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Joseph Lavi, Esq. (SBN 209776)
Email: jlavi@lelawfirm.com
Vincent C. Granberry, Esq. (SBN 276483)
Email: vgranberry@lelawfirm.com
Antonia McKee (SBN 344511)
Email: abliznets@lelawfirm.com
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd. Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

Attorneys for PLAINTIFF NIOMY TAYLOR
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

NIOMY TAYLOR, on behalf of herself and
others similarly situated,

PLAINTIFF,

vs.

GR MANAGEMENT INC; and DOES 1 to 100,
inclusive,

DEFENDANTS.

Case No.: CVRI2101671

CLASS ACTION

*[Assigned for all purposes to the Hon. Harold
Hopp, Dept. 1]*

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

Hearing Information:

Date: January 10, 2024
Time: 8:30 a.m.
Dept: 1

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

FEB 06 2024

E. Escobedo

AM

FEB 07 2024

PM

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

1 Plaintiff Niomy Taylor ("Plaintiff") Motion for Final Approval of Class Action Settlement
2 and Motion for Award of Attorneys' Fees and Costs with Defendant GR Management Inc.
3 ("Defendant") came before this Court on January 10, 2024 at 8:30 a.m. in Department 1 of Riverside
4 County Superior Court Courthouse located at 4050 Main Street, Riverside, California 92501. Having
5 received and considered the Joint Stipulation of Class Action and PAGA Settlement and Amendment
6 No. 1 to Joint Stipulation of Class Action and PAGA Settlement, both attached as Exhibit 1 to the
7 Declaration of Antonia McKee in Support of Plaintiff's Motion for Final Approval of Class Action
8 Settlement and Motion for Award of Attorneys' Fees and Costs filed on December 13, 2023 (together,
9 the "Settlement" or "Settlement Agreement"), Plaintiff's Motion for Final Approval of Class Action
10 Settlement and Motion for Award of Attorneys' Fees and Costs, the supporting papers filed by the
11 Parties, the declarations of Lindsay Romo and Mary Butler on behalf of Simpluris, Inc. and the
12 evidence and argument received by the Court in conjunction with the Motion for Preliminary
13 Approval of Class Action Settlement and Documents thereto, the Court grants final approval of the
14 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
16 including all members of the settlement class.

17 2. The Court finds that the Class (defined below) is properly certified as a class for
18 settlement purposes only:

19 all non-exempt employees of Defendant who worked for Defendant in
20 California during the Class Period from March 29, 2017 through May
21 1, 2022.

22 3. The Court appoints Plaintiff Niomy Taylor as Class Representative for settlement
23 purposes only.

24 4. The Court appoints Joseph Lavi, Esq., Vincent C. Granberry, Esq., and Antonia
25 McKee, Esq. of Lavi & Ebrahimian, LLP as Class Counsel for settlement purposes only.

26 5. The notice provided to the class members conforms with the requirements of
27 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
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1 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
2 law, and constitutes the best notice practicable under the circumstances, by providing individual
3 notice to all class members who could be identified through reasonable effort, and by providing due
4 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
5 The notice fully satisfied the requirements of due process.

6 6. The Court finds the settlement was entered into in good faith, that the settlement is
7 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
8 requirements for final approval of this class action settlement under California law, including the
9 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
10 3.769.

11 7. The Settlement Agreement is not an admission by Defendant or by any other released
12 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant
13 or any other released party. Neither this Order, the Settlement, nor any document referred to herein,
14 nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission
15 of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or
16 any of the other released parties.

17 8. No Class Members have objected to the terms of the Settlement.

18 9. No Class Members have requested exclusion from the Settlement.

19 10. Within twenty-one (21) calendar days following the Effective Date, Defendant shall
20 provide the Gross Settlement Amount and an amount sufficient to pay employer's share of payroll
21 taxes with respect to the wages portion of the Individual Settlement Payments to the Settlement
22 Administrator. Within fourteen (14) calendar days after Defendant funds the Gross Settlement
23 Amount, the Settlement Administrator will pay (a) Individual Class Settlement Payments to
24 Participating Class Members; (b) Individual PAGA Settlement Payments to PAGA Employees; (c)
25 Court-approved Attorneys' Fees and Costs to Class Counsel; (d) Court-approved Enhancement
26 Payment to Plaintiff; and (e) Court-approved Settlement Administration Costs to itself. The envelope
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1 transmitting a settlement distribution to Class Members shall bear the notation "YOUR CLASS
2 ACTION SETTLEMENT CHECK IS ENCLOSED."

3 11. The Court further orders that the Settlement Administrator shall mail a reminder
4 postcard to any Class Member whose settlement distribution check has not been negotiated within
5 sixty (60) days after the initial date of mailing.

