

1 **BIBIYAN LAW GROUP, P.C.**
 David D. Bibiyan (SBN 287811)
 2 *david@tomorrowlaw.com*
 Jeffrey D. Klein (SBN 297296)
 3 *diego@tomorrowlaw.com*
 Vedang J. Patel (SBN 328647)
 4 *vedang@tomorrowlaw.com*
 8484 Wilshire Boulevard, Suite 500
 5 Beverly Hills, California 90211
 Tel: (310) 438-5555; Fax: (310) 300-1705
 6
LIM LAW GROUP, P.C.
 7 Preston H. Lim (SBN 275249)
phl@limlawgroup.com
 1504 W. Artesia Sq., Suite B
 8 Gardena, California 90248
 Tel: (213) 900-3000; Fax: (213) 204-3000
 9
BOUCHER LLP
 10 Raymond P. Boucher, State Bar No. 115364
ray@boucher.la
 21600 Oxnard Street, Suite 600
 11 Woodland Hills, California 91367-4903
 Tel: (818) 340-5400; Fax: (818) 340-5401
 12
LAW OFFICES OF SAHAG MAJARIAN II
 Sahag Majarian II, State Bar No. 146621
 13 *sahagii@aol.com*
 18250 Ventura Boulevard
 14 Tarzana, California 91356
 Tel: (818) 609-0807; Fax: (818) 609-0892
 15
 Attorneys for Plaintiffs on behalf
 16 of themselves and all others similarly situated and aggrieved

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

19
 20 JAZMIN NINO ZAVALA, and MARIA
 BENAVIDEZ HERRERA, on behalf of
 21 themselves and all others similarly situated
 and aggrieved,

22
 23 Plaintiffs,

24 v.

25 PLS CHECK CASHERS OF CALIFORNIA,
 INC., a California corporation; and DOES 1
 26 through 100, inclusive,

27 Defendants.
 28

CASE NO.: 20STCV42586

[Assigned to the Hon. Elihu M. Berle in Dept.
 6]

Judgment and

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

FILED
 Superior Court of California
 County of Los Angeles

11/17/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: D. Wortham Deputy

1 This matter having come before the Court on November 15, 2022 for a final fairness hearing
2 pursuant to the Order of this Court dated July 20, 2022, granting preliminary approval (“Preliminary
3 Approval Order”) of the class and representative action settlement upon the terms set forth in the
4 Stipulation re: Class Action and Representative Action Settlement (“Settlement Agreement”)
5 submitted in support of Motion for Preliminary Approval of the Class and Representative Action
6 Settlement and Certifying Class for Settlement Purposes; and due and adequate notice having been
7 given to the Class Members as required in the Preliminary Approval Order; and the Court having
8 considered all papers filed and proceedings had herein and otherwise being fully informed and good
9 cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

10 1. The Motion for Final Approval of Class Action and Representative Action
11 Settlement; Service Award; and Reasonable Attorneys’ Fees and Costs is hereby granted..

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

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

16 4. For settlement purposes only, the Court certifies the following class: all current and
17 former non-exempt, hourly-paid employees who worked for defendant PLS Check Cashers of
18 California, Inc. (“Defendant) at any time during from November 6, 2016 through September 24,
19 2021 (“Class Period”) in California (“Class Members”).

20 5. The parties released shall include Defendant and each of its past, present, and future
21 respective affiliates, parents, subsidiaries, predecessors, successors, divisions, joint ventures and
22 assigns, and each of these entities’ past or present owners, directors, officers, employees, partners,
23 members, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, and personal
24 or legal representatives (collectively, the “Released Parties”).

25 6. “Plaintiffs” refers to, collectively, plaintiff Jazmin Nino Zavala (“Plaintiff Zavala”)
26 and plaintiff Maria Benavidez Herrera (“Plaintiff Herrera”).

