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FILED
Superior Court of California
County of Los Angeles

03/10/2025

David W. Stryker, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

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

AURORA AGUM, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

ABACUS BUSINESS CAPITAL, INC.;
and DOES 1 through 20, inclusive,

Defendants.

Case No. 21STCV17554

Assigned for all purposes to
Hon. Elaine Lu
Dept. 9

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

Date: August 14, 2024
Time: 10:00 a.m.
Dept: 9

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

1 This matter came on for hearing on August 14, 2024, at 10:00 a.m., in Department 9 of
2 the above-captioned Court on the unopposed Motion for Final Approval of Class Action
3 Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary
4 Approval filed February 13, 2024 and the Joint Stipulation of Settlement ("Settlement
5 Agreement"), a copy of which was filed in conjunction with the Plaintiff's Motion for
6 Preliminary Approval of Class Action Settlement.

7 Having received and considered the Settlement Agreement, the supporting papers filed
8 by the Parties, and the evidence and argument received by the Court in conjunction with the
9 unopposed Motion for Preliminary Approval of Class Action Settlement heard February 13,
10 2024, and the instant Motion for Final Approval, the Court grants final approval of the
11 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent
13 to each Settlement Class Member by first-class mail. These papers informed the Settlement
14 Class of the terms of the Settlement, their right to receive an Individual Settlement Payment,
15 their right (a) to comment on or object to the Settlement, (b) to request exclusion from the
16 Settlement and pursue their own remedies, and (c) of their right to appear in person or by
17 counsel at the final approval hearing and to be heard regarding approval of the Settlement.
18 Adequate periods of time were provided by each of these procedures. No member of the Class
19 filed written objection to the proposed Settlement as part of this notice process or stated an
20 intention to appear at the final approval hearing.

21 2. The deadline to request exclusion from or to submit written objections to the
22 Settlement was May 6, 2024. One (1) request for exclusion and zero (0) written objections were
23 received.

24 3. **Identity of Class Members Who Requested Exclusion:** Juvy Mallari is the
25 only individual who made a request for exclusion.

26 4. The Court finds and determines that this notice procedure afforded adequate
27 protections to Settlement Class Members and provides the basis for the Court to make an
28 informed decision regarding approval of the Settlement based on the responses of the

1 Settlement Class. The Court finds and determines that the notice provided in this case was the
2 best notice practicable, which satisfied the requirements of law and due process.

3 5. With respect to the Settlement Class and for purposes of approving this
4 Settlement only, this Court finds and concludes that: (a) the members of the Settlement Class
5 are ascertainable and so numerous that joinder of all members is impracticable; (b) there are
6 questions of law or fact common to the Settlement Class, and there is a well-defined community
7 of interest among members of the Settlement Class with respect to the subject matter of the
8 Action; (c) the claims of Class Representative Aurora Agum are typical of the claims of the
9 members of the Settlement Class; (d) the Class Representative has fairly and adequately
10 protected the interests of the members of the Settlement Class; (e) a class action is superior to
11 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
12 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for
13 Plaintiff in their individual and representative capacities for the Class.

14 6. The Court has certified a Settlement Class, as that term is defined in and by the
15 terms of the Settlement Agreement as all current and former non-exempt employees who are or
16 were employed by Defendant in California at any time during the Class Period of November
17 13, 2017, through November 2, 2022, and the Court deems this definition sufficient for
18 purposes of California Rule of Court 3.765(a).

19 7. **Scope of Release:** Effective on the date when Defendant fully funds the entire
20 Gross Settlement Amount, Plaintiff, Class Members, and Class Counsel will release claims
21 against all Released Parties as follows: (*See Settlement Agreement at Section 5.*)

22 8. **Identity of Released Parties:** The “Released Parties” means Defendant, its
23 predecessors, successors, assigns, parent, subsidiaries, and affiliates and all of their respective
24 former and present directors, officers, shareholders, owners (direct or indirect), general partners,
25 limited partners, representatives, members, attorneys, and insurers. (*See Settlement Agreement*
26 *at Section 1.37.*)

27 9. **Claims Released by Class Representative:** Plaintiff and her respective former
28 and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and

1 assigns generally, release and discharge Released Parties from all claims, transactions, or
2 occurrences that occurred during the Class Period, including, but not limited to: all claims that
3 were, or reasonably could have been, alleged, based on the facts contained, in the Operative
4 Complaint (or ascertained during the Action and released under 5.2, below). ("Plaintiffs
5 Release.") Plaintiffs Release does not extend to any claims or actions to enforce this Agreement,
6 or to any claims for vested benefits, unemployment benefits, disability benefits, social security
7 benefits, workers' compensation benefits that arose at any time, or based on occurrences outside
8 the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from,
9 or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
10 nonetheless, that Plaintiffs Release shall be and remain effective in all respects, notwithstanding
11 such different or additional facts or Plaintiffs discovery of them. (See Settlement Agreement at
12 Section 5.1.)

13 10. For purposes of Plaintiffs Release, Plaintiff expressly waives and relinquishes
14 the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which
15 reads: A general release does not extend to claims that the creditor or releasing party does not
16 know or suspect to exist in his or her favor at the time of executing the release, and that if
17 known by him or her would have materially affected his or her settlement with the debtor or
18 Released Party. (See Settlement Agreement at Section 5.1.1.)

