

11289186

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
Roman Shkodnik (SBN 285152)
r.shkodnik@d.law
880 E Broadway
Glendale, CA 91205
Telephone: (818) 962-6465
Fax: (818) 962-6469

DAVID YEREMIAN & ASSOCIATES, INC.
David Yeremian (SBN 226337)
david@yeremianlaw.com
880 E Broadway
Glendale, CA 91205
Telephone: (818) 962-6465
Fax: (818) 962-6469

Attorneys for Plaintiff ROBERT BRITO
on behalf of himself and on behalf of all other
aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ROBERT BRITO, on behalf of himself and
on behalf of all other aggrieved employees,

Plaintiff,

vs.

BROTHERS INTERNATIONAL
DESSERTS dba BROTHERS
INTERNATIONAL DESSERTS INC., a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

APR 05 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: COA DEPUTY

Case No.: 30-2022-01242515-CU-OE-CXC

Hon. William D. Cluster

**REVISED ~~PROPOSED~~ ORDER
APPROVING THE PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AND RELEASE UNDER
CALIFORNIA LABOR CODE §§ 2698 et
seq.**

*[filed concurrently with Notice of Motion and
Motion to Approve Settlement; Declaration of
David Yeremian; Declaration of Roman
Shkodnik; Declaration of Emil Davtyan]*

Date: April 5, 2024
Time: 9:00 am
Dept.: CX101

1 Having considered Plaintiff's submission, documents submitted in support thereof,
2 Defendant's non-opposition to Plaintiff's Motion and good cause appearing, **IT IS HEREBY**
3 **ORDERED** that Plaintiff's Motion to Approve the Private Attorneys General Act Settlement and
4 Release is **GRANTED**, as follows:

5 a) All terms used herein shall have the same meaning as defined in the Private Attorney
6 General Act Settlement Agreement ("Settlement Agreement" or "Settlement").

7 b) The Court of Appeal *Moniz v. Adecco*, 72 72 Cal.App.5th 56, 77, held that it must
8 "determine independently whether a PAGA settlement is fair and reasonable," to protect "the
9 interests of the public and the LWDA in the enforcement of state labor laws." Here, the Court
10 hereby approves the terms set forth in the Settlement Agreement and finds that the Settlement is,
11 in all respects, fair, adequate, reasonable, and just and is not arbitrary, oppressive or confiscatory
12 and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the
13 Settlement has been reached as a result of informed and non-collusive arm's-length negotiations.
14 The Court further finds that the Parties have conducted extensive investigation and research, and
15 their attorneys were able to reasonably evaluate their respective positions. The Court also finds
16 that settlement now will avoid additional and potentially substantial litigation costs, as well as
17 delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the
18 monetary recovery being provided as part of the Settlement and recognizes the significant value
19 accorded to Plaintiff and each Aggrieved Employee.

20 c) The Settlement is not an admission by Defendant Brothers International Desserts dba
21 Brothers International Desserts Inc. ("Defendant") or Released Parties as defined below, nor is
22 this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
23 Released Parties. Neither this Order, the Settlement, nor any document referred to herein, nor any
24 action taken to carry out the Settlement, may be construed as, or may be used as, an admission of
25 any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or
26 Released Parties.

27 d) Defendant shall pay Aggrieved Employees, PAGA Counsel, Settlement Administrator
28

1 and LWDA pursuant to the terms of the Settlement.

2 e) The Court hereby confirms David Yeremian of the law firm David Yeremian &
3 Associates, Inc. as PAGA Counsel.

4 f) The Court finds that the fees requested by PAGA Counsel of 30% of the total settlement
5 amount of \$245,000.00 which is Seventy-Three Thousand Five Hundred Dollars and Zero Cents
6 (\$73,500.00) is reasonable and the costs requested of Fourteen Thousand and Six Hundred and
7 Fifty Dollars and Zero Cents (\$14,650) as reasonable and necessary for the prosecution of this
8 action. The Court hereby awards attorneys' fees in the amount of \$73,500.00 and costs in the
9 amount of \$14,650.00 to PAGA Counsel for their attorneys' fees and costs. The payment of fees
10 and costs to PAGA Counsel shall be made in accordance with the terms of the Settlement and fee
11 split between co-counsel. David Yeremian & Associates, Inc., have an agreement with D.Law,
12 Inc. to share fees on a 65%/ 35% fee split basis. David Yeremian & Associates, Inc. are receiving
13 65% and D.Law, Inc. are receiving 35%.

