

FILED
Superior Court of California
County of Los Angeles

FEB 07 2023

David W. Heston, Executive Officer/Clerk of Court
By: R. Arreaga, Deputy

**FINAL RULINGS/ORDERS RE: MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Arzooian v. A&M Administration, LLC, Case No. 21STCV05576

The Parties' Motion for Final Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The Court notes that Mr. Bibiyan should carefully proofread the declarations he submits to this court going forward.

The essential terms are:

- A. The Gross Settlement Amount ("GSA") is \$590,000.
- B. The Net Settlement Amount ("Net") is the GSA minus the following:

- \$196,667 (1/3 of GSA) in fees to Class Counsel for attorney fees (Fee Split: 65% to Bibiyan Law Group, P.C. and 35% to Miracle Mile Law Group, LLP.);

- \$21,490.85 in costs to Class Counsel;

- \$5,000 for a service award to the class representative, Roland J. Arzooian;

- \$17,000 for settlement administration costs to ILYM Group, Inc.;

- \$7,500 (75% of \$10,000 PAGA penalty) to the LWDA.

- C. All Employer Taxes shall be paid by Defendants separate, apart and above from the GSA.

- D. Plaintiffs release of Defendants from claims described herein.

By **March 7, 2023**, Class Counsel must:

- a. lodge a [Proposed] Judgment consistent with this ruling containing among other things, the class definition, full release language, and names of the any class members who opted out;

- b. email the [Proposed] Judgment in Word format to Dept. 9 staff at sscdept9@lacourt.org; and

- c. give notice to the class members pursuant to California Rules of Court, rule 3.771(b) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1)(3).

Court sets **Non-Appearence Case Review for March 14, 2023, 8:30 a.m., Department 9.**

By **February 7, 2024**, Class Counsel must:

- a. file a Final Report re: Distribution of the settlement funds;
- b. lodge a [Proposed] Amended Judgment pursuant to Cal. Code of Civ. Pro. § 384 that also includes the amount of unpaid residue or unclaimed or abandoned class member funds and interest thereon to be distributed to the cy pres;
- c. email the [Proposed] Amended Judgment in Word format to Dept. 9 staff at sscdept9@lacourt.org.

Counsel must give notice to the Judicial Council of California, Ms. Donna Newman, Budget Services in Sacramento: donna.newman@jud.ca.gov upon entry of the Amended Judgment pursuant to Cal. Code of Civ. Pro. §384.5.

Court sets **Non-Appearence Case Review for February 14, 2024, 8:30 a.m., Department 9.**

I.
INTRODUCTION

A. Background

On February 11, 2021, Plaintiff filed a Class Action against defendants A & M Administration, LLC, Charlotte Russe Holding, Inc., YM Inc., YM Inc. (Sales), Charlotte Russe Delaware, Inc., and Michael Gold (collectively, "Defendants"), alleging claims for failure to pay overtime wages; failure to pay minimum wages; failure to provide meal and rest breaks and/or associated premium payments; failure to timely pay wages to separated employees; failure to provide accurate wage statements; failure to indemnify necessary work expenses; and a claim for unfair competition on behalf of himself and all others similarly situated.

On April 2, 2021, Plaintiff filed a First Amended Complaint ("FAC") adding causes of action for civil penalties under PAGA, Labor Code Sections 210, 226.3, 558, 1197.1 and 2699 for the Labor Code violations set out in the PAGA Notice for himself and other aggrieved employees.

Counsel represents that in the leadup to mediation, Plaintiff was provided with, among other things, an employee list containing the dates of employment, employment status, and hourly rates of pay of all non-exempt employees, which provided sufficient information to determine: (1) the number of workweeks and Settlement Class members; (2) the number of Settlement Class Members separated from employment for the purpose of calculating waiting time penalties; (3) the number of Settlement Class Members working from, and pay periods worked, from February 2020 through mediation for the purpose of calculating wage statement violations; (4) and the number of Class Members and pay periods worked from January 26, 2020 through mediation for the purpose of calculating PAGA penalties. In addition, Class Counsel was provided with a sampling of time records and pay records for approximately 10% of the estimated 1,080 Class Members, a store list and pertinent policies and practices relating to Plaintiff's claims.

