

FILED
Superior Court of California
County of Los Angeles

09/25/2023

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

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ISIAH BEAN, an Individual, on behalf of
himself and all others similarly situated

[Additional counsel listed on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

ISIAH BEAN, an Individual, and TANISHA
LOPEZ, an Individual, on behalf of
themselves and all others similarly situated
and as aggrieved employees and Private
Attorney Generals

Plaintiffs,

v.

RESTORIX HEALTH, INC., a Nevada
Corporation; and DOES 1 through 100,
Inclusive

Defendants.

CASE NO.: 21STCV33067 (lead case)
Consolidated with 21STCV38844 (related
case)

[Assigned for all purposes to Hon. David S.
Cunningham III, Dept. 11]

CLASS ACTION

~~[PROPOSED]~~ JUDGMENT

Date: September 25, 2023
Time: 10:00 AM
Dept.: 11

Lead case filed: 09/08/2021
Trial date: None Set

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Tanisha Lopez, individually and on behalf of all others
similarly situated

The Parties reached a settlement subject to Court approval as represented in the Joint Stipulation of Class Action Settlement, and Amendment to Joint Stipulation of Class Action Settlement (the “Settlement”/“Stipulation”/ “Settlement Agreement”) that was previously filed with the Court. On September 25, 2023 this Court conducted a Final Settlement Fairness Hearing pursuant to Rule 3.769 of the California Rules of Court and this Court’s previous Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (the “Preliminary Approval Order”) entered herein on May 26, 2023. Due and adequate notice having been given to the Settlement Class as required in said Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the matter, and good cause appearing on September 25, 2023 this Court granted final approval of the class settlement and entered its Order Granting of Plaintiff’s Motion for Final Approval of Class Action Settlement, thereon (the “Final Approval Order”), therefore:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the applicable requirements of the California Code of Civil Procedure § 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and the proposed Settlement. The Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.

1 2. This Judgment hereby adopts and incorporates by reference the terms and conditions of the
2 parties' Settlement Agreement, together with the definitions of terms used and contained therein.

3 3. The Court finds that it has jurisdiction over the subject matter of the Class Action and over
4 all parties to the Class Action, including all members of the Settlement Class.

5 4. Consistent with the definitions in the Settlement Agreement, the term Class/ Class
6 Members means and refers to "all individuals who worked for Defendant as a non-exempt, hourly
7 paid employee at any time in the State of California during the period from September 8, 2017
8 through the date of Preliminary Approval (May 26, 2023). "Aggrieved Employees" means and
9 refers to "all individuals who worked for Defendant as a nonexempt, hourly paid employee at any
10 time in the State of California during the period from September 8, 2020 through date of
11 Preliminary Approval (May 26, 2023).

12 5. The Released Class Claims for the Participating Class Members as defined by the
13 Settlement Agreement are covered and included within the Settlement and this Judgment. The
14 Released PAGA Claims for all Aggrieved Employees and the State of California are covered and
15 included within the Settlement and this Judgment.

16 6. The Court finds the Settlement is fair, reasonable and adequate and that Plaintiffs have
17 satisfied the standards and applicable requirements for final approval of this class action
18 settlement under California law including the provision of California Code of Civil Procedure
19 Section 382.

20 7. The Class Notice [Court Approved Notice of Class Action Settlement and Hearing Date
21 for Final Court Approval] given to the Class Members fully and accurately informed the Class
22 Members of all material elements of the proposed Settlement and of their opportunity to object to
23 or comment thereon; was the best notice practicable under the circumstances; was valid, due, and
24 sufficient notice to all Class Members; and complied fully with the laws of the State of California,
25 the United States Constitution, due process, and other applicable law. The Class Notice fairly and
26 adequately described the Settlement and provided Class Members adequate instructions and a
27 variety of means to obtain additional information. A full opportunity has been afforded to the
28 Class Members to participate in the Final Approval hearing, and all Class Members and other

1 persons wishing to be heard have been heard.

