

BRENT S. BUCHSBAUM, ESQ. SBN 194816)
Brent@buchsbaumhaag.com
LAUREL N. HAAG, ESQ. SBN 211279)
Laurel@buchsbaumhaag.com
LAW OFFICES OF BUCHSBAUM & HAAG, LLP
100 Oceangate, Suite 1200
Long Beach, California 90802
Telephone: (562) 733-2498
Fax: (562) 733-2498

Attorneys for Plaintiff Diamond Weathers
and Proposed Class Counsel

DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
GAINES & GAINES, APLC
4550 E. Thousand Oaks Boulevard, Suite 100
Westlake Village, California 91362
Telephone: (818) 703-8985
Facsimile: (818) 703-8984

Attorneys for Plaintiff Milad Razani
and Proposed Class Counsel

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

DIAMOND WEATHERS, individually,
and as a representative of other aggrieved
employees,

Plaintiff,

v.

BG-IC, LLC, and DOES 1 through 250,
inclusive,

Defendants.

Case No. 21STCV07570
[Related to Case No. 21STCV08334]

*Assigned for all purposes to: Judge Carolyn B.
Kuhl, Dept. SSC-12*

CLASS ACTION

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

**DATE: February 8, 2023
TIME: 10:30 a.m.
DEPT.: SSC-12**

Action Filed: February 26, 2021

FILED
Superior Court of California
County of Los Angeles

02/16/2023

David W. Shylen, Executive Officer / Clerk of Court

By: M. Mata Deputy

1 Plaintiffs' Motion for an Order Granting Final Approval of Class Action Settlement came
2 before this Court on February 8, 2023. The above-captioned Action is a class action lawsuit brought
3 by Plaintiffs Diamond Weathers and Milad Razani (together, "Plaintiffs") against Defendant BG-
4 IC, LLC ("Defendant") (collectively, the "Parties"). Plaintiffs allege, on behalf of a class of
5 Defendant's current and former employees, that, Defendant failed to pay all wages due, failed to
6 provide meal and rest periods or compensation in lieu thereof, failed to pay wages due timely upon
7 separation of employment, and failed to comply with itemized wage statement provisions.
8 Defendant denies any and all alleged wrongdoing, and denies any liability to the Plaintiffs or to
9 members of the Class. Defendant contends that that it has complied at all times with California
10 law, including the California Labor Code, the Industrial Commission Wage Orders, and the
11 California Business and Professions Code.

12 On September 21, 2022, this Court entered an Order Granting Preliminary Approval of
13 Settlement, resulting in certification of the following provisional Settlement Class: "all current and
14 former non-exempt employees who are or were employed by Defendant in California at any time
15 during the Class Period [February 25, 2017 through February 28, 2022]."

16 That Order further directed the Parties to provide Notice to the Class, which informed absent
17 class members of: (a) the proposed Settlement, and the Settlement's key terms; (b) the date, time
18 and location of the Final Approval Hearing; (c) the right of any Class Member to object to the
19 proposed Settlement, and an explanation of the procedures to exercise that right; (d) the right of
20 any Class Member to exclude themselves from the proposed Settlement, and an explanation of the
21 procedures to exercise that right; and (e) an explanation of the procedures for class members to
22 participate in the proposed settlement.

23 The Court, upon Notice having been given as required in the Preliminary Approval Order,
24 and having considered the Joint Stipulation of Settlement, attached hereto as **Exhibit 1** (the
25 "Settlement"), as well as all papers filed, hereby ORDERS, ADJUDGES AND DECREES AS
26 FOLLOWS:
27
28

1 1. This Court has jurisdiction over the subject matter of the Action and over all Parties
2 to the Action, including all members of the Settlement Class.

3 2. The Court finds that the Settlement Class is properly certified for settlement
4 purposes only.

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

12 4. The Court finds the settlement was entered into in good faith, that the settlement is
13 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
14 requirements for final approval of this class action settlement under California law, including the
15 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
16 3.769. The Court approves the Gross Settlement Amount of \$665,000.

17 5. Zero (0) Class Members have objected to the terms of the Settlement.

18 6. One (1) Class Member has requested exclusion from the Settlement.

19 7. Upon entry of this Order, compensation to the participating members of the
20 Settlement Class shall be effected pursuant to the terms of the Settlement Agreement.

21 8. In addition to any recovery that Plaintiffs may receive from the Net Settlement
22 Amount, and in recognition of the Plaintiffs' efforts on behalf of the Settlement Class, the Court
23 hereby approves the payment of incentive awards to Plaintiffs Diamond Weathers and Milad
24 ~~Razani~~ and to Plaintiff Milad Razani in the amount of \$7500.00
25 ~~Razani each in the amount of Ten Thousand Dollars (\$10,000) (for a total of Twenty Thousand~~
26 ~~\$17,500.00 Dollars (\$20,000)).~~ This shall be paid from the Gross Settlement Amount.

27 9. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
28 Two Hundred Twenty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents

1 (\$221,666.66), and the reimbursement of litigation expenses in the sum of Sixteen Thousand Six
2 Hundred Four Dollars and Seventy-Six Cents (\$16,604.76). This shall be paid from the Gross
3 Settlement Amount. The amount to be paid for attorneys fees is reasonable in light of the benefit
4 obtained for the class.

5 10. The Court approves and orders payment in the amount of Seven Thousand Five
6 Hundred Dollars (\$7,500) to Phoenix Settlement Administrators, Inc. for performance of its
7 settlement administration services. This shall be paid from the Gross Settlement Amount.

8 11. The Court approves and orders payment in the amount of Thirty Thousand Dollars
9 (\$30,000) to the California Labor and Workforce Development Agency for its 75% share of PAGA
10 penalties. This shall be paid from the Gross Settlement Amount.

11 12. Upon the entry of this Order and Judgment, and subject to the occurrence of the
12 Effective Date, Plaintiffs and all Participating Class Members shall be deemed to have released the
13 Released Parties from the Released Class Claims and Plaintiffs and all PAGA Group Members
14 shall be deemed to have released the Released Parties from all PAGA claims which accrued during
15 the PAGA Period, as more fully defined in the Settlement Agreement.

16 13. Upon completion of administration of the Settlement, the parties shall file a
17 declaration stating that claims have been paid and that the terms of the settlement have been
18 completed. The declaration of the administrator shall be filed by Dec. 4, 2023. A copy of this order and judgment shall be mailed to all Class Members with their
19 settlement payments.

20 14. This "Judgment" is intended to be a final disposition of the above captioned action
21 in its entirety, and is intended to be immediately appealable.

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

26 **IT IS SO ORDERED.**

27 Dated: 02/16/2023



Carolyn E. Kuhl

JUDGE OF THE SUPERIOR COURT
Carolyn E. Kuhl / Judge