

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Jacquelyne VanEmmerik (SBN 339338)
MOON LAW GROUP, P.C.
725 South Figueroa Street, 31st Floor
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 Plaintiffs,
Mercedes Quintanilla and Adriana Flores

Attorneys for Plaintiff,
Miguel Sanchez Martinez, on following page.

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

MERCEDES QUINTANILLA, ADRIANA
FLORES, and MIGUEL SANCHEZ MARTINEZ
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

CHROME HEARTS LLC, a limited liability
company; CHROME HEARTS FACTORY LLC,
a limited liability company; CHROME HEARTS
HOLDINGS LLC, a limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 21STCV41380
Consolidated with Case No.: 21STCV44239

[Honorable Elihu M. Berle, Department 6]

**~~AMENDED PROPOSED~~ ORDER AND
JUDGMENT GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

FINAL APPROVAL HEARING

Date: July 15, 2024

Time: 10:00 a.m.

Department: 6

Complaint Filed: November 10, 2021

Trial Date: Not Set

FILED

Superior Court of California
County of Los Angeles

07/17/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Fregoso Deputy

1 David Bibiyan (SBN 287811)
2 Vedang J. Patel (SBN 328647)
3 **BIBIYAN LAW GROUP, P.C.**
4 8484 Wilshire Boulevard, Suite 500
5 Beverly Hills, California 90211
6 Telephone: (310) 438-5555
7 Fax: (310) 300-1705
8 Email: david@tomorrowlaw.com
9 Email: vedang@tomorrowlaw.com

10 *Attorneys for Plaintiff,*
11 *Miguel Sanchez Martinez*
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 The Court issued an Order Granting Plaintiffs Mercedes Quintanilla, Adriana Flores, and
2 Miguel Sanchez Martinez’s Motion for Preliminary Approval of Class and PAGA Action Settlement
3 on January 30, 2024. Plaintiffs Mercedes Quintanilla, Adriana Flores, and Miguel Sanchez Martinez
4 (“Plaintiffs”) now seek an Order and Judgment Granting Final Approval of the same Joint Stipulation
5 of Class and PAGA Action Settlement ("Settlement") between Plaintiffs and Defendants Chrome
6 Hearts LLC, Chrome Hearts Factory LLC, Chrome Hearts Holdings LLC, Chrome Hearts Trading,
7 Inc., and Chrome Hearts International Distribution LLC (“Defendants”), attached to the Declaration
8 of Kane Moon in Support of Plaintiffs’ Motion for Final Approval of Class and PAGA Action
9 Settlement as **Exhibit 3**.

10 The Court, having considered Plaintiffs’ Notice of Motion and Motion for Final Approval of
11 Class and PAGA Action Settlement (“Motion”), the supporting Declarations and Exhibits therein,
12 Plaintiffs’ Supplemental Briefing In Support of Motion, the records and files in the Action, and the
13 absence of any written objections to the Settlement; and good cause appearing, **HEREBY**
14 **ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

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

17 The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, all Participating
18 Class Members, all Aggrieved Employees, and Defendants.

19 The Settlement appears to have been made and entered into in good faith and is hereby
20 approved, subject to any limitations on the requested fees and payments as set forth below.

21 For purposes of effectuating the Settlement, the following Class is hereby certified: all non-
22 exempt employees of Defendants who worked in California from January 1, 2021, to June 30, 2023.
23 *Settlement*, ¶¶ 2.5, 2.12; *Declaration of Kane Moon* (“*Moon Decl.*”), ¶ 20(e), Footnotes 1 and 2.

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

26 No Class Members have objected to the terms of the Settlement, and two Class Members
27 have requested exclusion from the Settlement: Emma Finkelstein and Sakura Smith. *Declaration of*
28 *Nathalie Hernandez*, ¶¶ 11, 12.

1 Plaintiffs, all Participating Class Members, and all Aggrieved Employees shall have, by
2 operation of this Final Order and Judgment, fully, finally and forever released, relinquished, and
3 discharged all Released Parties from all Released Class Claims and Released PAGA Claims upon
4 Defendants' payment of all sums due pursuant to the Settlement, and except as to such rights or
5 claims as may be created by the Settlement, as stated in the Settlement and reproduced here:

- 6 1. **Released Parties** means Defendants and each of their former and present directors,
7 officers, shareholders, owners, members, attorneys, insurers, predecessors,
8 successors, assigns, subsidiaries, affiliates, managers, employees, agents,
9 representatives, partners, investors, administrators, parent companies, DBAs,
10 divisions, and joint venturers. *Settlement*, ¶ 2.37.
- 11 2. **Released Class Claims** means all claims that were alleged, or reasonably could have
12 been alleged, in the Operative Complaint, that arose during the Class Period
13 including with respect to the following claims: (a) failure to pay all overtime wages
14 owed; (b) failure to pay minimum wages owed; (c) failure to provide meal periods, or
15 premium pay for non-compliant meal periods; (d) failure to authorize and permit rest
16 periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate,
17 itemized wage statements and maintain payroll records; (f) failure to pay all wages
18 due upon separation of employment; (g) failure to reimburse for necessary business
19 expenses; (h) all claims under California Business & Professions Code § 17200 for
20 unfair business practices that could have been premised on the facts, claims, causes
21 of action or legal theories described above; (i) failure to pay any owed vacation; (j)
22 violation of or claims under the following sections of the California Labor Code
23 sections 201, 202, 203, 204, 206, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 1174,
24 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2699.5, 2802; and (k) violation of the
25 California Industrial Wage Orders that could have been premised on the facts, claims,
26 causes of action or legal theories described above, as well as any potential penalties,
27 interest or attorneys' fees associated with all of such causes of action under
28 California law. *Settlement*, ¶¶ 2.35, 5.2.

1 3. **Released PAGA Claims** means all claims demands, rights, liabilities and causes of
2 action under the California Labor Code Private Attorneys General Act that were
3 alleged, or reasonably could have been alleged, based on the claims asserted in the
4 Operative Complaint or Plaintiffs' Amended Notice of Labor Code Violations and
5 PAGA Penalties arising during or with respect to the PAGA Period. *Settlement*, ¶¶
6 2.36, 5.3.

7 4. **Plaintiffs' Release** means In addition to the Released Class Claims and Released
8 PAGA Claims described below, Plaintiffs and their respective former and present
9 spouses, representatives, agents, attorneys, heirs, administrators, successors, and
10 assigns generally, release and discharge Released Parties from all claims, demands,
11 rights, liabilities and causes of action of every nature and description whatsoever,
12 whether known or unknown, asserted or that might have been asserted, whether in tort,
13 contract, or for violation of any state or federal statute, rule, law or regulation arising
14 out of, relating to, or in connection with any act or omission of the Released Parties
15 through the date of full execution of this Settlement Agreement in connection with his
16 or her employment or the termination thereof. *Settlement*, ¶ 5.1.

17 5. **Effective Date** means the date on which both of the following have occurred: (a) the
18 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and
19 (b) the Judgment is final. The Judgment is final as of the latest of the following
20 occurrences: (a) if no Settlement Class Member objects to the Settlement, the day the
21 Court enters Judgment; (b) if one or more Settlement Class Members object to the
22 Settlement, the day after the deadline for filing a notice of appeal from the Judgment;
23 or (c) if a timely appeal from the Judgment is filed, the day after the appellate court
24 affirms the Judgment and issues a remittitur. *Settlement*, ¶ 2.18.

25 The Gross Settlement Amount and methodology used to calculate and pay the Individual Class
26 Payments and Individual PAGA Payments are fair and reasonable. The Administrator is authorized to
27 pay the Individual Class Payments and Individual PAGA Payments to Participating Class Members
28 and Aggrieved Employees in accordance with the terms of the Settlement.

1 Defendants shall pay a total of \$883,870.79 to resolve the Action. *Moon Decl.*, ¶ 20(k),
2 Footnote 4; *Settlement*, ¶¶ 3.1, 8. Defendants will remit the Gross Settlement Amount and the
3 amounts necessary to fully pay their share of payroll taxes to the Administrator no later than thirty
4 (30) days after the Effective Date. *Settlement*, ¶ 4.2. The Administrator shall distribute all payments
5 from the Gross Settlement Amount no later than fourteen (14) days after receiving the Gross
6 Settlement Amount in full. *Settlement*, ¶ 4.3.

7 From the Gross Settlement Amount, a PAGA Settlement Payment of \$40,000.00 shall be paid
8 to the California Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees.
9 The LWDA shall receive 75% of the PAGA Settlement Payment, or \$30,000.00, and the Aggrieved
10 Employees shall receive 25% of the PAGA Settlement Payment, or \$10,000.00, pursuant to the
11 California Private Attorneys General Act of 2004, *Labor Code* sections 2698, *et. seq.* *Settlement*, ¶
12 2.32.

13 From the Gross Settlement Amount, three Class Representative Service Payments in the
14 amounts of \$7,500.00 shall be paid to Plaintiffs Mercedes Quintanilla, Adriana Flores, and Miguel
15 Sanchez Martinez for their service to the Class and general release of claims. *Settlement*, ¶¶ 2.13, 5.1.
16 Mercedes Quintanilla, Adriana Flores, and Miguel Sanchez Martinez are hereby confirmed as Class
17 Representatives.

18 From the Gross Settlement Amount, a Class Counsel Fees Payment equal to one-third of the
19 Gross Settlement Amount, or in the amount of \$294,623.60, and Class Counsel Litigation Expenses
20 Payment in the amount of \$14,798.97 shall be paid to Class Counsel for their reasonable fees and
21 actual costs incurred in furtherance of the Action. *Settlement*, ¶¶ 2.7, 2.8, 3.2.2; *Moon Decl.*, Exh. 6
22 (*less the \$750.00 Administration Fee*); *Declaration of David Bibiyan*, ¶ 17. The fees and costs shall
23 be distributed to Class Counsel as set forth in the Settlement. The Court finds that these fees are
24 reasonable in light of the benefit provided to the Class. Moon Law Group, P.C. and Bibiyan Law
25 Group, P.C. are hereby confirmed as Class Counsel.

26 From the Gross Settlement Amount, an Administration Expenses Payment in the amount of
27 \$12,890.00 shall be paid to the designated Administrator, ILYM Group, Inc. *Settlement*, ¶¶ 2.2, 2.3,
28 3.2.3; *Moon Decl.*, Exh. 5.

1 The Notice provided to the Class conforms with the requirements of *California Rules of*
2 *Court* rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
3 providing individual notice to all Class Members who could be identified through reasonable effort
4 and due and adequate notice of the proceedings and matters set forth therein to the Class Members.
5 The Notice fully satisfies the requirements of Due Process.

6 The Parties are ordered to have notice of this Final Order and Judgment sent to all
7 Participating Class Members and Aggrieved Employees in accordance with California Rules of Court
8 section 3.771(b), along with the Individual Class Payments and Individual PAGA Payments issued
9 via First Class U.S. Mail to their last known addresses and to the LWDA, pursuant to Labor Code
10 section 2699(1). *Settlement*, ¶¶ 4.3.1.

11 The Court shall retain jurisdiction with respect to all matters related to the administration and
12 consummation of the Settlement and any and all claims asserted in, arising out of, or related to the
13 subject matter of the Action, including, but not limited to, all matters related to the Settlement and the
14 determination of all controversies relating thereto. *Settlement*, ¶ 10.3.

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

17 Plaintiffs' Motion is hereby granted, and the Court directs that Judgment shall be entered in
18 accordance with the terms of this Order.

19 The Court schedules a Compliance Hearing Re: Distribution for March 7, 2025, at 8:30 a.m.,
20 in Department 6. Class Counsel are ordered to file a Final Report and Declaration on behalf of the
21 Administrator regarding distribution no later than February 24, 2025.

22 **IT IS SO ORDERED.**

23 DATE: 07/17/2024



24 **Elihu M. Berle**

25 Honorable Elihu M. Berle, Judge of the Superior Court of
26 California for the County of Los Angeles
27 **Elihu M. Berle / Judge**
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 and
4 not a party to the within action; my business address is 1055 West Seventh Street, Suite 1880, Los
Angeles, California 90017. On **July 15, 2024**, I served the foregoing document described as:

5 **AMENDED [PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFFS'**
6 **MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION**
7 **SETTLEMENT**

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

Bibiyan Law Group, P.C. David Bibiyan, Esq. (david@tomorrowlaw.com) Sarah Cohen, Esq. (sarah@tomorrowlaw.com) Brad Fagnani, Esq. (brad@tomorrowlaw.com) Henry Glitz, Esq. (henry@tomorrowlaw.com) Andrew Magaline, Esq. (andrew@tomorrowlaw.com) Ariella Mehrzadi, Esq. (ariella@tomorrowlaw.com) Beverly Hills, CA 90211 Phone: (310) 438-5555 Fax: (310) 300-1705 <i>Attorneys for Plaintiff Miguel Sanchez Martinez</i>	Jackson Lewis P.C. Nicole Shaffer, Esq. (nicole.shaffer@jacksonlewis.com) 200 Spectrum Center Drive, Suite 500 Irvine, CA 92618 Phone: (949) 885-1360 Fax: (949) 885-1380 <i>Attorneys for Defendants</i>
---	--

17
18 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties
19 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
20 **CASEANYWHERE.**

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

22 Executed this, **July 15, 2024** at Los Angeles, California.

23
24 Steven Delgado
Type or Print Name

/s/ Steven Delgado
Signature