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FILED

Superior Court of California
County of Los Angeles

06/09/2023

David W. Slayton, Executive Officer / Clerk of Court

By: P. Herrera Deputy

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

JAMIE BACA, individually and on behalf of all
individuals similarly situated,

Plaintiff,

vs.

AMAZING VENTURES INC, a California
corporation; HAMIDA CHANDRANI, an
individual; and DOES 1-25, inclusive,

Defendants.

CASE NO. 21STCV02328

*[Assigned for all purposes to Hon.
Elihu M. Berle, Dept. SSC6]*

CLASS ACTION

**~~AMENDED [PROPOSED]~~ FINAL
JUDGMENT AND ORDER**

DATE: June 6, 2023

TIME: 10:00 a.m.

DEPT: SSC6

Complaint Filed: January 19, 2021

Trial Date: None

AMENDED [PROPOSED] FINAL JUDGMENT AND ORDER

A. The **Parties** to this **Action** reached a tentative **Settlement** and, subsequently, submitted a Settlement Agreement and supporting papers. On September 9, 2022, the **Court** preliminarily approved the proposed **Settlement**. The **Court** directed the **Parties** to provide notice of the proposed **Settlement** to the potential **Class Members** and scheduled a further hearing to determine whether the proposed **Settlement**, request for **Plaintiffs' Attorneys' Fees** and **Plaintiffs' Expenses**, and **Plaintiff's Enhancement Award** are fair, reasonable, and adequate.

B. On June 6, 2023, the **Court** held the **Final Settlement Hearing** to determine: (i) whether the **Action** should be finally certified as a class action solely and exclusively for settlement purposes; (ii) whether the proposed **Settlement** should be given final approval as fair, reasonable and adequate and in the best interests of each of the **Parties** and the **Settlement Class Members**; (iii) whether a final judgment should be entered as required by the **Settlement**; (iv) whether the **Settlement Class Members** should be bound by the **Class Release** set forth in the **Settlement**; (v) whether a **Class Representative Service** award should be made to **Plaintiff** as set forth in paragraph 2.1.2 of the **Settlement**; (vi) the amount of **Plaintiff's Attorneys' award** of **Plaintiff's Attorneys' Fees** not to exceed \$33,333.33, with the reasonable expenses not to exceed \$15,000; and (vii) any other matter that may be relevant to the **Settlement**. Joshua Park of LOYR, APC appeared for **Plaintiff** Jaime Baca and the **Class**. No appearances were made for Defendants Amazing Ventures, Inc. and Hamida Chandrani ("Defendants").

C. **Seven** Class Members requested exclusion from the **Settlement Class**, and **No** objections were filed with respect to the proposed **Settlement**. The **Seven** Class Members, who requested exclusion, are:

1. Chandra L. Burrell
2. Zarina Kamaluddin
3. Kyonni J. Sherman
4. Shu Liu
5. Olga Ritter

1 6. Dat T. Do

2 7. Alexis V. Bailey

3 D. After reviewing the pleadings and evidence filed in support of the request for final
4 approval of the **Settlement** and the requests for awards of **Plaintiff's Attorneys' Fees, Plaintiff's**
5 **Expenses** and the **Class Representative Enhancement**, and hearing the attorneys for the **Parties**,
6 the **Court** finds, and

7 IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

8 1. The **Court** has personal jurisdiction over all **Settlement Class Members** and
9 **Defendants**, and the **Court** has subject matter jurisdiction to approve the **Settlement** (including
10 all Exhibits thereto).

11 2. The **Settlement**, including the definitions applicable to the **Settlement**, is
12 incorporated by reference into this **Final Judgment**.

13 3. The **Court** finds that the **Settlement** was reached after arm's-length negotiations
14 between the **Parties**, including full-day mediation session before an impartial, respected and
15 experienced mediator; the proposed **Settlement** was concluded only after counsel for the **Parties**
16 had conducted adequate discovery and investigation; and the **Settlement** of the **Action**, as
17 embodied in the terms of the **Settlement**, is finally approved as fair, reasonable, adequate and
18 consistent and in compliance with all applicable requirements of the California Code of Civil
19 Procedure, the California and United States Constitutions (including the due process clauses), the
20 California Rules of Court and any other applicable law, and in the best interests of the **Parties** and
21 the **Class Members**.

