

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Jacquelyne VanEmmerik (SBN 339338)
MOON LAW GROUP, PC
1055 West Seventh Street, Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: jvanemmerik@moonlawgroup.com

*Attorneys for Plaintiff,
Anahi Olascoaga*

FILED
Superior Court of California
County of Los Angeles

08/03/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

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

ANAHI OLASOAGA, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

BURTON SCHNIEROW, D.D.S., INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 21STCV39559

CLASS AND REPRESENTATIVE ACTION

[Honorable David S. Cunningham III,
Department 11] (Heard by Honorable Stuart M.
Rice)

**PROPOSED JUDGMENT GRANTING
PLAINTIFF ANAHI OLASCOAGA'S
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

FINAL APPROVAL HEARING

Date: August 3, 2023

Time: 9:00 AM

Dept.: 11

(August 3, 2023, 9:00 AM in Department 1)

On August 3, 2023, this Court issued a Final Order Granting Plaintiff Anahi Olascoaga's Motion for Final Approval of Class and PAGA Action Settlement between Plaintiff Anahi Olascoaga ("Plaintiff") and Defendant Burton Schnierow, D.D.S., Inc. ("Defendant"). Consistent with the Final Order, the Court hereby enters Final Judgment as follows:

The Court, having considered Plaintiff Anahi Olascoaga's Notice of Motion and Motion for Final Approval of Class and PAGA Action Settlement ("Motion"), the supporting Declarations and Exhibits therein, the records and files in this Action, and the absence of any written objections received regarding the Settlement; and good cause appearing, **HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

The Court, for purposes of this Final Judgment, refers to all defined terms as set forth in the Settlement.

The Court has jurisdiction over all claims asserted in this Action, Plaintiff, all Participating Class Members, all Aggrieved Employees, and Defendant.

The Settlement is fair, adequate, and reasonable, and is hereby approved, subject to any limitations on the requested fees and payments as set forth below.

For purposes of effectuating the Settlement, the following Class is hereby certified: **All persons employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant from October 26, 2017 to March 15, 2023.**

The Parties shall bear their own respective attorneys' fees and costs, except as provided for in the Settlement and approved by the Court.

No Class Members have objected to the terms of the Settlement, and no Class Members have requested exclusion from the Settlement.

Plaintiff and all Participating Class Members shall have, by operation of this Final Order and Judgment, fully, finally and forever released, relinquished, and discharged all Released Parties from all Released Claims as stated in the Settlement and reproduced here:

- 1 a. **Released Parties:** Defendant and each of its former and present directors,
2 officers, shareholders, owners, members, attorneys, insurers, predecessors,
3 successors, assigns, subsidiaries, affiliates, managers, employees, agents,
4 representatives, partners, investors, administrators, parent companies, DBAs,
5 divisions, and joint venturers. *Settlement*, ¶ 1.41.
- 6 b. **Claims Released by Participating Class Members:** All claims that were
7 alleged, or reasonably could have been alleged, in the Operative Complaint, and
8 ascertained in the course of the Action, that arose during the Class Period.
9 *Settlement*, ¶ 5.2.
- 10 c. **Claims Released by the Aggrieved Employees.** All claims demands, rights,
11 liabilities, and causes of action under the California Labor Code Private
12 Attorneys General Act that were alleged, or reasonably could have been alleged,
13 based on the claims asserted in the Operative Complaint or the PAGA Notice
14 and ascertained in the course of the Action arising during or with respect to the
15 PAGA Period. *Settlement*, ¶ 5.3.
- 16 d. **Date Release Becomes Active:** The date when Defendant fully funds the entire
17 Gross Settlement Amount and funds all employer payroll taxes owed on the
18 Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and
19 Class Counsel will release claims against all Released Parties. *Settlement*, ¶ 5.

20 The Gross Settlement Amount, Net Settlement Amount, and methodology used to
21 calculate and pay the Individual Class Payments and Individual PAGA Payments are fair and
22 reasonable. The Settlement Administrator is authorized to pay the Individual Class Payments
23 and Individual PAGA Payments to the Participating Class Members and Aggrieved Employees
24 in accordance with the terms of the Settlement.

25 Defendant shall pay a total of \$632,400.00 to resolve this litigation. Defendant will
26 fund the settlement account within thirty (30) calendar days of the Effective Date. The
27 Settlement Administrator shall mail the Individual Class Payments and Individual PAGA
28 Payments within fourteen (14) calendar days of the receipt of funding.

