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Attorneys for Plaintiff, JONATHAN ELIAS,
on behalf of himself and all others similarly situated,

Additional Plaintiffs' Counsel on Next Page

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JONATHAN ELIAS, on behalf of himself
and all other similarly situated aggrieved
employees,

Plaintiffs,

v.

TMONE, LLC d/b/a "Mass Markets, Inc.," a
Delaware limited liability company;
MARLOWE COMPANIES INC. also
known as "MCI" d/b/a "Mass Markets,
Inc.," a California entity, form unknown;
and DOES 1 to 10, inclusive,

Defendants.

CLASS ACTION

Case No.: 37-2022-00032324-CU-OE-CTL

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

Final Approval Hearing:

Date: January 17, 2025

Time: 8:30 a.m.

Dept: C-74

Honorable Blaine K. Bowman
Department C-74

Action filed: August 12, 2022
Trial Date: None Set

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Additional Counsel for Plaintiffs:

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Attorneys for Plaintiff GRACIE RODRIGUEZ, on
behalf of herself and all others similarly situated

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1 The Parties reached a settlement subject to Court approval as represented in the Joint
2 Stipulation of Class Action and PAGA Settlement (“Settlement Agreement”) filed with this
3 Court. On January 17, 2025, this Court conducted a Final Settlement Fairness Hearing pursuant
4 to Rule 3.769 of the California Rules of Court and this Court’s previous Order after the hearing
5 on June 28, 2024, by Plaintiffs for Preliminary Approval of Class Settlement (the “Preliminary
6 Approval Order”) entered herein on July 19, 2024. The Final Approval Motion was unopposed
7 by Defendants TM One, LLC dba “Mass Markets, Inc.” and Marlowe Companies Inc. also known
8 as “MCI” dba “Mass Markets, Inc.” (“Defendants”). Due and adequate notice having been given
9 to the Settlement Class as required in said Preliminary Approval Order, and the Court having
10 considered all papers filed and proceedings had herein and otherwise been fully informed in the
11 matter, and good cause appearing therefor hereby orders:

12 1. The Court grants final approval of the Settlement Agreement.

13 2. For the reasons set forth in the Preliminary Approval Order, which are adopted
14 and incorporated herein by reference, this Court finds that the applicable requirements of the
15 California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court
16 have been satisfied with respect to the Class and the proposed Settlement. The Court hereby
17 makes final its earlier provisional certification of the Class, as set forth in the Preliminary
18 Approval Order.

19 3. This Order and Judgment Granting Final Approval of Class Action Settlement
20 hereby adopts and incorporates by reference the terms and conditions of the parties’ Settlement
21 Agreement, together with the definitions of terms used and contained therein.

22 4. The Court finds that it has jurisdiction over the subject matter of the Class Action
23 and over all parties to the Class Action, including all members of the Settlement Class.

24 5. The Class Notice given to the Class Members fully and accurately informed the
25 Class Members of all material elements of the proposed Settlement and of their opportunity to
26 object to or comment thereon; was the best notice practicable under the circumstances; was
27 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
28 State of California, the United States Constitution, due process, and other applicable law. The

1 Class Notice fairly and adequately described the Settlement and provided Class Members
2 adequate instructions and a variety of means to obtain additional information; provided Class
3 Members with a full opportunity and the means to seek exclusion; and described to Class
4 Members the consequences of remaining in the action as opposed to seeking exclusion. A full
5 opportunity has been afforded to the Class Members to participate in the Final Approval
6 Hearing, and all Class Members and other persons wishing to be heard have been heard.
7 Accordingly, the Court determines that all Class Members are bound by this Order and
8 Judgment. There are: zero (0) opt outs following a full and fair opportunity to do so; and zero
9 (0) timely objections to this settlement following a full and fair opportunity to participate in the
10 Final Approval Hearing.

11 6. The Court finds that the instant Action presented a good faith dispute of the
12 claims alleged, and the Court finds in favor of settlement approval. Specifically, the claims on
13 behalf of the Class Members included the alleged (1) Failure To Pay Overtime Wages At The
14 Legal Overtime Pay Rate; (2) Failure To Pay All Wages; (3) Failure to Provide All Meal Periods;
15 (4) Failure to Authorize and Permit All Paid Rest Periods; (5) Violations of Labor Code §226.2
16 Regarding Rest Periods ; (6) Failure to Pay Premium Wages At The Legal pay Rate; (7) Violations
17 of Labor Code §§ 201-202; (8) Independent Failure To Timely Furnish Accurate Itemized Wage
18 Statements; (9) Derivative Failure To Timely Furnish Accurate Itemized Wage Statements; (10)
19 claims for civil penalties under the California Private Attorneys General Act of 2004 (“PAGA”);
20 and (11) Unfair Business Practices.

21 7. The Court has considered all relevant factors for determining the fairness of the
22 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
23 particular, the Court finds that the Settlement was reached following meaningful discovery and
24 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
25 adversarial, and arm’s-length negotiations between the Parties; and that the terms of the
26 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
27 considered all evidence presented, including evidence regarding the strength of the Plaintiffs’
28 case; the risk, expense, and complexity of the claims presented; the likely duration of further

1 litigation and appeal; the amount offered in Settlement; the extent of investigation and discovery
2 completed; and the experience and views of Class Counsel. Accordingly, the Court hereby
3 approves the settlement as set forth in the Settlement Agreement and expressly finds that said
4 Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire
5 Settlement Class and hereby directs implementation of all remaining terms, conditions, and
6 provisions of the Settlement Agreement.