14 g) The Court finds that the Administration costs of \$4,650.00 is reasonable and the Court
15 hereby awards administrator costs in the amount of \$4,650.00 to ILYM.

16 h) The LWDA's 75% share of the net settlement amount of \$152,200.00 is \$114,150.00,
17 and the balance of \$38,050 shall be paid to the Aggrieved Employees pursuant to the terms of the
18 Settlement.

19 i) The Court further orders, adjudges and decrees that upon the Effective Date, the LWDA
20 and PAGA Employees, including Plaintiff, fully release and forever discharge Brothers
21 International Desserts dba Brothers International Desserts Inc. ("Defendant"), ^{et al per} ~~and its past or~~
22 ~~present parents, subsidiaries, and affiliates, officers, directors, employees, managers, partners,~~
23 ~~shareholders, agents, insurers, and/or any other successors, assigns, or legal representatives of~~
24 ~~Defendant ("Released Parties") from all claims, transactions, or occurrences that occurred during~~
25 ~~the PAGA Period, for: all claims, including individual claims, that were, or reasonably could have~~
26 ~~been, alleged, based on the Factual Background contained in any or all of paragraphs 9-27 of the~~
27 ~~Operative Complaint and/or any of the allegations in the PAGA Notice, as well as any violations~~
28

1 of the IWC wage orders relevant to the claims pled in the Operative Complaint. ("Released
2 Claims").

3 i) The Court further orders, adjudges and decrees that upon the Effective Date, Plaintiff,
4 on behalf of himself and his heirs, administrators, successors, and assigns generally, release
5 releases Defendant ~~and any of their agents, officers, directors, employees, stockholders, members,~~
6 ~~parent corporations, subsidiaries, affiliates, partners, predecessors and successors in interest,~~
7 ~~insurers, and assigns of the foregoing from any and all causes of action, obligations, costs,~~
8 ~~expenses, damages, claims, liabilities, benefits, attorneys' fees, and costs actually incurred, of~~
9 ~~whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or~~
10 ~~unmatured, of any kind whatsoever, now existing or arising in the future, based on any act,~~
11 ~~omission, event, occurrence, or non occurrence from the beginning of time to the date of~~
12 ~~execution hereof, including but not limited to any claims or causes of action arising out of~~
13 ~~Plaintiff's employment with any of the Released Parties.~~

14 j) The Court shall have and retain continuing jurisdiction over this action and the Parties
15 including after the entry of this Order, to the fullest extent necessary to interpret, enforce and
16 effectuate the terms and intent of the Settlement and this Order.

17 i) The Settlement Administrator is to file a declaration no later than October 30, 2024 to
18 confirm that the distribution of funds to Aggrieved Employees is complete.

19 **IT IS SO ORDERED.**

20
21 Dated: 4-5-24

21 
22 Hon. William D. Claster
23 Judge of the Superior Court
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF STANISLAUS:

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

On April 4, 2024, I served the foregoing:

**REVISED [PROPOSED] ORDER APPROVING THE PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT AND RELEASE UNDER CALIFORNIA LABOR CODE
§§ 2698 et. seq.**

[PROPOSED] FINAL JUDGMENT

on Interested Parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Lindley Fraley
lfraley@forwardcounsel.com
FORWARD COUNSEL LLP
4340 Von Karman Avenue, Suite 380
Newport Beach, California 92660

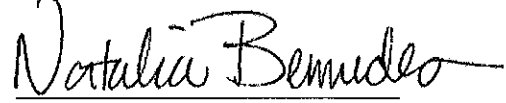
[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[X] (COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

[] (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 4, 2024, at Glendale, California.


Natalia Bermudes