1 From the Gross Settlement Amount, an LWDA PAGA Payment of \$22,500.00 shall be
2 paid to the California Labor and Workforce Development Agency (“LWDA”), representing
3 75% of the PAGA Penalties awarded under the terms of the Settlement, pursuant to the Private
4 Attorneys General Act of 2004, *California Labor Code* sections 2698, *et. seq.*

5 From the Gross Settlement Amount, a Class Representative Service Payment in the
6 amount of \$7,500.00 shall be paid to Anahi Olascoaga for her service as Class Representative
7 and general release of claims. Anahi Olascoaga is hereby confirmed as Class Representative.

8 From the Gross Settlement Amount, a Class Counsel Fees Payment in the amount of
9 \$210,800.00 and Class Counsel Litigation Expenses Payment in the amount of \$15,097.48
10 shall be paid to Class Counsel for their reasonable fees and actual costs incurred in
11 furtherance of this Action. The fees and costs shall be distributed to Class Counsel as set forth
12 in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided
13 to the Class. Moon Law Group, PC is hereby confirmed as Class Counsel.

14 From the Gross Settlement Amount, an Administration Expenses Payment in the
15 amount of \$9,980.00 shall be paid to the designated Administrator, ILYM Group, Inc.

16 The Notice provided to the Class conforms with the requirements of *California Rules*
17 *of Court* sections 3.766 and 3.769, and constitutes the best notice practicable under the
18 circumstances, providing (a) individual notice to all Class Members who could be identified
19 through reasonable effort and (b) due and adequate notice of the proceedings and of the
20 matters set forth therein to the Class Members. The Notice fully satisfies the requirements of
21 due process.

22 The Parties are ordered to have notice of this Final Judgment sent to all Participating
23 Class Members and Aggrieved Employees in accordance with *California Rules of Court*
24 section 3.771(b), along with the Individual Class Payments and Individual PAGA Payments
25 issued via First Class U.S. Mail to their last known addresses and to the LWDA, pursuant to
26 *California Labor Code* section 2699(1)(3).

27 This Judgment is intended to be a final disposition of the Action in its entirety and is
28 intended to be immediately appealable.

1 This Court shall retain jurisdiction with respect to all matters related to the
2 administration and consummation of the Settlement and any and all claims asserted in, arising
3 out of, or related to the subject matter of the lawsuit, including, but not limited to, all matters
4 related to the Settlement and the determination of all controversies relating thereto.

5 Plaintiff Anahi Olascoaga's Motion for Final Approval of Class and PAGA Action
6 Settlement is hereby granted, and the Court directs that Judgment shall be entered in
7 accordance with the terms of its Order.

8 The Court sets a Non-Appearance Hearing (Case Review) Re: Distribution on
9 February 23, 2024 , ~~2023~~ at 8:30 AM in Department 11. Class Counsel is ordered to file a
10 final report and declaration regarding distribution no later than February 15, 2024.

11 **IT IS SO ORDERED.**

12 DATE: August 3, 2023



13 /s/ Honorable Stuart M. Rice

14 Honorable ~~David S. Cunningham III~~
15 Judge of the Superior Court of California for the
16 County of Los Angeles
17
18
19
20
21
22
23
24
25
26
27
28

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action; my business address is 1055 West Seventh Street, Suite
5 1880, Los Angeles, California 90017. On **August 1, 2023**, I served the foregoing document
described as:

6 **[PROPOSED] JUDGMENT GRANTING PLAINTIFF ANAHI OLASCOAGA'S MOTION
FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT**

7 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
8 addressed as follows:

9 **Landegger Verano & Davis, ALC**

10 Alfred Landegger, Esq. (alfred@landeggeresq.com)

11 Roxana Verano, Esq. (roxana@landeggeresq.com)

12 Alysha Zapata, Esq. (alysha@landeggeresq.com)

13 Evelyn Zarraga, Esq. (evelyn@landeggeresq.com)

14 15760 Ventura Boulevard, Suite 1200

15 Encino, CA 91436

16 Phone: (818) 986-7561

17 Fax: (818) 986-5147

18 ***Attorneys for Defendant***

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

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

25 Executed this, **August 1, 2023** at Los Angeles, California.

26 Janelle Jickain

27 Type or Print Name

28 /s/ Janelle Jickain

Signature