27 7. Upon the entry of this Order granting Final Approval of the Settlement, entry of
28 Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement

1 Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiffs and all Participating
2 Class Members release the Released Parties of all claims against the Released Parties asserted in the
3 First Amended Complaint filed in the Zavala Action, or any and all claims that may be asserted
4 against the Released Parties based on the factual allegations in the Actions, as follows: For the
5 duration of the Class Period, the release includes: (a) all claims for failure to pay overtime wages;
6 (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide compliant meal
7 and rest periods and associated premium pay (d) failure to timely pay all wages due upon termination
8 or resignation; (e) all claims for non-compliant wage statements; (f) all claims for failure to
9 indemnify; and (g) all claims asserted through California Business & Professions Code § 17200 et
10 seq. arising out of the Labor Code violations referenced in the First Amended Complaint
11 (collectively, the "Class Released Claims").

12 8. For Aggrieved Employees, the "Released Claims" also includes any and all claims
13 for civil penalties under PAGA [Cal. Lab. Code §§ 2699, et seq.] that are based upon or arise from
14 the factual allegations in the First Amended Complaint filed in the Zavala Action arising during the
15 PAGA Period, including claims for civil penalties under PAGA arising out of Labor Code Sections
16 210, 226.3, 558, 1197.1, and 2699 based on the factual allegations and Labor Code sections alleged
17 to have been violated in the First Amended Complaint, which includes, without limitation, claims
18 for failure provide suitable seating, and violation of Labor Code sections 200, 201, 202, 203, 204,
19 226, 246, 404, 432, 510, 1174, 1194, 1197, 1198.5, 2802, 2810.5, 6401, 6402 and 6403 (the "PAGA
20 Released Claims"). Collectively, the Class Released Claims and PAGA Released Claims shall be
21 referred to as the "Released Claims".

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

1 Notice fully satisfied the requirement of due process.

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

4 11. The Court further finds that the Settlement is fair, reasonable and adequate and that
5 Plaintiff has satisfied the standards and applicable requirements for final approval of class action
6 settlement under California law, including the provisions of Code of Civil Procedure section 382
7 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
8 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

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

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

25 14. The Court approves Plaintiffs as class representatives.

26 15. The Court approves David D. Bibiyan and Jeffrey D. Klein of Bibiyan Law Group,
27 P.C., Preston H. Lim of Lim Law Group, P.C., Raymond P. Boucher and Alexander Gamez of
28 Boucher, LLP, and Sahag Majarian of the Law Offices of Sahag Majarian II as Class Counsel.

1 16. The Court approves Phoenix Settlement Administrators (“Phoenix”) as the
2 Settlement Administrator.

3 17. The Court hereby awards Class Counsel attorneys' fees in the total amount of
4 \$130,000.00, which is one-third (1/3) of the Gross Settlement Amount and to be deducted
5 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$20,748.72
6 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
7 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
8 Agreement. In approving the payment of Attorneys' Fees, the Court finds that the Settlement
9 conferred a significant benefit on the Class and the necessity and financial burden of private
10 enforcement of California labor laws makes an attorneys' fee award to Class Counsel appropriate.

11 18. The amount of this award is based on a lodestar analysis and is subject to a reasonable
12 multiplier for awarding reasonable attorney's fees and costs—it is thus reasonable, fair and
13 eminently justified. In setting an award of attorneys' fees, costs and expenses, this Court has
14 considered the following factors: (a) the time and labor required; (b) preclusion of other
15 employment; (c) the contingent nature of the cases; (d) the experience, reputation and ability of
16 Plaintiff's Counsel and the skill they displayed in the litigation; (e) the reasonable hourly rate of
17 attorneys' fees assessed by Class Counsel associated with prosecution of this Class Action, to wit:
18 David Bibiyan, Esq.: \$750; Jeffrey D. Klein: \$625; Vedang J. Patel, Esq.: \$400; Preston H. Lim,
19 Esq.: \$800; Raymond Boucher, Esq. \$1,190; Shehnaz Bhujwala, Esq.: \$800; Alexander Gamez,
20 Esq.: \$500; Mallory Whitelaw, Esq.: \$400; Sahag Majarian II, Esq.: \$750; paralegals at \$150 at
21 \$185, and legal assistants at \$75; (f) the results achieved and benefits conferred on the Settlement
22 Class; and (g) the reaction of Settlement Class Members. (*See, eg: Serrano v. Priest* (1977) 20
23 Cal.3d 25, 49; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1810 fn. 21.)