The Parties attended mediation before mediator Paul Grossman, Esq. on July 27, 2021. With the aid of the mediator's evaluation and proposal thereafter, the Parties reached the Settlement Agreement. A copy of the fully executed agreement was filed with the Court.

On January 13, 2022, the Court issued a "checklist" of items for the parties to address. In response, on April 4, 2022, the parties filed supplemental briefing and a First Amended Settlement Agreement, a copy of which is attached to the Supplemental Declaration of David D. Bibiyan ("Supp. Bibiyan Decl.") ISO Preliminary Approval as Exhibit 2.

Now before the Court is the motion for final approval of the settlement agreement.

B. Definitions

"Settlement Class," "Settlement Class Members," or "Class Members": all current and former non-exempt, hourly-paid employees who worked in California for Defendants at any time during the Class Period. (Settlement Agreement, ¶1.DD.)

Class Period: May 19, 2019 through and including September 27, 2021. (¶1.D.)

"PAGA Employees": all current and former employees who worked for Defendants in California at any time from January 26,

2020 through and including September 27, 2021 in non-exempt hourly paid positions. (§1.B.)

"PAGA Period": January 26, 2020 through and including September 27, 2021. (§1.S.)

Defendants represent that there were approximately 15,939 actual workweeks worked by Settlement Class Members between May 20, 2019 and July 3, 2021. In the event the actual total number of Workweeks worked between May 20, 2019 and July 3, 2021 exceeds 17,533 (representing a 10% margin of error), then the Gross Settlement Amount shall increase proportionally to the extent the 17,533 threshold is exceeded (e.g., if the 17,533 threshold is exceeded by 10%, amounting to 19,126 Workweeks the Gross Settlement Amount will increase by 10%, or \$59,000). (§17.)

There are a total of 17,386 applicable Workweeks. (Quiroz Decl, §13.)

The parties agree to certification for purposes of settlement. (§4)

C. Terms of Settlement Agreement

The essential terms are:

- The Gross Settlement Amount is \$590,000, non-reversionary. (§1.M.)
- The Net Settlement Amount (\$326,500) is the Gross Settlement Amount minus the following:
 - Up to \$206,500 (35%) for attorney fees (§12);
 - Fee Split: 65% to Bibiyan Law Group, P.C. and 35% to Miracle Mile Law Group, LLP. Plaintiff has provided written approval of the fee split. (Supp. Bibiyan Decl. ISO Preliminary Approval, §4.)
 - Up to \$25,000 for litigation costs (§12)
 - Up to \$7,500 for a service awards (§13);
 - Up to \$17,000 for class administration (§8); and
 - \$7,500 (75% of \$10,000 PAGA penalty) to the LWDA (§15).
- All Employer Taxes shall be paid by Defendants separate, apart and above from the Gross Settlement Amount. (§14.C.)
- There is no claims process. (§I.T.)
- Funding and Distribution of Settlement: Defendants shall pay the Gross Settlement Amount (as the same may be escalated pursuant to this Agreement) to the Settlement Administrator within fourteen (14) calendar days of the Final Approval Date.

(¶11.B.) No more than fourteen (14) calendar days after payment of the full Gross Settlement Amount by Defendants, as well as Employer Taxes, the Settlement Administrator shall distribute all payments due under the Settlement, including the Individual Settlement Payments to Participating Class Members and Individual PAGA Shares to PAGA Employees, as well as the Court-approved payments for the Service Award to Plaintiff, attorneys' fees and litigation costs and expenses to Class Counsel, Settlement Administration Costs to the Settlement Administrator, and the LWDA Payment to the LWDA. (¶11.C.)

- Payments: Individual Settlement Payments will be calculated and distributed to Participating Class Members from the Net Settlement Amount on a pro rata basis, based on the Participating Class Members' respective number of Workweeks during the Class Period. Individual PAGA Shares to PAGA Employees will be calculated and distributed to PAGA Employees from the 25% portion of the PAGA Payment allocated to PAGA Employees (i.e., \$2,500) on a pro rata basis based on the PAGA Employees' respective number of Workweeks during the PAGA Period. Specific calculations of the Individual Settlement Shares and Individual PAGA Shares to PAGA Employees will be made as follows:

- o The Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period ("Total Class Workweeks"). Additionally, the Settlement Administrator will determine the aggregate number of Workweeks worked by all PAGA Employees during the PAGA Period ("Total PAGA Workweeks").

