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12 Attorneys for Plaintiff,
13 MARIA FERNANDA DIAZ TEJADA,
14 and all putative class members

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

17 MARIA FERNANDA DIAZ TEJADA, on
18 behalf of herself and others similarly situated

19 Plaintiff,

20 vs.

21 ALVO HOLDING INC., a California
22 Corporation and AV HOLDING INC., a
23 California Corporation, and DOES 1-50,
24 inclusive,

25 Defendant.

FILED
Superior Court of California
County of Los Angeles

10/10/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

Case No: 22STCV18671

CLASS-ACTION

**~~[PROPOSED]~~ ORDER GRANTING FINAL
APPROVAL TO CLASS ACTION
SETTLEMENT AND APPLICATION FOR
CLASS COUNSEL FEES, CLASS
COUNSEL COSTS, INCENTIVE AWARD,
SETTLEMENT ADMINISTRATION
COSTS; AND FINAL JUDGMENT
THEREON**

1 On October 10, 2023, a hearing was held on Plaintiff MARIA FERNANDA DIAZ
2 TEJADA's ("Plaintiff") Motion for Final Approval of the Class Action Settlement and Motion for
3 Class Counsel Fees, Class Counsel Costs, and Incentive Award, and Settlement Administration
4 Costs. Koul Law Firm appeared for Plaintiff and Ballard Rosenberg Golper & Savitt, LLP
5 appeared for Defendants ALVO HOLDING INC. and AV HOLDING INC. ("Defendants").

6 The Parties have submitted their Class Action Settlement Agreement (the "Agreement" or
7 "Settlement"), which this Court preliminarily approved (the "Preliminary Approval Order"). In
8 accordance with the Preliminary Approval Order, Class Members have been given adequate
9 notice of the terms of the Settlement and the opportunity to object to it or to exclude themselves
10 from it.

11 Having received and considered the Settlement, the supporting papers filed by the Parties,
12 and the evidence and argument received by the Court before entering the Preliminary Approval
13 Order and at the Final Approval Hearing, the Court grants final approval of the Settlement, enters
14 this Final Approval Order and Judgment, and HEREBY ORDERS and MAKES
15 DETERMINATIONS as follows:

16 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
17 Order and Judgment adopts all defined terms set forth in the Agreement.

18 2. For settlement purposes only, the Court grants certification of the Class. The Class
19 is defined as all current and/or former hourly non-exempt employees that worked for Defendants
20 within the period beginning June 7, 2018, and ending December 7, 2022 (the "Class Period").
21 "PAGA Members" is defined as all of Defendants' non-exempt, hourly employees who worked
22 for Defendants in California during the PAGA Period, which extends from April 21, 2021, until
23 December 7, 2022 (the "PAGA Period"). PAGA Members are a subset of the Class Members.

24 3. Pursuant to the Preliminary Approval Order, the Notice of Proposed Class Action
25 Settlement and Final Approval Hearing ("Class Notice") was sent to each Class Member in
26 English and Spanish by first-class mail. The Class Notice informed Class Members of the terms
27 of the Settlement, their right to receive an Individual Settlement Payment, their right to comment
28 on or object to the Settlement and/or the attorneys' fees and costs, their right to elect not to

1 participate in the Settlement, and their right to appear in person and/or by counsel at the Final
2 Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time
3 were provided by each of these procedures. The Court finds that zero employees objected to the
4 Settlement and zero employees opted out of the Settlement, yielding a 100% participation rate.

5 4. The Court finds and determines that this notice procedure afforded adequate
6 protections to Class Members and provides the basis for the Court to make an informed decision
7 regarding approval of the Settlement based on the responses of Class Members. The Court finds
8 and determines that the Class Notice was the best notice practicable, which satisfied the
9 requirements of law and due process.

10 5. For the reasons stated in the Preliminary Approval Order, the Court finds and
11 determines that the terms of the Settlement are fair, reasonable, and adequate to the Class and to
12 each Class Member and that the Participating Class Members and PAGA Members will be bound
13 by the Settlement, that the Settlement is ordered finally approved, and that all terms and
14 provisions of the Settlement should be and hereby are ordered to be consummated.

15 6. The Court finds and determines that the all-inclusive Gross Settlement Amount in
16 the amount of \$168,200 is fair and reasonable. The Court further finds and determines that the
17 Individual Settlement Payments to be paid to the Participating Class Members under the
18 Settlement are fair and reasonable. The Court hereby grants final approval to and orders the
19 payment of those amounts be distributed to the Participating Class Members out of the Gross
20 Settlement Amount in accordance with the Agreement.

21 7. The Court finds and determines that the Settlement Administration Costs for
22 administering the Settlement, in the amount of \$7,000 is fair and reasonable. The Court hereby
23 grants final approval to and orders that the payment of that amount be paid out of the Gross
24 Settlement Amount to the Settlement Administrator ILYM Group, Inc. in accordance with the
25 Agreement.

26 8. The Court finds and determines that the request by Plaintiff for an Incentive
27 Award is fair and reasonable and hereby orders that the requested payment in the amount of
28

1 \$7,500 be paid to Plaintiff MARIA FERNANDA DIAZ TEJADA out of the Gross Settlement
2 Amount.

3 9. The Court further finds and determines that the request by Class Counsel for Class
4 Counsel Attorneys' Fees is fair and reasonable and hereby orders that \$56,066.67 (i.e., one third
5 of the Gross Settlement Amount) be paid to Koul Law Firm and the Law Office of Sahag
6 Majarian, II, out of the Gross Settlement Amount.

