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FILED
Superior Court of California
County of Los Angeles
01/15/2025

David W. Slayton, Executive Officer / Clerk of Court
By: N. Navarro Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MICHELE LEWANA EVANS and MELODY
SPOUSE, individually, and on behalf of all
others similarly situated,

Plaintiff,

vs.

DOWNTOWN WOMEN'S CENTER, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 22STCV06578

[Assigned to Hon. Laura A. Seigle, Dept. 17]

CLASS ACTION

**~~[PROPOSED]~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: January 15, 2025
Time: 9:00 a.m.
Courtroom: Dept. 17
Judge: Hon. Laura A. Seigle

Complaint Filed: February 23, 2022
Trial: None Yet Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

This matter came on for hearing on January 15, 2025, upon Plaintiffs' Motion for Final Approval of the proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (the "Agreement"). (*See* Declaration of H. Scott Leviant in Support of Plaintiff's Motion for Final Approval of Class and Representative Action Settlement ["Leviant Decl."], at Exh. 1.)

After reviewing the Agreement, the Notice, having reviewed the entire record on this action, having heard the argument of Counsel for respective Parties, and good cause appearing, the Court Orders as follows:

1. To the extent defined in the Agreement, the terms in this Order shall have the meanings set forth therein.

2. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the action. The Court finds that the risks of further prosecution are substantial.

3. Under the terms of the Settlement, the proposed monetary terms are as follows:

GSA AND ESTIMATED/REQUESTED DEDUCTIONS	AMOUNT
Gross Settlement Amount ("GSA")	\$200,000 (employer-side taxes separate)
Settlement Administration (bid amount)	\$9,300.00
Requested Attorney's Fees (one-third of GSA)	\$66,666.67
Requested Costs (not to exceed \$37,500.00)	\$37,500.00
PAGA Penalty Allocation	\$20,000.00
Requested Enhancements (\$7,500.00 per Plaintiff)	\$15,000.00
Estimated Net Settlement Amount	\$51,533.33

1 The awards approved by the Court are set forth below.

2 4. The Parties' Settlement is granted final approval as it meets the criteria for final
3 settlement approval. In granting final approval of the class action settlement the Court has considered
4 the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba*
5 *v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th
6 706 (2006). The Court finds that the terms of the proposed class action Settlement are fair, reasonable,
7 and adequate, pursuant to Code of Civil Procedure § 382. The settlement falls within the range of
8 possible approval as fair, adequate and reasonable, and appears to be the product of arm's-length and
9 informed negotiations and to treat all Class Members fairly. The Settlement Class meets the
10 requirements for conditional certification for settlement purposes only under Code of Civil Procedure §
11 382.

12 5. The Class Notice provided to the Settlement Class conforms with the requirements of
13 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and
14 United States Constitutions, and any other applicable law, and constitutes the best notice practicable
15 under the circumstances, by providing individual notice to all Class Members who could be identified
16 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
17 matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements
18 of due process.

19 6. The following persons are certified as Class Members solely for the purpose of entering
20 a settlement in this matter:

21 All individuals employed at any time during the Class Period as non-exempt employees
22 of DWC in California, excluding participants in the LA:RISE program, who received
23 bonuses and whose regular rate of pay was used for purposes of calculating overtime
24 pay, meal period premiums or rest period premiums (the "Class Period" is February 23,
2018, to July 9, 2024). "Participating Class Member" means a Class Member who does
not submit a valid and timely Request for Exclusion from the Class portion of the
Settlement. (Settlement, ¶¶ 1.5, 1.9, 1.12, 1.34.)

25 One Class Member identified as follows requested exclusion from the Class: Lorilyn M. Luong. All
26 other Class Members are Participating Class Members and are bound by the Final Approval Order and
27 Judgment in the Action.
28

1 7. Plaintiffs Michele Lewana Evans and Melody Sprouse are appointed as the Class
2 Representatives. The Court finds Plaintiffs' counsel are adequate, as they are experienced in wage and
3 hour class action litigation and have no conflicts of interest with absent Class Members, and that they
4 adequately represented the interests of absent class members in the Litigation. Kane Moon, H. Scott
5 Leviant, and Mariam Ghazaryan, of Moon Law Group, PC, are appointed Class Counsel.

6 8. All Class Members who worked at any time during February 19, 2021, to July 9, 2024,
7 are "Aggrieved Employees" for purposes of distributing the \$5,000.00 as Individual PAGA Payments.
8 Class Members cannot opt out of the release of the PAGA claims and will therefore receive a share of
9 the \$5,000.00, irrespective of whether they are Participating Class Members.

10 9. The Court appoints Apex Class Action to act as the Settlement Administrator, pursuant
11 to the terms set forth in the Agreement.

12 10. Upon entry of this Final Approval Order and the Judgment, funding of the Settlement and
13 compensation to the Class Members shall be implemented pursuant to the terms of the Settlement and
14 this Final Approval Order.