- o To determine each Participating Class Member's Individual Settlement Share, the Settlement Administrator will use the following formula: Individual Settlement Share = (Participating Class Member's Workweeks during the Class Period + Total Class Workweeks) x Net Settlement Amount.

- o To determine each PAGA Employee's Individual PAGA Share, the Settlement Administrator will use the following formula: PAGA Employee's Individual PAGA Share = (PAGA Employee's Workweeks during the PAGA Period + Total PAGA Workweeks) x \$2,500.00 (the portion of the PAGA Payment allocated to PAGA Employees). (¶10.)

- o Tax Allocation: 20% wages and 80% as interest and penalties. The PAGA Payments shall be 100% penalties. (¶14.)

- "Response Deadline" means the deadline for Settlement Class Members to mail 3 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator, which is 45 calendar days from the date that the Class Notice is first mailed in English and Spanish by the Settlement Administrator, or, in the case of a re-mailed Class Notice, 60 calendar days

from the date that the Class Notice is first mailed in English and Spanish by the Settlement Administrator. (§1.Y.)

o If 5% or more of the Settlement Class Members submit a timely and valid Request for Exclusion, Defendants may, at their election, rescind the Settlement and all actions taken in its furtherance of it will be thereby null and void. (§19.)

• Uncashed Checks: Settlement Checks to Participating Class Members and/or PAGA Employees shall remain valid and negotiable for 180 calendar days from the date on which the Settlement Checks are originally mailed. Within 7 calendar days after expiration of the 180-day check-cashing period, Settlement Checks that are not cashed, deposited, or negotiated shall be canceled, and funds associated with such Settlement Checks shall be transmitted as follows: to Los Angeles Ronald McDonald House, 4560 Fountain Avenue, Los Angeles, California 90029. The Settlement Administrator shall prepare a report regarding the distribution plan pursuant to Code of Civil Procedure section 384 and the report shall be presented to the Court by Class Counsel along with a proposed amended judgment that is consistent with the provisions of Code of Civil Procedure section 384. (§11.A.)

o The parties and their counsel represent that they have no interest in the cy pres recipient. (Supp. Bibiyan Decl. ISO Preliminary Approval, §10; Declaration of Ronald J. Arzooian ISO Preliminary Approval, §20; Declaration of Nichole Sheth ISO Preliminary Approval, §§2-3, Exhibits A-B thereto.)

• The claims administrator will be ILYM Group, Inc. (§8.)

• The LWDA was provided notice of the Settlement on December 16, 2021. (Bibiyan Decl. ISO Preliminary Approval, §14, Exh. 2.)

• Scope of the release: Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount (as the same may be escalated pursuant to this Agreement) and Employer Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members forever release, settle, compromise, relinquish, and discharge the Released Parties of all claims, rights, demands, liabilities, causes of action, whether statutory, in tort, contract, or otherwise, asserted in the First Amended Complaint filed in the Action, or any and all claims for violation of any state or federal statute, rule, law or regulation that could have been asserted against the Released Parties based on the factual allegations in the First Amended Complaint, including and not limited to: (a) all claims for unpaid wages (including, but not limited to, unpaid minimum, overtime, and double-time wages, and failure to pay wages based on the proper calculation of the regular rate of pay); (b) all

claims for failure to provide compliant meal and rest periods and associated premium pay; (c) all claims for the failure to timely pay wages upon termination and during employment; (d) all claims for non-compliant wage statements; (e) all claims for waiting time penalties; (f) all claims for failure to reimburse business expenses; (g) all claims asserted through California Business & Professions Code section 17200, et seq. arising out of the California Labor Code violations referenced in the First Amended Complaint; and (h) claims for violation of California Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.7, 227.3, 246, et seq., 404, 432, 510, 512, 1102.5, 1174, 1194, 1194.2, 1197, 1198.5, 1199, 2802, and 2810.5 and portions of the applicable Wage Order; and (i) all other claims for compensation, penalties, interest, attorneys' fees and costs, and/or other payments, however characterized, associated with the foregoing ("Class Released Claims"). (§7.A.)

