

LOYR, APC

YOUNG W. RYU, ESQ. (SBN 266372)

young.ryu@loywr.com

ZACHARIAH E. MOURA, ESQ. (SBN 279508)

zach.moura@loywr.com

ROY K. SUH, ESQ. (SBN 283988)

roy.suh@loywr.com

KEE S. MAH, ESQ. (SBN 345736)

kee.mah@loywr.com

1055 West 7th Street, Suite 2290

Los Angeles, California 90017

Telephone: (213) 318-5323

Facsimile: (800) 576-1170

Attorneys for Plaintiff, GUILLERMO GRIJALVA

FILED

Superior Court of California
County of Los Angeles

12/07/2023

David W. Slayton, Executive Officer / Clerk of Court

By: P. Herrera Deputy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

GUILLERMO GRIJALVA, individually and
on behalf of all individuals similarly
situated,

Plaintiff,

vs.

GALBI BROTHERS, INC., a California
corporation; BU GWEON JU, an individual;
and DOES 1-25, inclusive,

Defendants.

CASE NO. 21STCV21696

*[Assigned for all purposes to Hon. Elihu M.
Berle, Dept. SSC6]*

**~~AMENDED [PROPOSED]~~ FINAL
APPROVAL ORDER AND JUDGMENT**

DATE: December 5, 2023

TIME: 10:00 a.m.

DEPT: SSC6

Complaint Filed: June 10, 2021

FAC Filed: June 24, 2021

Trial Date: None Set

1 This matter has come before the Honorable Elihu M. Berle in Department SSC6 of the
2 above-entitled Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles,
3 California 90012, on the Motion for Final Approval of Class Action Settlement, Class Counsel
4 Award, and Class Representative Service Award (“Motion for Final Approval”). LOYR, APC
5 appeared on behalf of Plaintiff Guillermo Grijalva (“Plaintiff”) and the Law Office of Yohan Lee
6 appeared on behalf of Defendants Galbi Brothers, Inc. and Bu Gweon Ju (collectively,
7 “Defendants”).

8 On March 30 2023, the Court entered the Order Granting Preliminary
9 Approval of Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily
10 approving the settlement of the above-entitled action (“Action”) in accordance with the Joint
11 Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement”), which,
12 together with the exhibits attached thereto, set forth the terms and conditions of the settlement of
13 the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
15 oral argument, and good cause appearing,

16 THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

17 1. This Order incorporates by reference all terms defined in the Settlement Agreement
18 and the Preliminary Approval Order and shall have the same meaning.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Settlement Class and the Settlement. The Court hereby makes final its earlier provisional
24 certification of the Settlement Class for settlement purposes, as set forth in the Preliminary
25 Approval Order. The Settlement Class is hereby defined to include:

26 All individuals who have been, or currently are, employed by
27 Defendants as ‘non-exempt employee’ during the period from June
28 10, 2017 to August 16, 2022. Excluded from the Class are employees
who work only administrative and/or managerial functions only as
exempt employees.

1 4. The Class Notice that was provided to the Putative Class Members fully and
2 accurately informed the Putative Class Members of all material elements of the Settlement and of
3 their opportunity to participate in, object to, or comment thereon, or to seek exclusion from, the
4 Class Settlement; was the best notice practicable under the circumstances; was valid, due, and
5 sufficient notice to all Putative Class Members; and complied fully with the laws of the State of
6 California, the United States Constitution, due process and other applicable law. The Class Notice
7 fairly and adequately described the Settlement and provided the Putative Class Members with
8 adequate instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Settlement Class as a
11 whole. More specifically, the Court finds that the Settlement was reached following meaningful
12 discovery and investigation conducted by Class Counsel; that the Settlement is the result of serious,
13 informed, adversarial, and arm's-length negotiations between the Parties; and that the terms of the
14 Class Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
15 considered all of the evidence presented, including evidence regarding the strength of Plaintiff's
16 claims; the risk, expense, and complexity of the claims presented; the likely duration of further
17 litigation; the amount offered in the Settlement; the extent of investigation and discovery
18 completed; and the experience and views of Class Counsel. The Court has further considered the
19 absence of objections to, and Requests for Exclusion from, the Class Settlement. Accordingly, the
20 Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement
21 and the following terms and conditions.

22 6. A full opportunity has been afforded to the Settlement Class Members to participate
23 in the Final Approval Hearing, and all Settlement Members and other persons wishing to be heard
24 have been heard. The Settlement Class Members have had a full and fair opportunity to exclude
25 themselves from the Class Settlement. Accordingly, the Court determines that all Settlement Class
26 Members who did not timely and validly opt out of the Class Settlement are bound by this Final
27 Approval Order and Judgment.

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1 7. [The Court finds that Putative Class Members _____, have timely
2 and validly opted out of the Class Settlement and will not be bound by this Final Approval Order
3 and Judgment. No other Putative Class Members opted out of the Class Settlement.]

4 8. The Court finds that payment of Settlement Administration Costs in the amount of
5 \$5,500.00 is appropriate for the service performed and costs incurred and to be incurred for the
6 notice and settlement administration process. It is hereby ordered that the Settlement Administrator,
7 Simpluris, Inc., shall issue payment to itself in the amount of \$ 5,500.00, in accordance with the
8 terms and methodology set forth in the Settlement Agreement.

9 9. The Court finds that the Class Representative Service Award is fair and reasonable
10 for the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
11 Administrator issue payment in the amount of \$ 5,000.00 to Plaintiff Guillermo Grijalva for his
12 service award, according to the terms and methodology set forth in the Settlement Agreement.

13 10. The Court finds that the allocation of \$20,000.00 toward PAGA Penalties under is
14 fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall
15 distribute the PAGA Penalties as follows: the amount of ^{\$15,000.00}~~\$7,500.00~~ to the LWDA and the amount
16 of \$5,000.00 to be distributed to the Aggrieved Employees according to the terms and methodology
17 set forth in the Settlement Agreement.

18 11. The Court finds that the Class Counsel Award in the amount of \$ 66,666.66 as
19 attorneys' fees and \$ 14,283.87 as reimbursement for Class Counsel's litigation costs and
20 expenses, is fair, reasonable, and appropriate, and is hereby approved. It is hereby ordered that the
21 Settlement Administrator issue payment ~~in the amount of \$ _____~~ to Class Counsel for its
22 Class Counsel Award, according to the terms and methodology set forth in the Settlement
23 Agreement.

24 12. The Court hereby enters Judgment by which all Settlement Class Members shall be
25 conclusively determined to have given a release of any and all Class Released Claims against the
26 Released Parties and all Aggrieved Employees shall fully, finally, and forever released, settled,
27 compromised, relinquished, and discharged the Released Parties of all PAGA Released Claims
28 during the PAGA Period, as set forth in the Settlement Agreement and Class Notice.

1 13. As used in Paragraph 12 above, the quoted terms have the meanings set forth below,
2 which are the same meanings set forth in the Settlement Agreement:

3 a. “Class Released Claims” means all claims described in Section 9.2 of the
4 Settlement Agreement, as follows:

5 Any and all claims involving any alleged failure to compensate for all hours
6 worked; alleged failure to pay penalties for missed meal and rest breaks;
7 alleged failure to pay minimum wages; failure to pay overtime wages;
8 alleged failure to reimburse business expenses; alleged failure to furnish
9 accurate, itemized wage statements; alleged failure to pay compensation
10 upon termination of employment; alleged violation of California’s unfair
11 business practices and unfair competition laws; alleged violation of the
12 California Industrial Welfare Commission’s (“IWC”) Wage Orders; alleged
13 violation of the California Labor Code sections 200, 201, 202, 203, 204, 210,
14 218.5, 225.5, 223, 226, 226.3, 226.7, 227.3, 226.8, 432, 500, 510, 512, 558,
15 558.1, 1171, 1173, 1174, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1,
16 1198.5, 2800 and/or 2802. Except as set forth in Section 8.3 of this
17 Settlement Agreement, Settlement Class Members do not release any other
18 claims, including claims for vested benefits, wrongful termination, violation
19 of the Fair Employment and Housing Act, unemployment insurance,
20 disability, social security, workers’ compensation, or claims based on facts
21 occurring outside the Class Period.

22 b. “PAGA Released Claims” means all claims described in Section 9.3 of the
23 Settlement Agreement, as follows:

24 All claims for PAGA penalties that were alleged, or reasonably could have
25 been alleged, based on the PAGA Period facts stated in the Operative
26 Complaint and the Amended PAGA Notice, any alleged failure to
27 compensate for all hours worked; alleged failure to pay penalties for missed
28 meal and rest breaks; alleged failure to pay minimum wages; failure to pay
overtime wages; alleged failure to reimburse business expenses; alleged
failure to furnish accurate, itemized wage statements; alleged failure to pay
compensation upon termination of employment; alleged violation of
California’s unfair business practices and unfair competition laws; alleged
violation of the California Industrial Welfare Commission’s (“IWC”) Wage
Orders; alleged violation of the California Labor Code sections 200, 201,
202, 203, 204, 210, 218.5, 225.5, 223, 226, 226.3, 226.7, 227.3, 226.8, 432,
500, 510, 512, 558, 558.1, 1171, 1173, 1174, 1182.12, 1194, 1194.2, 1198,
1198.5, 1197, 1197.1, 1198.5, 2800 and/or 2802.

29 c. “Released Parties” means Defendants, each of their respective past, present
30 and/or future parent companies, subsidiaries, affiliates, current and former
31 management companies, shareholders, members, partners, agents,

1 accountants, insurers, reinsurers, claims administrators, attorneys, and any
2 past, present or future officers, directors, and employees, predecessors,
3 successors, or assigns thereof.

4 14. It is hereby ordered that, within ten (10) business days after the Effective Date,
5 Defendants shall deposit the amount of \$100,000.00 as the Initial Funding into an account
6 established by the Settlement Administrator, in accordance with the terms and methodology set
7 forth in the Settlement Agreement.

8 15. It is hereby ordered that, no later than March 29, 2023, Defendants shall deposit the
9 amount of \$100,000.00 as the Final Funding, as well as the amount sufficient to pay the employer's
10 share of the Employment and Payroll Taxes, in accordance with the terms and methodology set
11 forth in the Settlement Agreement.

12 16. Individual Class Settlement Payment and Individual PAGA Payment checks will be
13 valid and negotiable for 180 calendar days from the date the checks are issued, and thereafter, shall
14 be cancelled. In the event a Settlement Class Member and/or Aggrieved Employee fails to cash,
15 deposit or otherwise negotiate his or her Individual Class Settlement Payment check and/or
16 Individual PAGA Payment check, the individual shall nevertheless remain bound by the Settlement
17 Agreement. All funds associated with such checks that are not cashed, deposited or otherwise
18 negotiated shall be transmitted to the State of California's Unclaimed Property Division pursuant
19 to the Unclaimed Property Law, California Civil Code § 1500, et seq.

20 17. After entry of this Final Approval Order and Judgment, pursuant to California Rules
21 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
22 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and resolve
23 any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any
24 dispute arising from or in connection with the distribution of settlement benefits.

25 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
26 Settlement Class Members by posting a copy of the Final Approval Order and Judgment on
27 Simpluris, Inc.'s website for a period of at least 60 calendar days after the date of entry of this Final
28 Approval Order and Judgment. Individualized notice is not required.

1 19. A hearing on Order to Show Cause re Settlement Distribution is set for July
2 30, 2024, at 8:30 a.m. The parties are ordered to file a joint report no later than July 23,
3 2024. The Settlement Administrator is also ordered to file a report re settlement distribution
4 no later than July 23, 2024.

5 20. Plaintiff is ordered to give notice of the foregoing.

6 IT IS SO ORDERED.



Elihu M. Berle

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10 DATED: 12/7/2023 _____

Elihu M. Berle / Judge

11 THE HONORABLE ELIHU M. BERLE
12 JUDGE OF THE SUPERIOR COURT
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