7 8. For purposes of effectuating this Order and Judgment (including the Released
8 Claims), this Court certifies and binds the following Settlement Class for settlement purposes
9 only: All hourly-paid, non-exempt Call Center employees employed by Defendants in the State
10 of California during the Class Period (defined as August 12, 2018, through May 31, 2024).

11 9. With respect to the Settlement Class and for purposes of approving this
12 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
13 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
14 fact common to the Class Members, and there is a well-defined community of interest among the
15 Class Members with respect to the subject matter of the Action; (c) the claims of the Class
16 Representatives are typical of the claims of the Class Members; (d) the Class Representatives
17 have fairly and adequately protected the interests of the Class Members; (e) a class action is
18 superior to other available methods for an efficient adjudication of this controversy; and (f) Class
19 Counsel are qualified to serve as counsel for the Plaintiffs in their individual and representative
20 capacities and for the Settlement Class.

21 10. The Court hereby approves attorneys' fees to Class Counsel in the amount of
22 \$93,333.33 and reimbursement of costs of \$19,371.89, as compensation for all attorney time
23 spent on this matter from inception through and including the final Settlement Fairness Hearing
24 and all other work related to this case and all costs, as these requests are fair and reasonable.
25 Payment of costs to the Settlement Administrator in the amount of \$13,000 is hereby approved as
26 fair and reasonable. No other costs or fees relief shall be awarded, either against Defendants or
27 any other of the Released Parties, as defined in the Settlement Agreement.

28 11. The Court hereby approves Service Payments to the Class Representatives in the

1 amount of \$10,000 to Plaintiff Jonathan Elias and \$10,000 to Plaintiff Gracie Rodriguez. Named
2 Plaintiffs' Service Payments are approved in consideration and exchange for their contribution to
3 the Class, risks incurred, stigma, execution of a general release and all other factors presented to
4 the Court. The Court finds this request fair and reasonable.

5 12. The Court hereby approves a PAGA penalty of \$10,000 with \$7,500 payable to
6 the Labor Workforce Development Agency (LWDA), as this request is fair and reasonable.

7 13. Upon entry of Judgment by the Court in accordance with the Stipulation of
8 Settlement, Plaintiffs and the Class Members shall fully and finally release and discharge the
9 Releasees from the claims released in the Settlement.

10 14. The Court further confirms and finds that nothing contained in the Settlement
11 Agreement, the Preliminary Approval Order, this Final Approval Order and Judgment, or any
12 other Order entered in this action shall in any way or manner constitute an admission or
13 determination of liability by or against Defendants and their agents, officers, employees,
14 directors, owners, subsidiaries, affiliates, and parent companies, with respect to any of the claims
15 and causes of action asserted by the Settlement Class or any member thereof, and shall not be
16 offered in evidence in any action or proceeding against Defendants, or any other Released Parties
17 in any court, administrative agency, or other tribunal for any purpose whatsoever, other than to
18 the extent necessary to enforce the provisions of the Settlement Agreement or this Order. This
19 paragraph shall not, however, diminish or otherwise affect the obligation, responsibilities, or
20 duties of the Defendants under the Settlement Agreement and this Final Order and Judgment.

21 15. By operation of the entry of this Order and Judgment, as of the Effective Date, the
22 parties and Settlement Class Members are ordered to perform their respective duties and
23 obligations under the Settlement.

24 16. If the Settlement does not become final and effective in accord with the terms of
25 the Settlement Agreement, then this Final Order and Judgment shall be rendered null and void
26 and shall be vacated and, in such event, all orders entered, including but not limited to all
27 releases delivered in connection herewith, shall be null and void.

28 17. The Court finds that the Settlement Amount is fair, reasonable and adequate, and

awards the payments set forth below from the Settlement Amount:

A) \$93,333.33 to Class Counsel for attorney fees;

B) \$19,371.89 to Class Counsel for litigation costs and expenses;

C) \$20,000 to Plaintiffs as Service Payments (comprised of \$10,000 to Plaintiff Jonathan Elias and \$10,000 to Plaintiff Gracie Rodriguez);

D) \$10,000 for PAGA penalties, \$7,500 of which is paid to the California Labor and Workforce Development Agency ("LWDA") and \$2,500 to eligible aggrieved employees who were employed during the PAGA Period as set forth in the Settlement Agreement; and

E) After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Fund payable to the Settlement Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

JUDGMENT

This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). In accordance with, and for the reasons stated in, the Final Approval Order, judgment shall be entered whereby Named Plaintiffs and all Settlement Class Members shall take nothing from Defendants, except as expressly set forth in the Settlement Agreement, which was previously filed, as part of Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement.

Pursuant to California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Named Plaintiffs, Class Members, and Defendants, for the purposes of:

- (a) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the Judgment; and
- (b) supervising distribution of amounts paid under this Settlement.

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1 **IT IS SO ORDERED.**

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3 **Dated:** _____

4 **Honorable Blaine K. Bowman**
5 **Judge of the Superior Court**
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PROOF OF SERVICE

Rodriguez v. TMone, LLC dba Mass Markets, et al.
37-2022-00006663-CU-OE-CTL

[illegible]

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On December 23, 2024, I served the foregoing **[PROPOSED] FINAL ORDER AND JUDGMENT GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

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Attorneys for Plaintiff, JONATHAN ELIAS

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

3 Executed on December 23, 2024, at Los Angeles, California.

4
5 
6 Rebecca Padilla