2 8. The Court hereby approves the Settlement and directs the Parties to effectuate the
3 Settlement according to its terms.

4 9. Upon entry of final judgment by the Court and Defendant fully funding the settlement, and
5 in consideration of the Gross Settlement Amount all Participating Class Members, on behalf of
6 themselves and their respective former and present representatives, agents, attorneys, heirs,
7 administrators, successors, and assigns, release Released Parties from all claims, demands, rights,
8 liabilities, and/or causes of action that were alleged, or reasonably could have been alleged, based
9 on the facts stated in the Operative Complaint and/or the PAGA Notice, arising during Class
10 Period, including for unpaid wages (including premiums) or other compensation allegedly owed,
11 or for damages, penalties, restitution, interest, liquidated damages, attorneys' fees, or costs, or any
12 other recovery based on or arising out of the claims and allegations alleged in the Operative
13 Complaint and/or the PAGA Notice, including under the California Labor Code and
14 corresponding provisions of Wage Orders, for (1) failure to pay wages including overtime, (2)
15 failure to provide meal periods, (3) failure to provide rest periods, (4) failure to pay minimum
16 wages, (5) failure to pay reporting time wages, (6) failure to pay timely wages at termination, (7)
17 failure to timely pay wages during employment, (8) failure to provide accurate, itemized wage
18 statements, (9) failure to reimburse necessary business expenditures, (10) failure to maintain
19 accurate time and payroll records, (11) violation of California Business and Professions Code
20 section 17200 et seq.; and any and all corresponding claims that could have been brought under
21 California or federal law including without limitation under the Fair Labor Standards Act
22 ("FLSA") in according with *Rangel v. PLS Check Cashers of Cal., Inc.*, 899 F.3d 1106, 1110-11
23 (9th Cir. 2018) (holding opt-out release of California state law claims was *res judicata* against
24 FLSA claims which were direct federal law counterparts to the state law claims settled"); accord
25 *Richardson v. Wells Fargo Bank, N.A.*, 830 F.3d 442, 451-52 (5th Cir. 2016} (plaintiff who
26 become party to the opt-out Rule 23 settlement was bound by all settlement terms, including
27 release of FLSA claims), that might have occurred during the Class Period, including claims for
28 failure to pay wages (including overtime or premium wages) due to time worked but not recorded

1 for any reason including for security or bag searches, donning and doffing, and working during or
2 before or after shifts due to understaffing, claims for failure to pay at least minimum wages, claims
3 for failure to correctly calculate the overtime or meal and rest break premium as a result of not
4 incorporating bonuses into the regular rate of pay, failure to timely pay wages during employment
5 or following termination of employment, failure to pay wages without abatement or reduction,
6 failure to accurately report earnings or maintain earnings records, failure to include on earnings
7 statements all required information, and failure to pay meal and rest break premiums wages. It is
8 the intent of the Parties the Judgment entered upon Final Approval shall have *res judicata* effect
9 and be final and binding upon all Participating Class Members. Except as set forth in Section 6.3
10 of this Agreement, Participating Class Members do not release any other claims, including claims
11 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
12 unemployment insurance, disability, social security, workers' compensation, or claims based on
13 facts occurring outside the Class Period.

14 Upon entry of final judgment by the Court and Defendant fully funding the settlement, and
15 in consideration of the Gross Settlement Amount all Aggrieved Employees and the State of
16 California are deemed to release, on behalf of themselves and their respective former and present
17 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
18 Parties from all claims, demands, rights, liabilities, and/or causes of action under PAGA, including
19 penalties, that were alleged, or reasonably could have been alleged, based on the PAGA Period
20 violations and/or facts stated in the Operative Complaint and the PAGA Notice, including but not
21 limited to claims based on (1) failure to pay wages including overtime, (2) failure to provide meal
22 periods, (3) failure to provide rest periods, (4) failure to pay minimum wages, (5) failure to pay
23 reporting time wages, (6) failure to pay timely wages at termination, (7) failure to timely pay
24 wages during employment, (8) failure to provide accurate, itemized wage statements, (9) failure to
25 reimburse necessary business expenditures, and (10) failure to maintain accurate time and payroll
26 records.

