

Kane Moon (SBN 249834)
 E-mail: kane.moon@moonyanglaw.com
 Allen Feghali (SBN 301080)
 E-mail: allen.feghali@moonyanglaw.com
 Charlotte Mikat-Stevens (SBN 327047)
 E-mail: charlotte.mikat-stevens@moonyanglaw.com
MOON & YANG, APC
 1055 W. Seventh St., Suite 1880
 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125

Attorneys for Plaintiff SILVIA PEREZ

FILED
 Superior Court of California
 County of Los Angeles

7/11/2023 ~~07/10/2023~~

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreené Deputy

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

SILVIA PEREZ, individually, and on behalf of
 all others similarly situated,

Plaintiff,

vs.

TORN & GLASSER, INC., a California
 corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 21STCV43614

CLASS AND REPRESENTATIVE ACTION

[Assigned for all purposes to Hon. Carolyn B. Kuhl, Dept. 12]

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

*[Filed with Plaintiff's Notice of Motion and
 Memorandum of Points and Authorities, the
 Declarations of Kane Moon, Makenna Snow, and
 Plaintiff Perez in Support of Motion, and
 [Proposed] Judgment]*

FINAL APPROVAL HEARING

Date: July 11, 2023

Time: 10:30 a.m.

Dept.: 12

Action Filed: November 30, 2021

Trial Date: Not set

1 On February 29, 2023, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement reached between Plaintiff Silvia Perez
3 ("Plaintiff") and Defendant Torn & Glasser, Inc. ("Defendant") (together, the "Parties") in
4 resolution of the above-caption litigation (the "Litigation"). The Court now has before it
5 Plaintiff's Proposed Final Order granting the Parties' Class Action and PAGA Settlement and
6 Class Notice (the "Settlement Agreement"), attached as Exhibit 1 to the Declaration of Kane
7 Moon in Support of Plaintiff's Motion for Final Approval of Class and PAGA Representative
8 Action Settlement.

9 Due and adequate notice having been given to Class Members, and the Court having
10 reviewed and considered Plaintiff's Motion for Final Approval of Class and PAGA
11 Representative Action Settlement, the supporting declarations and exhibits thereto, all other
12 papers filed and proceedings had hereto, and the record in this Litigation, and good cause
13 appearing, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

14 1. The Court, for purposes of this Final Order, refers to all terms and definitions as
15 set forth in the Settlement Agreement.

16 2. A final approval hearing was held on the question of whether the proposed
17 Settlement Agreement, attorneys' fees and costs to Class Counsel, the class representative
18 service payment, payment for settlement administration costs, and the PAGA Penalties payment
19 to the California Labor and Workforce Development Agency (the "LWDA") should be finally
20 approved as fair, reasonable, and adequate as to Class Members.

21 3. The Court finds that the Settlement Agreement appears to have been made and
22 entered into in good faith, the terms of which are fair, reasonable, and adequate, and thus meets
23 the requirements for final approval. The Court hereby GRANTS Plaintiff's Motion for Final
24 Approval of Class and PAGA Representative Action Settlement, and ORDERS Judgment to be
25 entered in accordance with the terms herein.

26 4. The Court certifies, for settlement purposes only, the following Class (the
27 "Settlement Class"): All non-exempt, hourly employees of Defendant who worked for
28 Defendant in California during the Class Period (the "Class Period" is November 30, 2017 to

December 17, 2022.) (Settlement Agreement, ¶¶ 1.5, 1.12.) “Participating Class Members” are those Class Members who do not submit timely exclusion requests to the Settlement Administrator. (Settlement Agreement, ¶ 1.35.) Excluded from the Settlement Class are all persons who send the Settlement Administrator a valid and timely Request for Exclusion from the Settlement (“Non-Participating Class Members”). (Settlement Agreement, ¶ 1.29.)

5. The deadline to request exclusion from or to submit written objections to the Settlement was May 8, 2023. Only one Request for Exclusion was received. The individual who requested exclusion was Timothy White; accordingly, this individual is a Non-Participating Class Member and is excluded from the Settlement Class.

6. All other Class Members who did not request exclusion from the Settlement had an opportunity to object to the Settlement Agreement. No written objections were received.