22 4. Solely for the purpose of **Settlement**, the **Court** finally certifies the following
23 **Class**:

24 The Class:

25 All individuals who have been, or currently are, employed by Defendants as "non-exempt
26 employees" during the Class Period.

27 5. The above **Class** is certified for settlement purposes only, and the certification
28 should not be construed as an admission by **Defendants** with respect to any of the allegations

1 made against them in this **Action** by or on behalf of the members of the **Settlement Class**.

2 6. The **Court** appoints **Plaintiff** Jamie Baca as Class Representative.

3 7. The **Court** appoints Young W. Ryu of LOYR, APC as counsel for the **Class**.

4 8. The **Court** appoints Simpluris as Claims Administrator.

5 9. The **Court** finds that:

6 a. the above-described **Class** contains members so numerous that the joinder
7 of all of them is impracticable;

8 b. there are questions of law or fact common to the above-described **Class**;

9 c. the claims of the Class Representative are typical of the claims of the **Class**
10 that **Plaintiff** seeks to represent; and

11 d. the Class Representative and **Plaintiff's Attorneys** have fairly and
12 adequately protected the interests of the above-described **Class**.

13 10. The **Parties** and their counsel are ordered to implement and to consummate the
14 **Settlement** according to its terms and provisions.

15 11. The **Notice** and the notice methodology implemented pursuant to the **Settlement** (i)
16 constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under
17 the circumstances, to apprise **Class Members** of the pendency of the **Action**, their right to object
18 to or exclude themselves from the proposed **Settlement** and their right to appear at the **Final**
19 **Settlement Hearing**; (iii) were reasonable and constituted due, adequate and sufficient notice to
20 all persons entitled to receive notice; and (iv) met all applicable requirements of the California
21 Code of Civil Procedure, the California and United States Constitutions (including the Due
22 Process Clause), the California Rules of Court and any other applicable law.

23 12. The terms of the **Settlement** and this **Final Judgment** are binding on **Plaintiff** and
24 all other **Settlement Class Members**, as well as their heirs, executors and administrators,
25 successors and assigns, and those terms shall have *res judicata*, collateral estoppel and all other
26 preclusive effect in all pending and future claims, lawsuits or other proceedings, including all
27 forms of alternative dispute resolution, maintained by or on behalf of any such persons, to the
28

1 extent those claims, lawsuits or other proceedings involve matters that have been raised in this
2 **Action** as provided by the **Settlement**.

3 13. Pursuant to paragraph 3.5 of the **Settlement**, **Plaintiff** and all **Settlement Class**
4 **Members** are deemed to have conclusively released any and all wage-and-hour-claims, rights,
5 demands, liabilities and causes of action of every nature and description whether pled or could
6 have been pled arising from or relating to the claims asserted in the operative First Amended
7 Complaint against Defendants and each of their respective past, present and future parent
8 companies, subsidiaries, affiliates, current and former management companies, shareholders,
9 members, partners, agents, accountants, insurers, reinsurers, claims administrators, attorneys and
10 any past, present or future officers, directors and employees, predecessors, successors, or assigns
11 thereof, during the Class Period, based upon the following categories of allegations: failure to
12 compensate for all hours worked; failure to pay penalties for missed meal and rest breaks; failure
13 to pay minimum wages; failure to pay overtime wages; failure to reimburse business expenses;
14 failure to furnish accurate, itemized wage statements; failure to pay compensation upon
15 termination of employment; and violation of Cal. Business and Professions Code §§ 17200, et
16 seq., including, violation of the following sections of the California Labor Code Labor Code
17 sections 200, 201, 202, 203, 204, 210, 218.5, 225.5, 223, 226, 226.3, 226.7, 227.3, 226.8, 432,
18 500, 510, 512, 558, 558.1, 1171, 1173, 1174, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1,
19 1198.5, 2699, 2802, California Business & Professions Code § 17200, violation of California
20 Code of Regulations, Title 8, section 11040, violation of the California Industrial Wage Orders,
21 and violation of California's unfair business practices and unfair competition laws, as well as any
22 potential penalties, interest or attorneys' fees associated with these causes of action under
23 California or federal law. The State of California and Eligible Aggrieved Employees release and
24 are forever barred from the PAGA Released Claims. Such release of claims is effective as of
25 Defendants fully funding the **Gross Settlement Amount**. The Class Representative additionally
26 will be deemed to have waived her rights under California Civil Code section 1542.

27 14. **Plaintiff** and all **Settlement Class Members** and any person or entity acting on
28 their behalf, are permanently barred and enjoined from (i) filing, commencing, prosecuting,

1 intervening in, participating in (as class members or otherwise), or receiving any benefits or other
2 relief from, any other lawsuit, in any state or federal court, arbitration, or administrative,
3 regulatory or other proceeding or order in any jurisdiction based on the **Settlement Class**
4 **Released Claims** in this **Action**; and (ii) organizing such nonexcluded **Class Members** into a
5 separate class for purposes of pursuing as a purported class action (including by seeking to amend
6 a pending complaint to include class allegations, or by seeking class certification in a pending
7 action) any lawsuit based on the **Settlement Class Released Claims** in this **Action**.

8 15. The **Parties** are authorized, without further approval from the **Court**, to agree to
9 and to adopt such amendments, modifications and expansions of the **Settlement** and all exhibits
10 attached thereto which (i) are consistent with this **Final Judgment**, and (ii) do not limit the rights
11 of **Class Members** under the **Settlement**.

12 16. The **Court** grants a **Class Representative Service** award of Five Thousand Dollars
13 (\$5,000) to **Plaintiff** Jamie Baca. This request is justified in light of the following facts: (1)
14 **Plaintiff** spent numerous hours conferring with the **Plaintiff's Attorneys**, reviewing documents,
15 interviewing witnesses, gathering evidence, formulating discovery requests, and preparing for
16 mediation; (2) **Plaintiff's** efforts resulted in a favorable result for the **Class**; and (3) **Defendants**
17 do not oppose the request. The **Class Representative Enhancement** will be paid to **Plaintiff** in
18 accordance with the terms of the **Settlement**.

19 17. The **Court** grants **Plaintiff's Attorneys'** request for an award of **Plaintiff's**
20 **Attorneys' Fees** in the amount of \$33,333.33 and \$13,932.00 for **Plaintiff's Expenses**.
21 **Plaintiff's Attorneys'** request for an award of reasonable attorneys' fees and costs is justified in
22 light of the following facts: (1) **Plaintiff's Attorneys** vigorously prosecuted this case and
23 achieved a favorable result for the **Class**; (2) the legal issues were novel and complex; (3)
24 **Defendants** do not oppose the request; and (4) such other bases as offered by **Plaintiff's**
25 **Attorneys**. The attorneys' fees and costs shall be paid by **Defendants** in accordance with the
26 terms of the **Settlement**.

27 18. Without affecting the finality of the **Final Judgment**, the **Court** shall retain
28 continuing jurisdiction over the **Action**, and the **Parties** and **Settlement Class**, and the

1 administration and enforcement of the **Settlement**. Any disputes or controversies arising with
2 respect to the enforcement or implementation of the **Settlement** shall be presented by motion to
3 the **Court**; provided however, that nothing in this paragraph shall restrict the ability of the **Parties**
4 to exercise their rights hereunder.

5 19. The Court sets an Order to Show Cause Hearing re Compliance of the Terms of the
6 Settlement for February 6, 2024 at 8:30 a.m. Plaintiff is ordered to submit a final report
7 summarizing all distributions made pursuant to the approved settlement by no later than January
8 30, 2024.

9
10
11 IT IS SO ORDERED.



Elihu M. Berle

12
13
14 Dated: June 9, 2023

Elihu M. Berle / Judge

Hon. Elihu M. Berle
Judge of the Superior Court