27 10. Without affecting the finality of this Judgment in any way, the Court hereby retains
28 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement

1 and all orders entered in connection therewith pursuant to Code of Civil Procedure Section 664.6
2 and rule 3.769(h) of the California Rules of Court.

3 11. The Court hereby finds that the Gross Settlement Amount of \$249,000 and the means of
4 distributing the Net Settlement Amount to Participating Class Members are fair, reasonable and
5 adequate. The Settlement Administrator will distribute the Net Settlement Amount to
6 participating class members in accordance to the instruction and timeline set forth in the
7 settlement.

8 12. The Court hereby confirms Bruce Kokozyan, Esq. of Kokozyan Law Firm, and Jonathan
9 Genish, Esq. of Blackstone Law Group, APC as Class Counsel in this action. The Court hereby
10 approves attorneys' fees to Class Counsel in the amount of \$83,000 and costs of \$16,765.74 as
11 compensation for all attorney time spent on this matter from inception through and including the
12 final Settlement Fairness Hearing and all other work related to this case and all costs, as these
13 requests are fair and reasonable. The Court finds that the Class Counsel's requested attorneys' fees
14 falls within the range of reasonableness and that the results justify the award. Costs to the Claims
15 Administrator ILYM Group, Inc. in the amount of \$8,500 is hereby approved as fair and
16 reasonable.

17 13. The Court hereby approves a Class Representatives Service Payment of \$5,000 to the each
18 Named Plaintiff. The named Plaintiffs' Class Representatives Service Payment are approved based
19 on their contributions to the class, risks incurred, stigma, execution of a general release and all
20 other factors presented to the Court, the Court finds these requests as fair and reasonable.

21 14. The Court hereby approves a PAGA Payment of \$25,000 with \$18,750 payable to the
22 Labor Workforce Development Agency (LWDA), as the request is fair and reasonable. The
23 balance of \$6,250 is payable to Aggrieved Employees per the settlement agreement.

24 15. Entry of this Final Judgment shall constitute a full and complete bar against the
25 Participating Class Members for the Class Period as to Released Class Claims released by the
26 Settlement Agreement and shall constitute res judicata and collateral estoppel with respect to any
27 and all such Released Class Claims, except to those who opted out of the settlement. Further, entry
28 of this Final Judgment shall constitute a full and complete bar against Aggrieved Employees for

1 the Released PAGA Claims for the PAGA Period per the settlement agreement.

2 16. The Court further confirms and finds that nothing contained in the Settlement Agreement,
3 the Preliminary Approval Order, this Judgment, or any other Order entered in this action shall in
4 any way or manner constitute an admission or determination of liability by or against Defendants,
5 or any other Released Parties with respect to any of the claims and causes of action asserted by the
6 Settlement Class or any member thereof, and shall not be offered in evidence in any action or
7 proceeding against Defendants, or any other Released Parties in any court, administrative agency,
8 or other tribunal for any purpose whatsoever, other than to the extent necessary to enforce the
9 provisions of the Stipulation or this Order. This paragraph shall not, however, diminish or
10 otherwise affect the obligation, responsibilities, or duties of Defendants under the Settlement
11 Agreement and this Final Order and Judgment.

12 17. By operation of the entry of Judgment, as of the Effective Date, the parties and the
13 settlement administrator are ordered to perform their respective duties and obligations under the
14 Settlement.

15
16 IT IS SO ORDERED.

17
18 Dated: 09/25/2023



Carolyn B. Kuhl / Judge

Honorable David S. Cunningham III
Judge of the Superior Court