

08/19/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

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and on behalf of all others similarly situated.

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

JENEE FOSTER, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

NISAMEX LLC; and DOES 1 through  
20, inclusive,

Defendants.

Case No. 21STCV31830

*Assigned for all purposes to  
Hon. Kenneth R. Freeman  
Dept. 14*

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

1 This matter came on for hearing on June 13, 2024, at 10:00 a.m., in Department 14 of the  
2 above-captioned Court on the unopposed Motion for Final Approval of Class Action Settlement  
3 pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary Approval  
4 and the Class Action and PAGA Settlement Agreement and Class Notice ("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 by  
8 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 and the instant Motion  
10 for Final Approval, the Court grants final approval of the Settlement and HEREBY ORDERS  
11 AND MAKES THE FOLLOWING DETERMINATIONS:

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

21 2. The Court finds and determines that this notice procedure afforded adequate  
22 protections to Class Members and provides the basis for the Court to make an informed decision  
23 regarding approval of the Settlement based on the responses of the Class. The Court finds and  
24 determines that the notice provided in this case was the best notice practicable, which satisfied  
25 the requirements of law and due process.

26 3. With respect to the Class and for purposes of approving this Settlement only, this  
27 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous  
28 that joinder of all members is impracticable; (b) there are questions of law or fact common to the

1 Class, and there is a well-defined community of interest among members of the Class with respect  
2 to the subject matter of the Action; (c) the claims of Class Representative Jenee Foster are typical  
3 of the claims of the members of the Class; (d) the Class Representative has fairly and adequately  
4 protected the interests of the members of the Class; (e) a class action is superior to other available  
5 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the  
6 Class Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their  
7 individual and representative capacities for the Class.

8 4. The Court has certified a Class, as that term is defined in and by the terms of the  
9 Settlement Agreement as all non-exempt employees employed by Nisamex LLC, Lileluga Inc.,  
10 AB Lilelu, LLC, and Lilelu, LLC at any time between August 27, 2017 and August 19, 2022 and  
11 the Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

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

13 6. The Court hereby confirms Plaintiff Jenee Foster as the Class Representative in  
14 this Action.

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

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

1           9.       The Court hereby approves the Gross Settlement Amount of \$1,310,741.37.

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

6           11.      The Court finds and determines that payment to the California Labor and  
7 Workforce Development Agency of \$15,000.00 as its share of the settlement of civil penalties in  
8 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders  
9 that the payment of that amount be paid in accordance with the Settlement Agreement.

10          12.      The Court finds and determines that the fees and expenses in administrating the  
11 Settlement incurred by ILYM Group, Inc. in the amount of \$25,000.00, are fair and reasonable.  
12 The Court hereby gives final approval to and orders that the payment of that amount in accordance  
13 with the Settlement.

14          13.      The Court finds and determines the Class Representative Service Payment of up  
15 to \$10,000 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to  
16 make this payment to the Plaintiff/Class Representative in accordance with the terms of the  
17 Settlement Agreement.

18          14.      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  
20 in the sum of \$436,913.79 and litigation costs of \$22,081.30. The Court finds such amounts to  
21 be 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          15.      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          16.      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 liability,  
28 except as provided for by the Settlement Agreement.

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

8           18.     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 Class Members in accordance with the Settlement.

11           19.     The Parties will bear their own costs and attorneys' fees except as otherwise  
12 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and  
13 litigation costs.

14           20.     A Non-Appearance Final Accounting Hearing is set for March 14, 2025 at 4:00  
15 p.m. A declaration from the Administrator must be filed five (5) court days in advance of the  
16 Hearing.



17  
18  
19 DATED:           August 19, 2024

Kenneth R. Freeman/Judge

Honorable Kenneth R. Freeman  
JUDGE OF THE SUPERIOR COURT