

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

DEC 12 2022

Sherri R. Carter, Executive Officer/Clerk of Court
By: Roxanne Arraiga, Deputy

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

MARIA KUZMINOVA, on behalf of) Case No.: 21STCV13080
herself and a class of)
similarly situated employees,)
Plaintiff,)
vs.) JUDGMENT
READY RESPONDERS, INC., a)
Delaware corporation, and DOES)
1 through 10, inclusive,)
Defendants.)

The Court finds as follows:

A. The Court granted preliminary approval of the First
Amended Settlement Agreement ("Settlement Agreement") and
certified a provisional settlement class on July 7, 2022.

1 B. The Court granted final approval of the Settlement
2 Agreement on December 6, 2022, certified the settlement class
3 with no opt-outs, and found that the Settlement Agreement was
4 fair, adequate and reasonable.

5 C. The Court defined the following:

6 "Class Member(s)" or "Settlement Class Member(s)": all
7 persons who were employed by Defendant as an hourly non-exempt
8 employee in the State of California during the Class Period, who
9 did not sign a "Separation Agreement and Waiver and Release of
10 all Claims" related to Defendant's shutdown of California
11 operations in March 2021. Defendant represents there are
12 approximately 51 Class Members. (§I.4)

13 "Class Period": April 1, 2020 to March 31, 2021, which is
14 the approximate period that Ready Responders had hourly non-
15 exempt employees actively employed in California. (§I.5)

16 "PAGA Settlement Group Member(s)": all persons who were
17 employed by Defendant as an hourly non-exempt employee in the
18 State of California at any time from April 1, 2020 to March 31,
19 2021, regardless of whether they are also a Class Member or
20 Participating Class Member. (Each PAGA Settlement Group Member
21 will be paid an Individual PAGA Payment.) (§I.26)

22 "Participating Class Members": Class Members who do not
23 file a valid and timely Request for Exclusion. (§I.28)

24 //
25

1 IT IS ORDERED, ADJUDGED AND DECREED as follows:

2 1. Plaintiff Maria Kuzminova, on behalf of herself and a
3 class of similarly situated employees, shall take from
4 Defendants READY RESPONDERS, INC., a Delaware corporation, as
5 set forth in the Parties' Settlement Agreement and the Court's
6 Approval Order entered December 6, 2022.

7 2. Defendants shall pay Plaintiffs the Gross Settlement
8 Amount of \$100,000. (Escalator Clause: Defendant represents
9 that the Class Members worked no more than 2,071 Eligible
10 Workweeks during the Class Period. If the number of Eligible
11 Workweeks increases by more than Ten Percent (10%), then the
12 Total Settlement Amount will increase proportionately with the
13 increase over the ten percent threshold.) The Net Settlement
14 Amount ("Net") is the GSA minus the following:

15 a. \$33,333.33 (33 1/3%) for attorney fees to Class
16 Counsel [Gaines & Gaines, APLC 1/3; Davtyan Law Firm 16-2/3%;
17 and James Hawkins APLC, will be paid the remaining half of all
18 fees recovered.] (§III.14; Supp Gaines Decl. ¶11);

19 b. \$4,230.99 for litigation costs to Class Counsel;

20 c. \$10,000 total [\$5,000 each] for service awards to
21 the class representatives, Maria Kuzminova and Ryan Munoz;

22 d. \$4,000 for settlement administration costs to
23 ILYM Group, Inc;

24 e. \$7,500 (75% of \$10,000 PAGA penalty) to the LWDA.
25

1 Employer share of the payroll taxes on the taxable portion
2 of the settlement payments shall be paid separately from the
3 Gross Settlement Amount by Defendant.