o Any Settlement Class Members who do not affirmatively opt out of the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the Settlement Agreement's terms, including those pertaining to the Class Released Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement. (Ibid.)

o Effective upon the entry of an Order granting Final Approval of the Settlement and payment by Defendants to the Settlement Administrator of the Gross Settlement Amount and Employer Taxes, all PAGA Employees will forever release, settle, compromise, relinquish, and discharge for the duration of the PAGA Period, all claims for civil penalties under PAGA that arise out of or relate to the factual allegations and California Labor Code sections alleged to have been violated in both the PAGA Notice and the First Amended Complaint, which includes, without limitation, failure to pay wages (including minimum wages, overtime and double time wages, and failure to pay wages based on the proper calculation of the regular rate of pay), failure to provide compliant meal and rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment and during employment, failure to provide compliant wage statements, failure to reimburse business expenses, and violation of California Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, et seq., 404, 432, 510, 512, 558 (to the extent tethered to the allegations in the PAGA Notice and First Amended Complaint in the Action), 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1199, 2802, and 2810.5 ("PAGA Released Claims"). In light of the binding nature of a judgment under PAGA on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)* (2009)

17 46 Cal. 4th 969, PAGA Employees who submit a timely and valid Request for Exclusion to exclude themselves from the Class Settlement will still receive an Individual PAGA Share and release the PAGA Released Claims. (Ibid.)

o "Released Parties" shall mean Defendants and each of their past, present, and future respective affiliates, parents, subsidiaries, predecessors, successors, divisions, brands, joint ventures and assigns, and each of these entities' past or present directors, officers, employees, partners, members, owners, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, and personal or legal representatives. (¶1.X.)

o The Class Representative will also provide a general release and CC 1542 waiver. (¶7.B.)

II. DISCUSSION

A. Does a Presumption of Fairness Exist?

1. Was the settlement reached through arm's-length bargaining? Yes. The Parties attended mediation before mediator Paul Grossman, Esq. on July 27, 2021. With the aid of the mediator's evaluation and proposal thereafter, the Parties reached the Settlement Agreement. (Bibiyon Decl. ISO Preliminary Approval, ¶7.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Counsel represents that in the leadup to mediation, Plaintiff was provided with, among other things, an employee list containing the dates of employment, employment status, and hourly rates of pay of all non-exempt employees, which provided sufficient information to determine: (1) the number of workweeks and Settlement Class members; (2) the number of Settlement Class Members separated from employment for the purpose of calculating waiting time penalties; (3) the number of Settlement Class Members working from, and pay periods worked, from February 2020 through mediation for the purpose of calculating wage statement violations; (4) and the number of Class Members and pay periods worked from January 26, 2020 through mediation for the purpose of calculating PAGA penalties. In addition, Class Counsel was provided with a sampling of time records and pay records for approximately 10% of the estimated 1,080 Class Members, a store list and pertinent policies and practices relating to Plaintiff's claims. (Id. at ¶6).

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation. (Id. at ¶¶70-78; Declaration of Steven I. Azizi ("Azizi Decl.") ISO Preliminary Approval, ¶¶14-21.)

4. What percentage of the class has objected? None. (Quiroz Decl., ¶11.)

The Court concludes that the settlement is presumptively fair.

B. Is the Settlement Fair, Adequate, and Reasonable?

1. Strength of Plaintiff's case. "The most important factor is the strength of the case for plaintiff on the merits, balanced against the amount offered in settlement." (Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 130.)

Counsel has provided the following exposure analysis:

CLAIM	MAXIMUM EXPOSURE
Regular Rate Violations	\$10,488
Minimum Wages	\$167,692.87
Overtime Wages	\$27,607.97
Meal Periods	\$268,043
Rest Periods	\$288,061.57
Wage Statement Violations	\$1,186,200
Waiting Time Penalties	\$2,550,979.20
Reimbursement of Expenses	\$0
PAGA	\$19,489,600
TOTAL	\$23,988,672.60

(Bibiyan Decl. ISO Preliminary Approval, ¶19-50.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See Weinstat v. Dentsply Intern., Inc. (2010) 180 Cal.App.4th 1213, 1226 ("Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court

subsequently discovers that the propriety of a class action is not appropriate.")).)

