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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

YOHANNA SANCHEZ, individually, and on  
behalf of all others similarly situated,

*Plaintiff,*

v.

SU CASA DE CAMBIO CESAR CHAVEZ,  
INC., a California corporation, and DOES 1  
through 10, inclusive,

*Defendants.*

Case No.: 21STCV32728

**CLASS ACTION**

*[Assigned for all purposes to Judge Maren  
Nelson, Dept. 17]*

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT**

*[Filed concurrently with: Plaintiff's Notice of  
Motion and Motion for Final Approval of  
Class Action and PAGA Settlement;  
Memorandum of Points and Authorities; and  
Declarations of Justin F. Marquez, Yohanna  
Sanchez, and Stephanie Molina (Settlement  
Administrator) in Support of Motion.]*

**FINAL APPROVAL HEARING**

Date: December 13, 2023

Time: 9:00 a.m.

Dept: 17

Complaint filed: September 3, 2021

FAC filed: February 25, 2022

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

10 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

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

13 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the  
14 Settlement Class Members, the PAGA Group Members, and Defendant Su Casa De Cambio Cesar  
15 Chavez, Inc. (“Defendant”).

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

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

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

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

27 7. Solely for purposes of effectuating the settlement, the Court finally certified the  
28 following Class: “means all persons employed by SCDC [Su Casa De Cambio Cesar Chavez, Inc.]

1 in California and classified as a hourly paid, non-exempt employee who worked for SCDC during  
2 the Class Period.”

3 8. The Class Period means the period that starts on March 9, 2017, through August 2,  
4 2023, the date of Preliminary Approval of the Settlement.

5 9. The PAGA Period means the period from March 11, 2020, through August 2, 2023,  
6 the date of Preliminary Approval of the Settlement.

7 10. No Settlement Class Members have objected to the terms of the Settlement. No  
8 Settlement Class Members requested exclusion from the Settlement.

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

14 12. The Court finds the Total Maximum Settlement Amount, the Net Settlement Sum  
15 and the methodology used to calculate and pay the Individual Settlement Payments to each  
16 Participating Class Member are fair and reasonable and authorizes the Settlement Administrator to  
17 pay the Individual Settlement Payments to the Participating Class Members in accordance with the  
18 terms of the Settlement.

19 13. The Court approves the Settlement and finds that it is fair, reasonable, and adequate,  
20 and worthy of final approval.

21 14. The Court also finds the PAGA Payment is fair and reasonable, and that Plaintiff  
22 provided notice of the proposed Settlement to the Labor and Workforce Development Agency  
23 (LWDA) and will fully and adequately comply with the notice requirements of California Labor  
24 Code section 2699(1). The Court hereby approves the PAGA Settlement.

25 15. Defendant shall pay the total of \$353,500.00 to resolve this litigation. Defendant  
26 shall deposit this amount into an account established by the Settlement Administrator. Thereafter,  
27 compensation to the Participating Class Members shall be disbursed pursuant to the terms of the  
28 Settlement.

1           16.     From the Settlement Amount, \$25,000.00 shall be paid to the California Labor and  
2 Workforce Development Agency, representing 75% of the \$18,750.00 PAGA Payment under the  
3 terms of the Settlement Agreement pursuant to the Labor Code Private Attorneys General Act of  
4 2004, California Labor Code section 2698, et seq. The remaining \$6,250.00, representing 25% of  
5 the total amount allocated for the PAGA Payment, shall be paid to the PAGA Group Members.

6           17.     From the Settlement Amount, \$10,000.00 shall be paid to Plaintiff, Yohanna  
7 Sanchez, for her service as Class Representative and for her agreement to release claims.

8           18.     From the Settlement Amount, \$9,888.40 shall be paid to the Settlement  
9 Administrator, ILYM Group, Inc.

10          19.     The Court hereby confirms Justin F. Marquez, Christina M. Le, and Arsiné  
11 Grigoryan of Wilshire Law Firm, PLC as Class Counsel.

12          20.     From the Total Maximum Settlement Amount, Class Counsel is awarded  
13 \$117,833.33 for their reasonable attorneys' fees and \$14,044.16 for their reasonable costs incurred  
14 in the Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement.  
15 The Court finds that the fees are reasonable in light of the benefit provided to the Class.

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

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

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

**IT IS SO ORDERED.**

DATE:

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Hon. Maren Nelson  
Los Angeles County Superior Court

**PROOF OF SERVICE**

*Sanchez v. Su Casa de Cambio Cesar Chavez, Inc.*  
21STCV32728

STATE OF CALIFORNIA                    )  
                                                          ) ss  
COUNTY OF LOS ANGELES            )

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., 12<sup>th</sup> Floor, Los Angeles, California 90010. My electronic service address is sspene@wilshirelawfirm.com.

On **November 17, 2023**, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**, 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:

Nancy N. ("Niki") Lubrano, Esq. (SBN 263037)

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Attorneys for Defendant, Su Casa de Cambio Cesar Chavez, Inc.

(X) **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 email address or e-mail of record in this action.

(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 November 17, 2023, at Los Angeles, California.



Sandy S. Sespene