15 11. In addition to any recovery that Plaintiff may receive under the Settlement as a Class
16 Member, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court hereby
17 approves the payment of a Class Representative Enhancement Payment to Plaintiffs in the amount of
18 **\$15,000.00**, allocated as \$7,500.00 per Plaintiff.

19 12. The Court approves the payment of attorneys' fees to Class Counsel in the total amount
20 of **\$66,666.67**. Litigation expenses in the amount of **\$37,500.00** to Class Counsel are approved by the
21 Court.

22 13. The Court approves and orders payment in the amount of **\$9,300.00** to Apex Class
23 Action, for performance of its services as the Settlement Administrator.

24 14. Upon completion of administration of the Settlement, the Parties shall file a declaration
25 stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement
26 have been completed.

1 15. The Court sets a non-appearance case review regarding compliance with all fund
2 distribution requirements under the Settlement for January 29, 2026 at 8:30 a.m., at _____, in
3 Dept. 17 of the above-entitled Court. A Final Report, including any declaration from the Settlement
4 Administrator regarding compliance, shall be filed with the Court no later than
5 January 27, 2026.

6 16. The Court approves and orders payment in the amount of **\$15,000.00** to the Labor and
7 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
8 General Act of 2004 (Labor Code § 2698 *et seq.*).

9 17. Once Defendants fully funds the Settlement by paying all amounts due under the
10 Agreement and this Order, the Class Representatives and each Putative Class Member will release Class
11 claims as follows:

12 All Participating Class Members, on behalf of themselves and their respective former
13 and present representatives, agents, attorneys, heirs, administrators, successors, and
14 assigns, release Released Parties from all claims, known or unknown, that were alleged,
15 or reasonably could have been alleged, based on facts stated in the Second Amended
16 Complaint (“SAC”), known or unknown, for any type of relief against DWC that
17 occurred during the Class Period, including claims for: (i) meal and rest break violations
18 or premium payments in lieu thereof; (ii) failure to pay earned wages for all hours
worked, including minimum wages or overtime wages; (iii) failure to pay wages timely
during employment and upon termination; (iv) failure to reimburse employees for
required expenses; (v) failure to furnish accurate wage statements; (vi) failure to
indemnify necessary business expenses (vii) unfair business practices relating to or
arising out of any of the foregoing; and (viii) to the extent not covered above, any and
all claims reasonably arising out of the SAC.

19 Except as expressly set forth in [the] Agreement, Participating Class Members do not
20 release any other claims, including claims for vested benefits, wrongful termination,
21 violation of the Fair Employment and Housing Act, unemployment insurance,
disability, social security, workers’ compensation, and/or claims based on facts
occurring outside the Class Period.

22 (Agreement, ¶¶ 1.38, 5.2.)

23 18. Once Defendants fully funds the Settlement by paying all amounts due under the
24 Agreement and this Order, the Aggrieved Employees will release PAGA claims as follows:

25 All Aggrieved Employees and the LDWA are deemed to release, on behalf of
26 themselves and their respective former and present representatives, agents, attorneys,
27 heirs, administrators, successors, assigns and the State of California, the Released
28 Parties from all claims for PAGA penalties, known or unknown, that were alleged, or
reasonably could have been alleged, based on the facts stated in the SAC and the PAGA
Notice that occurred during the PAGA Period. (“Released PAGA Claims”)

1 The Released PAGA Claims do not include claims for vested benefits, wrongful
2 termination, discrimination, unemployment insurance, disability, social security,
3 worker's compensation, and/or claims outside of the PAGA Period.

4 (Agreement, ¶¶ 1.39, 5.3.)

5 19. The Parties are ordered to give notice of this final Order and Judgment to the LWDA,
6 pursuant to Labor Code § 2699(1)(3).

7 20. The Court hereby directs the Parties to effectuate the terms of the Settlement as set forth
8 in the Agreement.

9 21. The Court retains jurisdiction to consider all further applications arising out of or in
10 connection with the settlement.

11 22. Pursuant to California Rules of Court, Rule 3.771(b), the Settlement Administrator shall
12 give notice to the Class of the entry of this Order, and any final judgment entered in this Action, by
13 posting it on its website.

14 **IT IS SO ORDERED.**

15
16 Dated: 01/15/2025



17 *Laura A. Seigle*

18 Hon. Laura A. Seigle
19 LOS ANGELES SUPERIOR COURT JUDGE
20 Laura A. Seigle / Judge
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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 725 S. Figueroa St., Suite 3100, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS 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 Forster
katherine.forster@mto.com
Erica Toooh
erica.toooh@mto.com
MUNGER, TOLLES & OLSON LLP
350 South Grand Avenue, Fiftieth Floor
Los Angeles, California 90071-3426
Facsimile: (213) 687-3702

Attorneys for Defendant DOWNTOWN
WOMEN'S CENTER

☒ **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 did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **December 20, 2024** at Los Angeles, California.

H. Scott Leviant

Type or Print Name



Signature