7. By operation of this Final Order and concurrently filed Judgment, and effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties, except as to such rights or claims as may be created by this Settlement, as follows (Settlement Agreement, ¶ 5):

a. **Released Parties.** “Released Parties” means Defendant and each of its former, present and future owners, parents, and subsidiaries, and all of their current, former and future spouse(s), children, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives. (Settlement Agreement, ¶ 1.41.)

b. **Plaintiff’s Release.**

1) **Scope of Plaintiff’s Release.** Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period,

1 including, but not limited to all claims, demands, rights, liabilities and causes
2 of action of every nature and description whatsoever, known or unknown,
3 asserted or that might have been asserted, whether in tort, contract, or for
4 violation of any state or federal statute, rule or regulation arising out of,
5 relating to, or in connection with any act or omission by or on the part of any
6 of the Released Parties arising out of, based upon, or relating to Class
7 Representative's employment with Defendant or the remuneration for or
8 termination of such employment committed or omitted prior to the execution
9 of this Agreement. ("Plaintiff's Release.") Plaintiff's Release does not extend
10 to any claims or actions to enforce this Agreement, or to any claims for vested
11 benefits, unemployment benefits, disability benefits, social security benefits,
12 workers' compensation benefits that arose at any time. Plaintiff acknowledges
13 that Plaintiff may discover facts or law different from, or in addition to, the
14 facts or law that Plaintiff now knows or believes to be true but agrees,
15 nonetheless, that Plaintiff's Release shall be and remain effective in all
16 respects, notwithstanding such different or additional facts or Plaintiff's
17 discovery of them. (Settlement Agreement, ¶ 5.1.1.)

18 2) **Plaintiff's Waiver of Rights Under California Civil Code § 1542.** For
19 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
20 provisions, rights, and benefits, if any, of Section 1542 of the California Civil
21 Code, which reads:

22 **A general release does not extend to claims that the creditor or**
23 **releasing party does not know or suspect to exist in his or her favor at**
24 **the time of executing the release, and that if known by him or her**
25 **would have materially affected his or her settlement with the debtor**
26 **or Released Party.** (Settlement Agreement, ¶ 5.1.2.)

27 c. **Release by Participating Class Members Who Are Not Aggrieved Employees.** All
28 Participating Class Members, on behalf of themselves and their respective former and
present representatives, agents, attorneys, heirs, administrators, successors, and

1 assigns, release Released Parties from all claims that were alleged, or reasonably
2 could have been alleged, based on the Class Period facts stated in the Operative
3 Complaint, including all claims for PAGA penalties that were alleged, or reasonably
4 could have been alleged, based on the PAGA Period facts stated in the Operative
5 Complaint and the PAGA Notice (attached hereto as Exhibit B) if the participating
6 class member worked for any period of time during the PAGA Period . Except as set
7 forth in Section 5.2 of this Agreement, Participating Class Members do not release
8 any other claims, including claims for vested benefits, wrongful termination, violation
9 of the Fair Employment and Housing Act, unemployment insurance, disability, social
10 security, workers' compensation, or claims based on facts occurring outside the Class
11 Period. (Settlement Agreement, ¶ 5.2.)

12 d. **Release by Non-Participating Class Members Who Are Aggrieved Employees.** All
13 Non-Participating Class Members who are Aggrieved Employees are deemed to
14 release, on behalf of themselves and their respective former and present
15 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
16 Released Parties from all claims for PAGA penalties that were alleged, or reasonably
17 could have been alleged, based on the PAGA Period facts stated in the Operative
18 Complaint and the PAGA Notice attached hereto as Exhibit B. (Settlement Agreement,
19 ¶ 5.3.)

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

22 9. The Court Approved Notice of Class Action Settlement and Hearing Date for
23 Final Court Approval (the "Class Notice"), which was attached to the Settlement Agreement as
24 Exhibit A and provided to the Class pursuant to the plan for distribution described under the
25 Settlement Agreement, conformed with the requirements of California Rules of Court 3.766 and
26 3.769, and constituted the best notice practicable under the circumstances, by providing
27 individual and adequate notice of the proceedings and of the matters set forth therein to Class
28 Members. The Class Notice fully satisfied the requirements of due process and provided

1 sufficient notice to all persons entitled thereto.

2 10. The Court finds that the Gross Settlement Amount, the Net Settlement Amount,
3 and the methodology used to calculate settlement payments to Participating Class Members and
4 Aggrieved Employees are fair and reasonable. The Court thus authorizes the Administrator to
5 pay settlement allocations in accordance with the terms of the Settlement Agreement. Defendant
6 shall pay into a common fund the total of \$1,127,610.00 (the “Gross Settlement Amount”) to
7 resolve this Litigation. (Settlement Agreement, ¶ 1.22.) Defendant shall fund the Gross
8 Settlement Amount, and also separately fund the amounts necessary to fully pay Defendant’s
9 share of payroll taxes on the wage portion of Individual Class Payments as calculated by the
10 Administrator, by transmitting these funds to the Administrator no later than 15 days after the
11 Effective Date, as that term is defined in the Settlement Agreement. (Settlement Agreement, ¶¶
12 3.1, 4.3.)