19 11. **Claims Released by Settlement Class Members:** All Participating Class
20 Members, on behalf of themselves and their respective former and present representatives,
21 agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from
22 all claims that were alleged, or reasonably could have been alleged, based on the Class Period
23 facts stated in the Operative Complaint and ascertained in the course of the Action including,
24 without limitation, all individual and class claims for violations of Labor Code sections 201-
25 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,
26 and 1198. Participating Class Members do not release any other claims, including claims for
27 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
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unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. (*See* Settlement Agreement at Section 5.2.)

12. **Claims Released by PAGA Group Members:** The State of California and PAGA Group Members release the Released Parties from all claims exhausted in Plaintiffs notice(s) sent to the LWDA and/or alleged in the operative complaint for violations of Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198, which arose during the PAGA Period, regardless of whether PAGA Group Members opt out of the Class Settlement. (*See* Settlement Agreement at Section 5.3.)

13. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

14. The Court hereby confirms Plaintiff Aurora Agum as the Class Representative in this Action.

15. The Court finds and determines that the terms set forth in the Settlement Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms, having found that the Settlement was reached as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive investigation, research, and discovery and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that the Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of the Settlement and recognizes the significant value accorded to the Class.

16. The Court further finds and determines that the terms of the Settlement are fair, reasonable and adequate to the Settlement Class and to each Settlement Class Member and that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

17. The Court hereby approves the Gross Settlement Amount of \$1,700,000.00.

1 18. The Court finds and determines that the Individual Settlement Payments to be
2 paid to participating Settlement Class Members as provided for by the Settlement are fair and
3 reasonable. The Court hereby gives final approval to and orders the payment of those amounts
4 be made to the participating Settlement Class Members in accordance with the Settlement
5 Agreement.

6 19. The Court finds and determines that payment to the California Labor and
7 Workforce Development Agency of \$75,000.00 as its share of the settlement of civil penalties
8 in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and
9 orders that the payment of that amount be paid in accordance with the Settlement Agreement.

10 20. The Court finds and determines that the fees and expenses in administrating the
11 Settlement incurred by Phoenix Settlement Administrators in the amount of \$26,000.00, are
12 fair and reasonable. The Court hereby gives final approval to and orders that the payment of that
13 amount in accordance with the Settlement.

14 21. The Court finds and determines the Class Representative Service Payment of
15 \$7,500 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to make
16 this payment to the Plaintiff/Class Representative in accordance with the terms of the
17 Settlement Agreement.

18 22. Pursuant to the terms of the Settlement, and the authorities, evidence and
19 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in
20 the sum of \$566,666.67 and litigation costs of \$16,332.03. The Court finds such amounts to be
21 fair and reasonable. The Court hereby orders the Settlement Administrator to make these
22 payments in accordance with the terms of the Settlement Agreement.

23 23. Without affecting the finality of this order or the entry of judgment in any way,
24 the Court retains jurisdiction of all matters relating to the interpretation, administration,
25 implementation, effectuation, and enforcement of this order and the Settlement.

26 24. Neither Defendant nor any related persons or entities shall have any further
27 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or
28 liability, except as provided for by the Settlement Agreement.

1 25. Neither the making of the Settlement Agreement nor the entry into the
2 Settlement Agreement constitutes an admission by Defendant, nor is this order a finding of the
3 validity of any claims in this case or of any other wrongdoing. Further, the Settlement
4 Agreement is not a concession, and shall not be used as an admission of any wrongdoing, fault,
5 or omission of any entity or persons; nor may any action taken to carry out the terms of the
6 Settlement Agreement be construed as an admission or concession by or against Defendant or
7 any related person or entity.

8 26. Nothing in this order shall preclude any action to enforce the Parties' obligations
9 under the Settlement or under this order, including the requirement that Defendants make
10 payment to the participating Settlement Class Members in accordance with the Settlement.

11 27. The Court hereby enters final judgment in accordance with the terms of the
12 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement
13 filed on February 13, 2024 and this Order.

14 28. The Parties will bear their own costs and attorneys' fees except as otherwise
15 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and
16 litigation costs.

17 29. Class Counsel must give notice to the class members pursuant to California Rules
18 of Court, rule 3.771(b) and to the LWDA, if applicable, pursuant to Labor Code §2699(1)(3) by
19 **October 14, 2024.**

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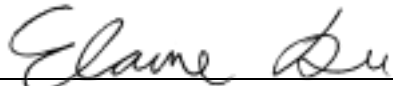
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1 30. The Court sets a **Non-Appearence Case Review Re: Distribution for February**
2 **24, 2026, at 8:30 a.m., in Department 9.** Class Counsel are ordered to file a Final Report Re:
3 Distribution of the Settlement Funds by the Administrator by **February 17, 2026.** No appearance
4 is required at the Case Review if the Final Report filed prior to the hearing reports that all the
5 distributions under the Settlement Agreement are complete. If the report is NOT filed by said date
6 subsequently an Order to Show Cause Re: Sanctions will be set.

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8 DATED: 03/10/2025, ~~2024~~



Honorable Elaine Lu
JUDGE OF THE SUPERIOR COURT