

02/28/2023

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

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*Additional Counsel listed on following page.*

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

MARIA MICHEL, on behalf of herself and all  
others similarly situated and aggrieved,

Plaintiff,

v.

VALLEY THRIFT STORE, INC., a  
California  
corporation; and DOES 1-20, inclusive

Defendants

JORGE SANCHEZ, JORGE QUINTANA,  
JAIR TABORDA, NERY MENDOZA,  
RAFAEL VERDUZCO, JULIO  
ROSENDO, FRANCISCO GONZALEZ,  
MARCO JACOBO, and MANUEL  
FIGUEROA, on  
behalf of themselves and all others similarly  
situated and aggrieved,

Plaintiffs,

v.

M & M MANAGEMENT COMPANY, a  
California corporation, VALLEY THRIFT  
STORE, INC., a California corporation;  
JOSEPH MARK ELLISON, an individual,  
and DOES 1-50,

Defendants.

Case No. 20STCV25886  
Consolidated with Case No.: 21STCV00925

Assigned for All Purposes to:  
Hon. David S. Cunningham  
Dept. SSC-11

**~~PROPOSED~~ ORDER GRANTING  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
REQUEST FOR ATTORNEY'S FEES AND  
COSTS AND JUDGMENT THEREON**

Date: February 28, 2023  
Time: 9:00 a.m.  
Dept.: SSC-11

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12 Attorneys for Plaintiff Maria Michel

1           The Court, having read the papers filed with regard to Plaintiffs’ motion for final approval  
2 of a class action settlement and request for attorney’s fees and costs, and having heard argument  
3 on the motion, hereby finds and ORDERS as follows:

4           1.       The Court has jurisdiction over this matter and over all parties to the action,  
5 including the members of the Settlement Class.

6           2.       The Stipulation and Settlement Agreement, attached as Exhibit 1 to the Declaration  
7 of Jamie Serb (filed on or about June 6, 2022) (the “Settlement Agreement”), as amended by the  
8 August 19, 2022 Addendum, is the product of arms-length negotiations between the parties and  
9 the terms of the Settlement Agreement are fair, reasonable, adequate, and in the best interests of  
10 the Settlement Class. The Settlement Agreement therefore is finally approved, and its terms  
11 incorporated herein. The Court orders the parties to the Settlement Agreement to perform  
12 forthwith their respective duties and obligations thereunder.

13          3.       The Class, which was provisionally certified by the Court in its October 18, 2022  
14 Order Granting Preliminary Approval, hereby is certified under California Code of Civil  
15 Procedure Section 382 for purposes of settlement only. The Class includes “All persons currently  
16 and formerly employed by Defendants Valley Thrift Store, LLC, M&M Thrift Management  
17 Company, LLC, Community Thrift Store, LLC, and Joseph Mark Ellison (collectively “Valley  
18 Thrift”) as nonexempt employees in the State of California between July 8, 2016 and February 8,  
19 2022.”

20          4.       The Court adjudges Plaintiffs and the Participating Class Members to have released  
21 and forever discharged the Released Parties (as defined in the Settlement Agreement), to the  
22 fullest extent permitted by law, from any and all claims, debts, liabilities, demands, obligations,  
23 guarantees, costs, expenses, attorneys’ fees and costs, damages, penalties, prejudgment interest,  
24 actions, or causes of action of whatever kind or nature, whether known or unknown, that he or she  
25 has ever had, or hereafter may claim to have, for damages, interest, expenses, attorneys’ fees,  
26 costs, restitution and equitable relief for the claims alleged in the SAC in the *Michel* Action or the  
27 FAC in the *Sanchez* Action, or which could have been alleged or asserted based on the facts  
28 alleged in the SAC in the *Michel* Action or the FAC in the *Sanchez* Action, including any and all

1 claims for: (1) Failure to Provide Meal Periods; (2) Failure to Authorize or Permit Rest Periods;  
2 (3) Failure to Provide Complete and Accurate Wage Statements; (4) Failure to Pay Minimum  
3 Wages for All Hours Worked; (5) Failure to Pay Overtime Wages; (6) Failure to Provide Suitable  
4 Seating; (7) Failure to Pay All Wages Timely Upon Separation of Employment; (8) Failure to  
5 Provide Paid Sick Leave; (9) Unfair Business Practices; and (10) Unreimbursed Business  
6 Expenses. The Released Claims include claims meeting the above definition under any and all  
7 applicable California or federal laws, statutes, regulations, and Wage Orders. The release will be  
8 applicable to the Released Parties and only applies to periods of time when Class Members were  
9 members of the Class (i.e., excluding periods of time in an exempt position).