4 3. Release as To All Participating Class Members. As of
5 the Effective Date, and subject to Defendant's full payment of
6 all consideration due hereunder, the Participating Class
7 Members, including Plaintiffs, release the Released Parties from
8 the Released Claims. These releases will take effect whether or
9 not a Participating Class Member receives his or her Individual
10 Settlement Payment sent to his or her last known address or
11 cashes and deposits any check for the Individual Settlement
12 Payment. (§III.1)
13

14 "Released Claims" shall mean any and all claims and/or
15 causes of action under any state, local or federal law or
16 administrative order by Participating Class Members against
17 Released Parties alleged in, or arising out of facts asserted
18 in, the operative complaint, including but not limited to, any
19 such claim for: (1) Failure To Pay Regular Pay/Min. Wages in
20 Violation of Labor Code §§ 510, 558, 1194, & 1194.2; (2) Failure
21 To Pay Overtime Premium Pay in Violation of Labor Code §§ 510,
22 558, and 1194; (3) Failure To Provide Meal Periods or
23 Compensation in Lieu Thereof in Violation of Labor Code §§
24 226.7, 510, 512, 558, 1174, 1194, 1198, and IWC Wage Order 9-
25 2001 § 11; (4) Failure to Provide Rest Periods or Compensation

1 in Lieu Thereof in Violation of Labor Code §§ 226.7, 512, and
2 IWC Wage Order 9-2001 § 12, (5) Failure To Reimburse For
3 Necessary Expenditures in Violation of Labor Code § 2802; (6)
4 Failure to Provide Accurate Itemized Wage Statements in
5 violation of Labor Code §§ 226(a), (e), and (h), and 226.3; (7)
6 Failure to Timely Pay Wages in Violation of Labor Code §§ 201-
7 204; (8) Unlawful and Deceptive Business Practices in Violation
8 of Business & Professions Code §§ 17200, et seq.; and (9) claims
9 for PAGA Penalties (Cal. Labor Code §§ 2698 et seq.). The
10 release of claims includes claims that could have been asserted
11 arising out of facts asserted in the operative Complaint,
12 including under the Fair Labor Standards Act ("FLSA") and under
13 applicable California Industrial Welfare Commission Wage Order,
14 and derivative claims under common law, and claims for statutory
15 or civil penalties, liquidated damages, punitive damages,
16 interest, attorneys' fees, litigation and other costs, expenses,
17 restitution, and equitable and declaratory relief. The period of
18 the Released Claims will be from April 1, 2020 through May 31,
19 2021. (¶I.33)

21 PAGA Release as to All Members of PAGA Settlement Group. As
22 of the Effective Date, and subject to Defendant's full payment
23 of all consideration due hereunder, all PAGA Settlement Group
24 Members release the Released Parties from the PAGA Release.
25 (¶III.2)

1 "PAGA Release" shall mean any and all claims and/or causes
2 of action for civil penalties that were brought or could have
3 been brought based on facts alleged in Plaintiffs' LWDA letters.
4 Class Members who opt out of the Settlement will still be bound
5 by the PAGA Release. The period of the PAGA Release will be from
6 April 1, 2020 through May 31, 2021. (§I.27)
7

8 "Released Parties" or "Releasees" means Defendant and any
9 of its former, present and/or future, direct and/or indirect,
10 parents, companies, subsidiaries, affiliates, divisions,
11 officers, directors, managers, owners, members, heirs,
12 employees, partners, shareholders, attorneys, agents,
13 fiduciaries insurers, investors, predecessors, successors,
14 assigns, executors, administrators, beneficiaries, legal
15 representatives, or trustees. This definition includes, but is
16 not limited to, Ready Responders California, P.C. (§I.34)
17

18 Named Plaintiffs will each provide a general release and
19 Civil Code §1542 waiver. (§§ I.8, III.3)
20

21 4. All uncashed settlement checks, plus interest, must be
22 delivered to the California State Controller's Unclaimed
23 Property Division in the name of the Class Member/Aggrieved
24 Employee who did not cash his or her check.
25

26 5. Pursuant to California Rules of Court, Rule 3.769(h),
27 the Court retains jurisdiction over the parties with respect to
28

1 enforcement of this Judgment under California Code of Civil
2 Procedure Section 664.6.

3 CLERK TO GIVE NOTICE.

4 DATED: December 12, 2022

5
6 **YVETTE M. PALAZUELOS**

7 YVETTE M. PALAZUELOS
8 JUDGE OF THE SUPERIOR COURT
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25