13 11. Payments to Class Members shall be distributed within 14 calendar days after the
14 above funding and in accordance with the terms of the Settlement Agreement. (Settlement
15 Agreement, ¶ 4.4.)

16 12. A total amount of \$100,000.00 shall be allocated to penalties under the Private
17 Attorneys General Act of 2004 (“PAGA”), and distributed as follows: 25% (i.e., \$25,000.00) to
18 Aggrieved Employees and 75% (i.e., \$75,000.00) to the LWDA. (Settlement Agreement, ¶
19 1.34.) The LWDA’s claims for civil penalties pursuant to PAGA are hereby extinguished.

20 13. The Court confirms the appointment of Silvia Perez as the Class Representative.
21 In addition to any recovery that Plaintiff is eligible to receive under the Settlement Agreement
22 as a Participating Class Member and/or Aggrieved Employee, the Court approves and orders a
23 service payment in the amount of \$7,500.00 from the Gross Settlement Amount to Plaintiff for
24 her role and service as the Class Representative, for the risks and work attendant to that role,
25 and for her general release of claims, known and unknown, and waiver of Section 1542 rights.
26 (Settlement Agreement, ¶¶ 3.2.1, 5.1.1.)

27 14. The Court confirms the appointment of Moon & Yang, APC as Class Counsel, as
28 they are experienced in wage-and-hour class action litigation, have no conflicts of interest with

1 Plaintiff or other Class Members, and have adequately represented Class interests. The Court
2 approves and orders the payment to Class Counsel from the Gross Settlement Amount for
3 reasonable attorneys' fees not to exceed 33 and 1/3% of the Gross Settlement Amount (i.e.,
4 \$375,870), as well as \$16,606.87 for reimbursement of costs actually incurred in litigation
5 expenses. (Settlement Agreement, ¶ 3.2.2.) The Court finds that these amounts are reasonable
6 in light of the benefits provided to the Class.

7 15. The Court confirms the appointment of ILYM Group, Inc. as the Settlement
8 Administrator. The Administrator has fulfilled its initial notice and reporting duties owed under
9 the Settlement Agreement. The Court approves and orders the payment of \$14,500.00 from the
10 Gross Settlement Amount to ILYM Group, Inc., in accordance with its "not to exceed" bid, for
11 the costs of settlement administration. (Settlement Agreement, ¶ 3.2.3.)

12 16. In accordance with California Rule of Court 3.771(b), notice of this Final Order and
13 concurrently filed Judgment will be given to the Class by the Administrator who will post the final
14 Order and Judgment on an internet website maintained by the Administrator for a period of not
15 less than 90 days after the Final Order and Judgment are entered. (Settlement Agreement, ¶ 7.8.1.)
16 The address of that website was included in the Notice. (Settlement Agreement, Exh. A, page
17 7.)

18 17. This Final Order and concurrently filed Judgment are intended to be a final
19 disposition of the Litigation in its entirety and are intended to be immediately appealable.

20 18. Following entry of Judgment, the Court shall retain jurisdiction over the Parties,
21 Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment,
22 (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters
23 as are permitted by law. (Settlement Agreement, ¶ 10.3.)

24 19. The Settlement Agreement is finally approved but is not an admission by Defendant
25 of the validity of any claims in this Litigation, or of any wrongdoing by Defendant or of any
26 violation of law. Neither the Settlement Agreement nor any related document shall be offered or
27 received in evidence in any civil, criminal, or administrative action or proceeding other than such
28 proceedings as may be necessary to consummate or enforce the Settlement Agreement. The

obligations set forth in the Settlement Agreement are deemed part of this Order, and the Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

20. The Court sets a Non-Appearence Hearing (Case Review) re: Distribution on 4/17/2024 at 4:30 PM, 2024 at _____ a.m. in Department 12. Class Counsel is ordered to file a final report and declaration by the Settlement Administrator regarding settlement distribution no later than 4/10/2024. No appearance is required at the Case Review if the Settlement Administrator's declaration filed prior to the hearing reports that all the distributions under the Settlement Agreement are complete.

IT IS SO ORDERED.

DATED: 07/10/2023



A handwritten signature in black ink that reads "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge

Hon. Carolyn B. Kuhl
Judge of the Los Angeles County Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] FINAL ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by sending [] the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] [] as stated on the attached service list:

Katherine C. Denbleyker
Michael Witczak,
LEWIS BRISBOIS BISGAARD & SMITH LLP
633 West 5th Street; Suite 4000
Los Angeles, California 90071
Katherine.DenBleyker@lewisbrisbois.com
Michael.Witczak@lewisbrisbois.com

Attorney for Defendant TORN & GLASSER, INC.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **June 15, 2023** at Los Angeles, California.

Ivette Hernandez
Type or Print Name


Signature