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FILED
Superior Court of California
County of Los Angeles

08/13/2024

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreené Deputy

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

SABRINA TENNANT, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

TRAVEL STORE, INC., a California
corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No.: 21STCV31397

CLASS ACTION

*[Assigned for all purposes to Judge Carolyn
B. Kuhl, Dept. 12]*

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

FINAL APPROVAL HEARING

Date: July 19, 2023

Time: 10:30 a.m.

Dept: 12

1 This matter coming before the Court on Plaintiff Sabrina Tennant’s (“Plaintiff”) Motion
2 for Final Approval of Class Action Settlement (the “Final Approval Motion”), and after review
3 and consideration of the parties’ fully-executed Stipulation of Settlement (collectively, the
4 “Settlement” or “Settlement Agreement”) and the papers in support of the Final Approval
5 Motion, due and adequate notice having been given to the Class, and the Court having reviewed
6 and considered the Settlement, all papers filed, the record, proceedings in the above-entitled
7 action (“Litigation” or “Action”), and all oral and written comments received regarding the
8 Settlement, and good cause appearing therefor,

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

10 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
11 Settlement filed in this case.

12 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
13 Settlement Class Members, and Defendant Travel Store, Inc. (“Defendant”).

14 3. The Court finds that the Settlement appears to have been made and entered into in
15 good faith and hereby approves the settlement subject to the limitations on the requested fees and
16 enhancements as set forth below.

17 4. Plaintiff and all Participating Class Members shall have, by operation of this Final
18 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
19 and the Released Parties from all released claims as set forth in the Settlement.

20 5. Plaintiff, the State of California, and all Participating PAGA Members shall have,
21 by operation of this Final Order and Judgment, fully, finally, and forever released, relinquished,
22 and discharged Defendant and the Released Parties from all released PAGA claims as set forth in
23 the Settlement.

24 6. The Parties shall bear their own respective attorneys’ fees and costs, except as
25 otherwise provided for in the Settlement and approved by the Court.

26 7. Solely for purposes of effectuating the settlement, the Court finally certified the
27 following Class: “all persons employed by TravelStore in California and classified as an hourly-
28 paid, non-exempt employee during the Class Period.”

1 8. The Class Period “means the period that starts on February 28, 2017 and shall end
2 on October 30, 2022.”

3 9. No Settlement Class Members have objected to the terms of the Settlement.

4 10. The Notice provided to the Class conforms with the requirements of California
5 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
6 by providing individual notice to all Class Members who could be identified through reasonable
7 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
8 therein to the Class Members. The Notice fully satisfies the requirements of due process.

9 11. The Court finds the Settlement Amount, the Net Settlement Amount and the
10 methodology used to calculate and pay the Net Settlement Payments to each Participating Class
11 Member are fair and reasonable and authorizes the Settlement Administrator to pay the Net
12 Settlement Payments to the Participating Class Members in accordance with the terms of the
13 Stipulation.

14 12. The Court approves the Settlement and finds that it is fair, reasonable, and adequate,
15 and worthy of final approval.

16 13. The Court also finds the PAGA Settlement is fair and reasonable, and that Plaintiff
17 provided notice of the proposed Settlement to the Labor and Workforce Development Agency
18 (LWDA) and will fully and adequately comply with the notice requirements of California Labor
19 Code section 2699(1). The Court hereby approves the PAGA Settlement.

20 14. Defendant shall pay the total of \$450,000.00 to resolve this litigation. Defendant
21 shall deposit this amount and employer taxes into an account established by the Settlement
22 Administrator. Thereafter, compensation to the Participating Class Members shall be disbursed
23 pursuant to the terms of the Settlement.

24 (a) From the Settlement Amount, \$18,750.00 shall be paid to the California
25 Labor and Workforce Development Agency, representing 75% of the
26 penalties awarded under the terms of the Settlement Agreement pursuant to
27 the Labor Code Private Attorneys General Act of 2004, California Labor
28 Code section 2698, *et seq.* The remaining \$6,250.00, representing 25% of

the total amount allocated for PAGA penalties, shall be paid to the PAGA Employees.

(b) From the Settlement Amount, \$7,500.00 shall be paid to the named Plaintiff, Sabrina Tennant for her service as class representative and for his agreement to release claims.

(c) From the Settlement Amount, \$6,750 shall be paid to the Settlement Administrator, CPT Group, Inc..

15. The Court hereby confirms Justin F. Marquez and Arsiné Grigoryan of Wilshire Law Firm, PLC as Class Counsel.

16. From the Settlement Amount, Class Counsel is awarded \$150,000.00 for their reasonable attorneys' fees and \$15,946.32 for their reasonable costs incurred in the Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided to the Class.

17. Any expired, un-cashed checks totaling to \$2,964.25 will be donated and distributed to Legal Aid at Work, as the *cy pres recipient* in accordance with Code of Civil Procedure § 384.

18. Notice of entry of this Final Approval Order and Judgment shall be given to Class Members by posting a copy of the Final Approval Order and Judgment on CPT Group, Inc.'s website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment.

19. Without affecting the finality of this Final Judgment in any way, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this action, and their counsel of record.

20. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

IT IS SO ORDERED.

DATE: 08/13/2024



Hon. Carolyn B. Kuhl
Los Angeles County Superior Court

Tennant v. Travel Store, Inc., et al.
21STCV31397

I, Sandy S. Sespene, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is ssespene@wilshirelawfirm.com.

On **August 6, 2024**, I served the foregoing **[PROPOSED] AMENDED ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND JUDGMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Beth A. Schroeder (SBN 119504)
bschroeder@raineslaw.com
 Leticia M. Kimble (SBN 262012)
lkimble@raineslaw.com
RAINES FELDMAN LLP
 1800 Avenue of the Stars, 12th Floor
 Los Angeles, California 90067
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 Facsimile: (310) 691-1943

Attorneys for Defendant, Travel Store, Inc.

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on August 6, 2024, at Los Angeles, California.


Sandy S. Sespene