4. Amount offered in settlement. Plaintiff's counsel obtained a \$590,000 non-reversionary settlement which is approximately 2.5% of the maximum estimated exposure in this matter, which is within the "ballpark of reasonableness.

The Participating Class Members will receive an estimated average gross payment of \$275.22 and an estimated highest gross payment of \$2,034.45. (Quiroz Decl., ¶13.) Further, the PAGA Members will receive an estimated average gross payment of \$3.07 and an estimated highest gross payment of \$19.03. (Ibid).

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement.

Number of class members: 1,191 (Quiroz Decl., ¶5.)
Number of notice packets mailed: 1,191 (Id. at ¶7.)
Number of undeliverable notices: 51 (Id. at ¶8.)
Number of opt-outs: 1 (Id. at ¶10.)
Number of objections: 0 (Id. at ¶11.)
Number of Participating Class Members: 1,190 (Id. at ¶12.)
Average individual payment: \$275.22 (Id. at ¶13.)
Highest estimated payment: \$2,034.45 (Ibid.)
Number of PAGA Members: 814 (Ibid.)
Average PAGA payment: \$3.07 (Ibid.)
Highest estimated payment: \$19.03 (Ibid.)

The Court concludes that the settlement is fair, adequate, and reasonable.

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C. Attorney Fees and Costs

Class Counsel, Bibiyan Law Group, P.C. and Miracle Mile Law Group, requests an award of \$206,500 in fees and \$21,490.85 in costs. (Motion ISO Final, 22:26-23:1.) The Settlement Agreement provides for fees up to \$206,500 (35%) and costs up to \$25,000 (Settlement Agreement, ¶12). The class was provided notice of the requested awards, and no Class Member objected. (Quiroz Decl. ¶11 and Exhibit A thereto.)

The following fee split has been agreed to herein: 65% to Bibiyan Law Group, P.C. and 35% to Miracle Mile Law Group, LLP. Plaintiff has provided written approval of the fee split. (Supp. Bibiyan Decl. ISO Preliminary Approval, ¶4.)

"Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method." (Wershba at 254.) Here, class counsel requests attorney fees using the percentage method, with a lodestar cross-check. (Motion ISO Final, pgs. 7-15.) In common fund cases, the Court may employ a percentage of the benefit method, as cross-checked against the lodestar. (Laffitte v. Robert Half Int'l, Inc. (2016) 1 Cal.5th 480, 503.) The fee request represents 35% of the gross settlement amount, which is above the average generally awarded in class actions. (In re Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 558, fn. 13 ["Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery."].)

Class counsel represents that Bibiyan Law Group have spent at least 523.4 hours at hourly rates ranging from \$75 to \$800 and Miracle Mile Law Group, LLP have spent 111.3 hours at a rate of \$550 for a total lodestar is \$347,185. (Bibiyan Decl. ISO Final, ¶¶13,18; Patel Decl. ISO Final, ¶46; Azizi Decl. ISO Final, ¶¶12-13.) This would require a negative multiplier to yield the requested fees. (Ibid.¹)

As the fees requested are above the customary one-third of the gross settlement amount, the court declines to award the full 35%, lodestar notwithstanding.

¹Mr. Bibiyan's declaration incorrectly states that a multiplier of 1.11 is required. (Bibiyan Decl., ¶18.)

As for costs, Class Counsel incurred and is requesting \$21,490.85. (Bibiyan Decl. ISO Final, ¶19²; Patel Decl. ISO Final, ¶45; Azizi Decl. ISO Final, ¶14.) This is less than the \$25,000 cap in the Settlement Agreement (¶12), for which Class Members were given notice. The costs listed include filing/service costs (\$2,810.60), Case anywhere costs (\$728), mediation (\$15,000), and experts (\$2,462.50). (Ibid.) The costs appear to be reasonable in amount and reasonably necessary to this litigation.

Based on the above, the court awards \$196,667 (1/3) for attorneys' fees and \$21,490.85 for attorneys' costs.