6 12. In the event that an Individual Class Settlement Payment and/or Individual PAGA
7 Settlement Payment check is returned to the Settlement Administrator as undeliverable and the
8 Settlement Administrator is unable to locate a valid mailing address, if the Participating Class
9 Member whose check was returned is a current employee of Defendant, the Settlement Administrator
10 and Defendant shall arrange to have the check delivered to the Participating Class Member at their
11 place of employment.

12 13. In addition to any recovery that Plaintiff may receive under the Settlement, and in
13 recognition of the Plaintiff's efforts on behalf of the settlement class, the Court hereby approves the
14 payment from the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount
15 of Nine Thousand Nine Hundred Dollars and Zero Cents (~~\$9,900.00~~ ^{\$5,000.00}).

16 14. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
17 to Class Counsel in the sum of One Hundred Fifty Thousand Dollars and Zero Cents (~~\$150,000.00~~ ^{\$148,245.00}),
18 and the reimbursement of litigation expenses in the sum of Nineteen Thousand Six Hundred Fifty
19 Dollars and Four Cents (\$19,650.04). Both are reasonable amounts. The reasonableness of the fee
20 award is determined based on a reasonable percentage of the common fund obtained for the class.
21 The court also has considered the lodestar amount. Awarding fees on a percentage basis encourages
22 efficient litigation practices and reflects the actual benefit obtained for the class.

23 15. The Court approves and orders payment from the Gross Settlement Amount in the
24 amount of Seven Thousand Seven Hundred Fifty-Five Dollars and Zero Cents (\$7,755.00) to
25 Simpluris for performance of settlement administration services.

26 16. Participating Class Members will have one hundred eighty (180) calendar days from
27 the date of issuance of the check to cash or otherwise deposit their check. For any check not cashed
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1 after 180 calendar days, the Settlement Administrator shall cancel the check and remit the funds to
2 the California State Controller's Office for Unclaimed Property. The Settlement Administrator shall
3 inform the Parties regarding the status of any uncashed checks at the conclusion of the 180 calendar
4 day check cashing period, including the amount at issue.

5 17. As of the Effective Date and full funding of the Gross Settlement Amount by
6 Defendant to the Settlement Administrator, each Participating Class Member hereby releases
7 Releasees from the following claims for the entire Class Period: (i) failure to pay wages for all hours
8 worked at minimum wage in violation of Labor Code sections 1194 and 1197; (ii) failure to pay
9 overtime wages for overtime hours worked in violation of Labor Code sections 510 and 1194; (iii)
10 failure to authorize or permit meal periods or pay meal period premium wages in violation of Labor
11 Code sections 512 and 226.7; (iv) failure to authorize or permit rest periods in violation of Labor
12 Code section 226.7; (v) failure to indemnify for employment-related losses/expenditures in violation
13 of Labor Code section 2802; (vi) failure to timely pay earned wages during employment in violation
14 of Labor Code section 204; (vii) failure to provide complete and accurate wage statements in violation
15 of Labor Code section 226; (viii) failure to timely pay all earned wages and final paychecks due at
16 time of separation of employment in violation of Labor Code sections 201, 202, and 203; and (ix)
17 unfair business practices in violation of Business and Professions Code sections 1700, *et seq.*; or that
18 could have been premised on the claims, causes of action or legal theories of relief described above
19 in (i)-(ix); and (x) all damages, including, but not limited to, liquidated damages, civil and statutory
20 penalties, interest and other amounts recoverable under said claims, causes of action or legal theories
21 of relief identified above in (i)-(ix). (collectively, the "Released Claims"). The "Releasees" are
22 Defendant, GR Management Inc., together with their officers, directors, employees, and agents.

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

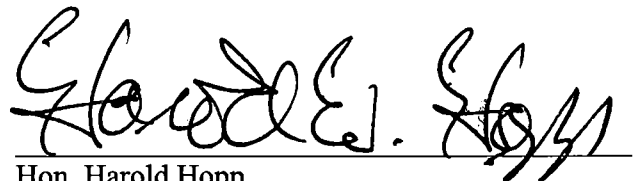
1 19. Pursuant to California Rules of Court, Rule 3.771(b), within 30 days of service of
2 notice of entry of judgment, the Settlement Administrator shall post on the Settlement Administrator's
3 website a copy of this Judgment.

4 20. The Settlement Administrator shall file a final report by October 18, 2024
5 indicating the disbursements were made pursuant to the settlement.

6 21. A final report hearing regarding distribution of the settlement funds is set for
7 October 25, 2024 at 8:30 (a.m./p.m. in Department 1 of the above-
8 captioned Court.

9 **IT IS SO ORDERED.**

10 Dated: 2/5/24



Hon. Harold Hopp
Judge of the Superior Court