10         5.       The Court further adjudges Plaintiffs, the PAGA Members, and the State of  
11 California to have released and forever discharged the Released Parties (as defined in the  
12 Settlement Agreement), to the fullest extent permitted by law, from all PAGA claims seeking civil  
13 penalties under the Private Attorneys General Act of 2004 (Cal. Labor Code § 2698, et seq.)  
14 predicated on the allegations disclosed in the Second Amended complaint in the *Michel* Action  
15 and the First Amended Complaint in the *Sanchez* Action, the *Michel* PAGA Letter, and the  
16 *Sanchez* PAGA Letter, including the PAGA claims and allegations for: (1) Failure to Provide  
17 Meal Periods; (2) Failure to Authorize or Permit Rest Periods; (3) Failure to Provide Complete  
18 and Accurate Wage Statements; (4) Failure to Pay Minimum Wages for All Hours Worked; (5)  
19 Failure to Pay Overtime Wages; (6) Failure to Provide Suitable Seating; (7) Failure to Pay All  
20 Wages Timely Upon Separation of Employment; (8) Failure to Provide Paid Sick Leave; and (9)  
21 Unreimbursed Business Expenses.

22         6.       Plaintiffs Maria Michel, Jorge Sanchez, Jorge Quintana, Jairo Taborda, Nery  
23 Mendoza, Rafael Verduzco, Julio Rosendo, Francisco Gonzalez, Marco Jacobo, and Manuel  
24 Figueroa only, in addition to the claims being released by all Participating Class Members, is  
25 adjudged to have released and forever discharged the Released Parties, to the fullest extent  
26 permitted by law, of and from any and all claims, known and unknown, asserted and not asserted,  
27 which Plaintiffs had or may have against the Released Parties as of the date of execution of the  
28 Settlement Agreement.

1           7.       The Settlement Administrator is ordered to distribute to the Participating Class  
2 Members their respective individual settlement payments from the Net Settlement Amount as  
3 provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after the  
4 check void date shall be forwarded to the California State Controller's Unclaimed Property Fund.  
5 No funds shall revert to Defendants.

6           8.       The Court further orders that the Class Members be provided with notice of this  
7 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a  
8 copy of this Order and Judgment on its website for sixty (60) days.

9           9.       The Court approves an award of attorney's fees to Class Counsel's in the amount of  
10 \$793,333.33, and an award of costs and expenses in the amount of \$18,133.83. Such amounts  
11 shall be paid as provided in the Settlement Agreement.

12          10.      The Court approves enhancement payments to plaintiffs and Class Representatives  
13 Maria Michel, Jorge Sanchez, Jorge Quintana, Jairo Taborda, Nery Mendoza, Rafael Verduzco,  
14 Julio Rosendo, Francisco Gonzalez, Marco Jacobo, and Manuel Figueroa in the amount of  
15 \$5,000.00 each, and the Settlement Administrator is ordered to make such payments consistent  
16 with the terms of the Settlement Agreement.

17          11.      The Court approves civil penalties under the Private Attorney's General Act,  
18 California Labor Code sections 2698, *et seq.* ("PAGA"), in the amount of \$60,000.00, and finds  
19 such amount is fair, reasonable and adequate, and advances the purposes underlying PAGA. The  
20 Settlement Administrator is ordered to distribute such amounts to the Labor & Workforce  
21 Development Agency and PAGA Members consistent with the terms of the Settlement Agreement  
22 and PAGA.

23          12.      The Settlement Agreement provides the Settlement Administrator, Simpluris, Inc.,  
24 shall be paid from the Gross Settlement Amount in an amount not to exceed \$20,000.00. As set  
25 forth in the Declaration of Lindsay Kline, the Settlement Administrator is owed \$20,000.00 for  
26 services rendered and to be rendered in administering the settlement. The Court therefore orders  
27 that Simpluris be paid the amount of \$20,000.00 from the Gross Settlement Amount consistent  
28 with the terms of the Settlement Agreement.

8:30 am