24 19. The court hereby approves an incentive award of \$5,000.00 to Plaintiff Zavala and
25 \$3,500.00 to Plaintiff Herrera, for a total of \$8,500.00 to Plaintiffs, in consideration for their time,
26 effort, and risk incurred on behalf of the Settlement Class, and for providing a general release and
27 releasing unknown claims pursuant to Civil Code section 1542. The incentive award will be paid
28 to Plaintiffs by the Settlement Administrator from the Gross Settlement Amount as set forth in the

1 Settlement Agreement.

2 20. The Court hereby approves the Settlement Administrator's cost in the amount of
3 \$9,000.00. The Settlement Administrator, Phoenix Settlement Administrators, shall be paid the cost
4 of administration of the settlement from the Gross Settlement Amount.

5 21. The Court hereby approves the PAGA penalties amount of \$20,000.00, of which
6 \$15,000.00 shall be paid to the LWDA and the remaining \$5,000.00 to be distributed to the
7 "Aggrieved Employees", defined as Class Members working for Defendant during the period
8 between August 13, 2019 through September 24, 2021 ("PAGA Period") as non-exempt, hourly-
9 paid employees.

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

12 23. Any checks from this distribution that are not cashed by Participating Class Members
13 within one-hundred-eighty (180) calendar days from the date of their issuance shall be canceled and
14 funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue
15 pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus
16 accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted as
17 follows: to Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104 for
18 use in Los Angeles County. Pursuant to California Code of Civil Procedure section 384(b), Class
19 Counsel shall file a Proposed Amended Judgment once the Settlement Administrator provides a
20 declaration to Class Counsel confirming that the claims have been paid and that administration of
21 all of the terms and conditions of the class action settlement have been completed.

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

25 25. An Order to Show Cause Hearing Re: Final Administration of the Class Action
26 Settlement is hereby scheduled for July 5, 2023, 8:30 a:m, in Department 6 of the above entitled
27 Court. On or before June 23, 2023, the Parties shall file a declaration confirming that the claims
28 have been paid and that administration of all of the terms and conditions of the class action

1 settlement have been completed. Should the Court find that said declaration has sufficiently
2 evidenced full and complete administration of the class action settlement, said OSC hearing will go
3 off-calendar.

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

7 **IT IS SO ORDERED.**

8

9 Dated: November 17, 2022



Elihu M. Berle

Judge of the Superior Court
Elihu M. Berle / Judge

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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 November 15, 2022, I caused a true and correct copy of the foregoing document(s) described as **[PROPOSED] FIRST AMENDED ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT, APPLICATION FOR ATTORNEYS' FEES AND COSTS, AND SERVICE AWARD** to be served on the interested parties via electronic service through Case Anywhere:

Christine D. Baran
Colin P. Calvert
Sarah Bennett
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614

Counsel for Defendant PLS CHECK CASHERS OF CALIFORNIA, INC.

Preston H. Lim
1504 W. Artesia Sq., Suite B
Gardena, California 90248

Co-Counsel for Plaintiff JAZMIN NINO ZAVALA

BOUCHER LLP
Raymond P. Boucher
Alexander Gamez
21600 Oxnard Street, Suite 600
Woodland Hills, California 91367-4903

Counsel for Plaintiff MARIA BENAVIDEZ HERRERA

LAW OFFICES OF SAHAG MAJARIAN II
Sahag Majarian II
18250 Ventura Boulevard
Tarzana, California 91356

Counsel for Plaintiff MARIA BENAVIDEZ HERRERA

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

Executed on November 15, 2022, at Beverly Hills, California.

/s/ Jennifer Echeverria
Jennifer Echeverria