D. Claims Administration Costs

The claims administrator, ILYM Group, Inc., is asking for \$17,000 for costs of administering the settlement. (Quiroz Decl. ¶14.)) This is equal to the estimated cost of \$17,000 provided for in the Settlement Agreement (¶8) and disclosed to Class Members in the Notice. (Quiroz Decl. ¶11 and Exhibit A thereto.)

The court awards administration costs in the requested amount.

E. Incentive Award to Class Representative

The Settlement Agreement provides for an incentive award of \$7,500 to the named Plaintiff Roland J. Arzooian (Settlement Agreement ¶13.)

In connection with the final fairness hearing, named Plaintiffs must submit declarations attesting to why they should be entitled to an enhancement award in the proposed amount. The named Plaintiffs must explain why they "should be compensated for the expense or risk he has incurred in conferring a benefit on other members of the class." (Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than pro forma claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.' Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude

²Mr. Bibiyan' s declaration incorrectly states a total of \$17,501.25 in costs, yet the itemized costs add up to the correctly requested sum. (Bibiyan Decl., ¶19.)

that an enhancement was 'necessary to induce [the named plaintiff] to participate in the suit' (Id. at 806-807, italics and ellipsis in original.)

Plaintiff represents that he has spent at least 24 hours actively participating in this litigation by, amongst other things, communicating with counsel, providing documents, reviewing documents, being available for mediation, and reviewing the Settlement Agreement. (Declaration of Roland J. Arzooian, ¶¶9-15.) The Court notes that such efforts are commendable, but not exceptional.

Based on the above, the court grants the enhancement award in the reduced amount of \$5,000 to Plaintiff Roland J. Arzooian.

IV. CONCLUSION

Based upon the foregoing, the Court orders that:

1) The Parties' Motion for Final Approval of class action settlement is GRANTED as the settlement is fair, adequate, and reasonable.

2) The Court notes that Mr. Bibiyan should carefully proofread the declarations he submits to this court going forward.

3) The essential terms are:

A. The Gross Settlement Amount ("GSA") is \$590,000.

B. The Net Settlement Amount ("Net") is the GSA minus the following:

\$196,667 (1/3 of GSA) in fees to Class Counsel for attorney fees (Fee Split: 65% to Bibiyan Law Group, P.C. and 35% to Miracle Mile Law Group, LLP.);

\$21,490.85 in costs to Class Counsel;

\$5,000 for a service award to the class representative, Roland J. Arzooian;

\$17,000 for settlement administration costs to ILYM Group, Inc.;

\$7,500 (75% of \$10,000 PAGA penalty) to the LWDA.

C. All Employer Taxes shall be paid by Defendants separate, apart and above from the GSA.

D. Plaintiffs release of Defendants from claims described herein.

4) By March 7, 2023, Class Counsel must:

a. lodge a [Proposed] Judgment consistent with this ruling containing among other things, the class definition, full release language, and names of the any class members who opted out;

b. email the [Proposed] Judgment in Word format to Dept. 9 staff at sscdept9@lacourt.org; and

c. give notice to the class members pursuant to California Rules of Court, rule 3.771(b) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1)(3).

5) Court sets Non-Appearance Case Review for March 14, 2023, 8:30 a.m., Dept. 9.

6) By February 7, 2024, Class Counsel must:

a. file a Final Report re: Distribution of the settlement funds;

b. lodge a [Proposed] Amended Judgment pursuant to Cal. Code of Civ. Pro. § 384 that also includes the amount of unpaid residue or unclaimed or abandoned class member funds and interest thereon to be distributed to the cy pres;

c. email the [Proposed] Amended Judgment in Word format to Dept. 9 staff at sscdept9@lacourt.org.

7) Counsel must give notice to the Judicial Council of California, Ms. Donna Newman, Budget Services in Sacramento: donna.newman@jud.ca.gov upon entry of the Amended Judgment pursuant to Cal. Code of Civ. Pro. §384.5.

8) Court sets Non-Appearance Case Review for February 14, 2024, 8:30 AM, Department 9.

CLERK TO GIVE NOTICE TO MOVING PARTY. THE MOVING PARTY TO GIVE NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

DATED: February 7, 2023



YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT