

1 Kane Moon (SBN 249834)
kmoon@moonlawgroup.com
2 H. Scott Leviant (SBN 200834)
hsleviant@moonlawgroup.com
3 Mariam Ghazaryan (SBN 341119)
mghazaryan@moonlawgroup.com
4 **MOON LAW GROUP, PC**
1055 W. Seventh St., Suite 1880
5 Los Angeles, California 90017
Telephone: (213) 232-3128
6 Facsimile: (213) 232-3125

7 Attorneys for Plaintiff
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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN BERNARDINO

12 PATRICE EMERSON, individually, and on
13 behalf of all others similarly situated,

14 *Plaintiff,*

15 vs.

16 LERETA, LLC, a limited liability company; and
DOES 1 through 10, inclusive.

17 *Defendants.*
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SEP 25 2023

By 
Deputy

Case No.: CIVSB2111028

[Assigned to Hon. Jessica Morgan, Dept. S-26]

CLASS ACTION

**~~AMENDED PROPOSED~~ ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: September 25, 2023
Time: 10:00 a.m.
Courtroom: Dept. S-26
Judge: Hon. Jessica Morgan

Action Filed: April 16, 2021
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 This matter came on for hearing on September 25, 2023, upon Plaintiff's Motion for Final
3 Approval of the proposed settlement of this action on the terms set forth in the JOINT STIPULATION
4 OF SETTLEMENT AND RELEASE TO SETTLE CLASS ACTION (the "Agreement") *see*
5 Declaration of H. Scott Leviant In Support of Plaintiff's Motion for Final Approval of Class and
6 Representative Action Settlement ["Leviant Decl.," at Exh. 1).

7 After reviewing the Agreement, the Notice process, having reviewed the entire record on this
8 action, having heard the argument of Counsel for respective Parties, if any, and good cause appearing,
9 the Court Orders as follows:

10 1. To the extent defined in the Agreement, the terms in this Order shall have the meanings
11 set forth therein.

12 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
13 non-collusive arms-length negotiations. The Court further finds that the parties have conducted
14 thorough investigation and research, and the attorneys for the parties are able to reasonably evaluate
15 their respective positions. The Court also finds that settlement at this time will avoid additional
16 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
17 of the action. The Court finds that the risks of further prosecution are substantial.

18 3. The parties' Settlement is granted final approval as it meets the criteria for final
19 settlement approval. In granting final approval of the class action settlement the Court has considered
20 the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba*
21 *v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th
22 706 (2006). The Court finds that the terms of the proposed class action Settlement are fair, reasonable,
23 and adequate, pursuant to California Code of Civil Procedure § 382. The settlement falls within the
24 range of possible approval as fair, adequate and reasonable, and appears to be the product of arm's-
25 length and informed negotiations and to treat all Class Members fairly. The Class meets the
26 requirements for conditional certification for settlement purposes only under Code of Civil Procedure
27 § 382.

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

8 5. The following persons are certified as Class Members solely for the purpose of entering
9 a settlement in this matter:

10 “All persons who have been employed by Defendant in California and
11 classified as a non-exempt employee during the “Class Period” applicable to the
12 operative complaint and who have not signed arbitration agreements or release
13 agreements with Defendant. The “Class Period” is April 16, 2017 through the date the
court preliminarily approves the settlement. “Participating Class Members” means
Class Members that did not timely submit a written request to opt-out from or exclude
themselves from the Class. (Settlement, ¶¶ 1.01(d), (h), (z).)

14 6. The Court also defines the following “PAGA Employee[s]” impacted by the proposed
15 settlement of PAGA claims:

16 “PAGA Employee” means all current and former aggrieved employees who
17 worked for Defendant in California as an hourly paid, non-exempt employee at any
18 time during the “PAGA Settlement Period” and who have not signed arbitration
19 agreements or release agreements with Defendant. The “PAGA Settlement Period”
starts on April 15, 2020, and shall end on the date the court preliminarily approves the
settlement. (Settlement, ¶¶ 1.01(aa), (bb).)

20 7. Plaintiff PATRICE EMERSON is appointed as the Class Representative. The Court
21 finds Plaintiff’s counsel are adequate, as they are experienced in wage and hour class action litigation
22 and have no conflicts of interest with absent Class Members, and that they adequately represented the
23 interests of absent class members in the Litigation. Kane Moon, H. Scott Leviant, and Mariam
24 Ghazaryan, of Moon Law Group, PC, are appointed Class Counsel.

25 8. The Court appoints Phoenix Settlement Administrators to act as the Settlement
26 Administrator, pursuant to the terms set forth in the Agreement.

27 9. No Class Members timely requested exclusion from the Class. All Class Members are
28 Participating Class Members and remain bound by the Final Approval Order and Judgment in the

1 Action. No Class Members who worked during the PAGA Period have the right to exclude themselves
2 from the Settlement with respect to resolution of the PAGA Claims.

3 10. Upon entry of this Final Approval Order and the Judgment, funding of the Settlement
4 and compensation to the Class Members shall be implemented pursuant to the terms of the Settlement.

5 11. In addition to any recovery that Plaintiff may receive under the Settlement as Class
6 Members, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court
7 hereby approves the payment of an enhancement award to Plaintiff PATRICE EMERSON in the
8 amount of \$5,000.00.

9 12. The Court approves the payment of attorneys' fees to Class Counsel in the total amount
10 of \$150,000.00 to Moon Law Group, PC. Litigation expenses are approved by the Court in the amount
11 of \$30,976.15.

12 13. The Court approves and orders payment in the amount of \$7,000.00 to Phoenix
13 Settlement Administrators for performance of its services as the Settlement Administrator.

14 14. Upon completion of administration of the Settlement, the Parties shall file a declaration
15 stating that all amounts payable under the Settlement have been paid and that the terms of the
16 Settlement have been completed.

17 15. The Court sets a case review hearing regarding compliance with all fund distribution
18 requirements under the Settlement for _____, 2024, in Dept. S-26 of the above-
19 entitled Court. A Final Report, including any declaration from the Settlement Administrator regarding
20 compliance, shall be filed with the Court no later than _____, 2024.

21 16. The Court approves and orders payment in the amount of \$33,000.00 to the Labor and
22 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
23 General Act of 2004 (Labor Code § 2698 *et seq.*). Further, \$11,000.00 shall be distributed to PAGA
24 Employees as required under the Settlement.

25 17. Once Defendant fully funds the Settlement by paying all amounts due under the
26 Settlement, the Class Representative, the Class and each Class Member who has not submitted a valid
27 and timely request for exclusion as to claims other than the PAGA claim, and each PAGA Employee,
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1 regardless of whether they have requested exclusion from the Settlement of Class claims, will release
2 claims as follows:

3 Upon the Effective Date, and after the settlement has been fully funded, Plaintiff and
4 Participating Class Members will be deemed to have fully released and discharged all
Released Parties of and from all the Participating Class Members Released Claims.

5 Upon the Effective Date, and after the settlement has been fully funded, Plaintiff and
6 the PAGA Employees will be deemed to have fully released and discharged all
Released Parties of and from all the PAGA Employee Release claims.

7 "Participating Class Members Released Claims" means any and all claims asserted in
8 the operative complaint, and any future amendments to the operative complaint
9 including but not limited to state wage and hour claims for any and all violations of
10 California's Labor Code and Unfair Competition Law based on Defendant's alleged
11 failure to pay wages for all hours worked (including minimum wages, straight time
12 wages, and overtime wages), failure to provide meal periods, failure to authorize and
13 permit rest periods, failure to timely pay all wages due at each pay period and at the
14 time of termination, failure to furnish accurate and itemized wage statements, failure to
15 maintain accurate records, failure to indemnify necessary business expenses, violation
of the California Business and Professions Code Section 17200, penalties under Labor
Code section 558, and all damages, interest, penalties, attorneys' fees and costs, and
other amounts recoverable under said causes of action and related PAGA administrative
notice letters under California Law, to the extent permissible, including but not limited
to under any provisions of the California Labor Code and the applicable Wage Orders.
The claims will be released for Participating Class Members who worked for Defendant
in California during the Class Period.

16 "PAGA Employee Release" means claims from any and all civil penalties arising under
17 the cause of action for violation of California's Private Attorneys General Act of 2004
18 ("PAGA"), based on the alleged Labor Code and Wage Order violations asserted in the
19 operative complaints and PAGA notice letters, and all damages, interest, penalties,
20 attorneys' fees, costs, and other amounts recoverable under said PAGA cause of action
under California law, to the extent permissible, including but not limited to under any
provisions of the California Labor Code and the applicable Wage Orders. The claims
will be released for PAGA Employees who worked for Defendant in California during
the PAGA Period.

21 "Complaint" means the First Amended Class Action Complaint, or any subsequently
22 amended complaint filed thereafter in the Action.

23 18. The Parties are ordered to give notice of this final Order and Judgment to the LWDA,
24 pursuant to Labor Code § 2699(l)(3).

25 19. The Court hereby directs the Parties to effectuate the terms of the Settlement as set forth
26 in the Settlement Agreement.

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1 20. The Court retains jurisdiction to consider all further applications arising out of or in
2 connection with the settlement.

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4 **IT IS SO ORDERED.**

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6 Dated: _____

9/25/23

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Hon. Jessica Morgan
SAN BERNARDINO SUPERIOR COURT JUDGE

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[AMENDED PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Jacqueline Beaumont
Anurita Varma
CALL & JENSEN
610 Newport Center Dr. Ste 700
Newport Beach, CA92660
jbeaumont@calljensen.com
avarma@calljensen.com

Counsel for Defendant Lereta, LLC

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY ELECTRONIC SERVICE:** Pursuant to the Court's Order directing Electronic Service, the above-named document(s) has (have) been electronically served on counsel of record by an approved electronic service provider. The transmission of these documents was reported complete and a copy of the service confirmation will be maintained, along with the original document(s) and proof of service in our office.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this **September 7, 2023** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature