

FILED

Superior Court of California
County of Los Angeles

03/10/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ROLAND J. ARZOOIAN, on behalf) Case No.: 21STCV05576
of himself and all others)
similarly situated,)
)
Plaintiff,)
) JUDGMENT
vs.)
)
A&M ADMINISTRATION, LLC, a New)
Jersey limited liability)
company; CHARLOTTE RUSSE)
HOLDING, INC., a Delaware)
corporation; YM INC., an)
unknown corporation; YM INC.)
(SALES), an unknown)
corporation, CHARLOTTE RUSSE)
DELAWARE INC., a Delaware)
corporation; MICHAEL GOLD, an)
individual; and DOES 1 through)
100, inclusive.,)
)
Defendants.)
)
)

The Court finds as follows:

1 A. The Court granted preliminary approval of the First
2 Amended Settlement Agreement ("Settlement Agreement") and
3 certified a provisional settlement class on July 19, 2022 and
4 August 9, 2022.

5 B. The Court granted final approval of the Settlement
6 Agreement on February 7, 2023, certified the settlement class
7 with one opt-out, Haley Matulich, and found that the Settlement
8 Agreement was fair, adequate and reasonable.

9 C. The Court defined the following:
10

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

15 Class Period: May 19, 2019 through and including September
16 27, 2021. (¶1.D.)

17 "PAGA Employees": all current and former employees who
18 worked for Defendants in California at any time from January 26,
19 2020 through and including September 27, 2021 in non-exempt
20 hourly paid positions. (¶1.B.)

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

23 IT IS ORDERED, ADJUDGED AND DECREED:
24

25 1. Plaintiff Roland J. Arzooian, on behalf of himself and
all others similarly situated, shall take from Defendants A&M

1 Administration, LLC, YM Inc., YM Inc. (Sales), CR Bricks (2019)
2 LLC, CR California (2019) LLC, Cosa Nova Holdings, Inc. USA, and
3 Michael Gold (collectively, "Defendants") as set forth in the
4 Parties' Settlement Agreement and the Court's Approval Order
5 entered February 7, 2023.

6 2. Defendants must pay Plaintiffs the Gross Settlement
7 Amount (GSA) of \$590,000. The Net Settlement Amount ("Net") is
8 the GSA minus the following:

9 a. \$196,667 (1/3 of GSA) in fees to Class Counsel
10 for attorney fees (Fee Split: 65% to Bibiyan Law Group, P.C. and
11 35% to Miracle Mile Law Group, LLP.);

12 b. \$21,490.85 in costs to Class Counsel;

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

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

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

18 All Employer Taxes must be paid by Defendants separate,
19 apart and above from the GSA.
20

21 3. Effective only upon the entry of an Order granting
22 Final Approval of the Settlement, entry of Judgment, and payment
23 by Defendants to the Settlement Administrator of the full Gross
24 Settlement Amount (as the same may be escalated pursuant to this
25 Agreement) and Employer Taxes necessary to effectuate the

1 Settlement, Plaintiff and all Participating Class Members
2 forever release, settle, compromise, relinquish, and discharge
3 the Released Parties of all claims, rights, demands,
4 liabilities, causes of action, whether statutory, in tort,
5 contract, or otherwise, asserted in the First Amended Complaint
6 filed in the Action, or any and all claims for violation of any
7 state or federal statute, rule, law or regulation that could
8 have been asserted against the Released Parties based on the
9 factual allegations in the First Amended Complaint, including
10 and not limited to: (a) all claims for unpaid wages (including,
11 but not limited to, unpaid minimum, overtime, and double-time
12 wages, and failure to pay wages based on the proper calculation
13 of the regular rate of pay); (b) all claims for failure to
14 provide compliant meal and rest periods and associated premium
15 pay; (c) all claims for the failure to timely pay wages upon
16 termination and during employment; (d) all claims for non-
17 compliant wage statements; (e) all claims for waiting time
18 penalties; (f) all claims for failure to reimburse business
19 expenses; (g) all claims asserted through California Business &
20 Professions Code section 17200, et seq. arising out of the
21 California Labor Code violations referenced in the First Amended
22 Complaint; and (h) claims for violation of California Labor Code
23 sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.7,
24 227.3, 246, et seq., 404, 432, 510, 512, 1102.5, 1174, 1194,
25

1 1194.2, 1197, 1198.5, 1199, 2802, and 2810.5 and portions of the
2 applicable Wage Order; and (i) all other claims for
3 compensation, penalties, interest, attorneys' fees and costs,
4 and/or other payments, however characterized, associated with
5 the foregoing ("Class Released Claims"). (§7.A.)

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

12 Effective upon the entry of an Order granting Final
13 Approval of the Settlement and payment by Defendants to the
14 Settlement Administrator of the Gross Settlement Amount and
15 Employer Taxes, all PAGA Employees will forever release, settle,
16 compromise, relinquish, and discharge for the duration of the
17 PAGA Period, all claims for civil penalties under PAGA that
18 arise out of or relate to the factual allegations and California
19 Labor Code sections alleged to have been violated in both the
20 PAGA Notice and the First Amended Complaint, which includes,
21 without limitation, failure to pay wages (including minimum
22 wages, overtime and double time wages, and failure to pay wages
23 based on the proper calculation of the regular rate of pay),
24 failure to provide compliant meal and rest periods and
25

1 associated premium pay, failure to provide compliant wage
2 statements, failure to timely pay wages upon termination of
3 employment and during employment, failure to provide compliant
4 wage statements, failure to reimburse business expenses, and
5 violation of California Labor Code sections 96, 98.6, 200, 201,
6 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246,
7 et seq., 404, 432, 510, 512, 558 (to the extent tethered to the
8 allegations in the PAGA Notice and First Amended Complaint in
9 the Action), 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
10 1197.5, 1198.5, 1199, 2802, and 2810.5 ("PAGA Released Claims").
11 In light of the binding nature of a judgment under PAGA on non-
12 party employees pursuant to Arias v. Superior Ct. (Dairy) (2009)
13 46 Cal. 4th 969, PAGA Employees who submit a timely and valid
14 Request for Exclusion to exclude themselves from the Class
15 Settlement will still receive an Individual PAGA Share and
16 release the PAGA Released Claims. (Ibid.)

17
18 "Released Parties" shall mean Defendants and each of their
19 past, present, and future respective affiliates, parents,
20 subsidiaries, predecessors, successors, divisions, brands, joint
21 ventures and assigns, and each of these entities' past or
22 present directors, officers, employees, partners, members,
23 owners, principals, agents, insurers, co-insurers, re-insurers,
24 shareholders, attorneys, and personal or legal representatives.
25 (¶1.X.)

1 The Class Representative provides a general release and CC
2 1542 waiver. (§7.B.)

3 4. All uncashed settlement funds, plus interest, must be
4 paid to the Los Angeles Ronald McDonald House, 4560 Fountain
5 Avenue, Los Angeles, California 90029, a *cy pres*.

6 5. Pursuant to California Rules of Court, Rule 3.769(h),
7 the Court retains jurisdiction over the parties with respect to
8 enforcement of this Judgment under California Code of Civil
9 Procedure Section 664.6.
10

11 CLERK TO GIVE NOTICE.

12 DATED: March 10, 2023



Yvette M. Palazuelos

YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT
Yvette M. Palazuelos / Judge