7 10. The Court also finds and determines that the request by Class Counsel for actual
8 litigation costs is fair and reasonable and hereby orders that \$15,917.84 be paid to Class Counsel
9 out of the Gross Settlement Amount.

10 11. Effective on the date when Defendants fully fund the entire Gross Settlement
11 Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class
12 Payments, all Participating Class Members, on behalf of themselves and their respective former
13 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
14 release Released Parties from all claims that were alleged, or reasonably could have been alleged,
15 based on the Class Period facts stated in the Operative Complaint including but not limited to
16 claims for failure to pay for all hours worked including overtime, failure to timely pay all wages
17 owed, failure to provide rest breaks, failure to provide meal breaks, failure to provide accurate
18 itemized wage statements, and unlawful business practices. Except as set forth in Section 6.3 of
19 the Agreement, Participating Class Members do not release any other claims, including claims for
20 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
21 unemployment insurance, disability, social security, workers' compensation, or claims based on
22 facts occurring outside the Class Period.

23 12. Effective on the date when Defendants fully fund the entire Gross Settlement
24 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
25 Payments, all Aggrieved Employees are deemed to release, on behalf of themselves and their
26 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
27 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or
28 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative

1 Complaint and the PAGA Notice, including failure to pay for all hours worked including
2 overtime, failure to timely pay all wages owed, failure to provide rest breaks, failure to provide
3 meal breaks, failure to provide accurate itemized wage statements, and unlawful business
4 practices.

5 13. Pursuant to the terms of the Agreement, Plaintiff and her respective former and
6 present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns
7 generally, release and discharge Released Parties from all claims, transactions, or occurrences that
8 occurred during the Class Period, including, but not limited to: (a) all claims that were, or
9 reasonably could have been, alleged, based on the facts contained, in the Operative Complaint
10 and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts
11 contained in the Operative Complaint and Plaintiff's PAGA Notice ("Plaintiff's Release").
12 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any
13 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
14 workers' compensation benefits that arose at any time, or based on occurrences outside the Class
15 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
16 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
17 nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding
18 such different or additional facts or Plaintiff's discovery of them. For purposes of Plaintiff's
19 Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of
20 section 1542 of the California Civil Code, which reads:

21 **A general release does not extend to claims which the creditor or releasing**
22 **party does not know or suspect to exist in his or her favor at the time of**
23 **executing the release and that, if known by him or her, would have**
materially affected his or her settlement with the debtor or released party.

24 14. Nothing in this Order shall preclude any action to enforce the Parties' obligations
25 under the Settlement or under this Order, including the requirement that Defendants make
26 payment in accordance with the Agreement.

27 15. If, for any reason, the Settlement ultimately does not become Final (as defined by
28 the Settlement), this Final Approval Order will be vacated; the Parties will return to their

1 respective positions in the Action as those positions existed immediately before the Parties
2 executed the Agreement; and nothing stated in the Agreement or any other papers filed with this
3 Court in connection with the Settlement will be deemed an admission of any kind by any of the
4 Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in
5 the Action or in any other action.

6 16. The Parties entered into the Settlement solely for the purpose of compromising and
7 settling disputed claims. Defendants in no way admit any violation of law or any liability
8 whatsoever to Plaintiff and the Class, individually or collectively, all such liability being
9 expressly denied by Defendants.

10 17. By means of this Final Approval Order, this Court hereby enters final judgment in
11 this Action.

12 18. Without affecting the finality of this Final Approval Order and Judgment in any
13 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
14 implementation, effectuation and enforcement of this Order and the Settlement under Code of
15 Civil Procedure § 664.6.

16 19. The Parties are hereby ordered to comply with the terms of the Agreement.

17 20. Each side bears its own costs and attorneys' fees except as provided by the
18 Settlement and this Final Approval Order and Judgment.

19 21. The Court sets a Final Accounting hearing for April 24, 2024 at 9:00 a.m., ~~2023~~.
20 Plaintiff must file a final report 7 days prior to the Final Accounting hearing.

21
22
23
24 DATED: 10/10/2023



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge

THE HON. LAWRENCE P. RIFF
LOS ANGELES COUNTY SUPERIOR COURT

PROOF OF SERVICE

Case No. 22STCV18671

Tejada v. Alvo Holding Inc., et al

I, IVETTE HERNANDEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On September 15, 2023, I served the foregoing document described as:

[PROPOSED] ORDER GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT AND APPLICATION FOR CLASS COUNSEL FEES, CLASS COUNSEL COSTS, INCENTIVE AWARD, SETTLEMENT ADMINISTRATION COSTS; AND FINAL JUDGMENT THEREON

 X **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.**

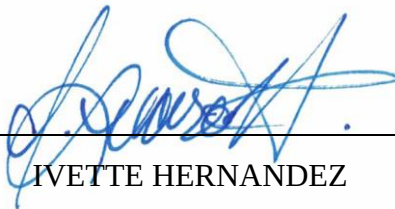
on the parties listed below by placing a true copy thereof enclosed in a sealed envelope for collection and mailing in the United States Postal Service following ordinary business practices at Los Angeles, California addressed as follows:

SEE ATTACHED SERVICE LIST

I am readily familiar with the ordinary practice of the business of collecting, processing and depositing correspondence in the United States Postal Service and that the correspondence will be deposited the same day with postage thereon fully prepaid.

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

Executed on this September 15, 2023, in Los Angeles, California.



IVETTE HERNANDEZ

PROOF OF SERVICE

Case No. 22STCV18671

Tejada v. Alvo Holding Inc., et al

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**Attorneys for Defendants ALVO HOLDING, INC. and AV HOLDING,
INC.**