the best notice practicable under the circumstances, by providing individual notice to
23 all class members who could be identified through reasonable effort, and by providing due and adequate
24 notice of the proceedings and of the matters set forth therein to the other class members. The notice
25 fully satisfied the requirements of due process.

26 6. The Court finds the settlement was entered into in good faith, that the settlement is fair,
27 reasonable and adequate, and that the settlement satisfies the standards and applicable requirements for
28

1 final approval of this class action settlement under California law, including the provisions of California
2 Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

3 7. The Settlement Agreement is not an admission by Defendant Sharif Jewelers or by any
4 other released party, nor is this Order a finding of the validity of any allegations or of any wrongdoing
5 by Defendant or any other released party. Neither this Order, the Settlement, nor any document referred
6 to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an
7 admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against
8 Defendant or any of the other released parties.

9 8. No Settlement Class Members have objected to the terms of the Settlement.

10 9. Upon entry of this Order, compensation to the Participating Class Members as that term
11 is defined in the Settlement Agreement shall be paid pursuant to the terms of the Settlement.

12 10. In addition to any recovery that Plaintiff may receive under the Settlement, and in
13 recognition of the Plaintiff's efforts on behalf of the settlement class, the Court hereby approves the
14 payment from the Gross Settlement Payment of an incentive award to Plaintiff, in the amount of
15 \$7,500.00.

16 11. The Court approves the payment from the Gross Settlement Payment of attorneys' fees
17 to Class Counsel in the sum of \$116,666.67 (one-third of the Gross Settlement Payment), and the
18 reimbursement of actual litigation expenses in the sum of \$15,724.93. Both are reasonable amounts.
19 The reasonableness of the fee award is determined based on a reasonable percentage of a common fund
20 obtained for the class. Awarding fees on a percentage basis encourages efficient litigation practices and
21 reflects the actual benefit obtained for the class.

22 12. The Court approves and orders payment from the Gross Settlement Amount in the
23 amount of \$4,075.00 to Simpluris for performance of settlement administration services.

24 13. The Court approves and orders payment in the amount of \$18,500.00 to the Labor
25 Workforce and Development Agency as 75% of the payment allocated toward PAGA penalties.

26 14. The Parties are ordered to give notice of the judgment to all Class Members in
27 accordance with CRC 3.771(b).
28

1 15. Funds for any settlement checks remaining uncashed after one hundred and eighty (180)
2 will be distributed pursuant to the Code of Civil Procedure section 384, to the Controller of the State
3 of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq.,
4 for the benefit of those Participating Class Members and PAGA Members who did not cash their checks
5 until such time that they claim their property.

6 16. Upon funding of the Settlement by Defendant, the Plaintiff and all members of the class
7 who were not excluded from the class, shall have, by operation of this Order and Judgment, fully,
8 finally and forever released, relinquished, and discharged Defendant and the Released Parties from all
9 Settled Claims as defined by the terms of the approved settlement. This final judgment bars members
10 of the class who did not timely exclude themselves from the settlement from asserting released class
11 claims in the future.

12 17. This Court shall retain jurisdiction with respect to all matters related to the
13 administration and consummation of the settlement, and any and all claims, asserted in, arising out of,
14 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
15 settlement and the determination of all controversies relating thereto.

16 18. The settlement administrator shall file a final report by May 24, 2023 indicating
17 the disbursements were made pursuant to the settlement.

18 19. A non-appearance case review re Compliance with the Distribution is set for
19 June 08, 2023 at 1:30 PM in Department 28 of this Courthouse located at
20 720 9th Street, Sacramento, California 95814.

21 **IT IS SO ORDERED.**

22
23 Dated: NOV -1 2022

LAURI A. DAMRELL

Hon. Lauri A. Damrell
Judge of the Superior Court

LAURI A. DAMRELL

1 **PROOF OF SERVICE**

2 I, Stephany Sinaguinan, certify and declare as follows:

3 I am over eighteen years of age and not a party to the within action; my business address is
4 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On October 21, 2022, I served a copy
of the following document(s):

5 **[AMENDED PROPOSED] JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF**
6 **CLASS ACTION SETTLEMENT**

7 on the interested parties as follows:

8 Larry M. Kazanjian, Esq.

Alexandra M. Asterlin, Esq.

9 **PALMER KAZANJIAN WOHL HODSON LLP**

2277 Fair Oaks Boulevard, Suite 455

10 Sacramento, California 95825

11 Telephone: (916) 442-3552

12 Facsimile: (916) 640-1521

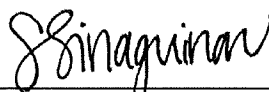
Email: lkazanjian@pkwhlaw.com; AAsterlin@pkwhlaw.com; sragusa@pkwhlaw.com

13 *Attorneys for Defendant Sharif Jewelers*

14 ☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be
15 delivered to the above referenced addressee(s) via email from email address
16 ssina@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1).
I did not receive any electronic message or other indication that the transmission was
unsuccessful.

17 ☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the
18 above is true and correct.

19 Executed on October 21, 2022 at Beverly Hills, California.

20 

21 Stephany Sinaguinan