

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Eve Howe, Esq. (SBN 350007)
Malcolm E. Clayton, Esq. (SBN 340680)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
ehowe@lelawfirm.com
mclayton@lelawfirm.com

Attorneys for Plaintiff JOSE MORAN,
on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

JOSE MORAN, on behalf of himself and
similarly situated employees,

Plaintiff,

vs.

MANDAC, INC.; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: 22STCV15849

CLASS ACTION

*[Assigned for all purposes to the Hon. Stuart M.
Rice, Dept. 1]*

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion for Final Approval of Class Action
Settlement and Motion for Award of Attorneys'
Fees and Costs; Declaration of Malcolm Clayton
in Support Thereof]*

Hearing Information:

Date: November 4, 2024

Time: 10:30 a.m.

Dept.: 1

~~PROPOSED~~ ORDER AND JUDGMENT

Plaintiff Jose Moran’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement and Motion for Award of Attorneys’ Fees and Costs with Defendant Mandac, Inc. (“Defendant” or “Mandac”) came before this Court on November 4, 2024 at 10:30 a.m. in Department SSC1 of the Los Angeles County Superior Court Spring Street Courthouse located at 312 North Spring Street, Los Angeles, California 90012. Having received and considered the Class Action and PAGA Settlement Agreement and Class Notice, as amended, attached as **Exhibit 1** to the Declaration of Malcolm Clayton in Support of Plaintiff’s Motion for Final Approval (the “Settlement” or “Settlement Agreement”), Plaintiff’s Motion for Final Approval of Class Action Settlement, the supporting papers filed by the Parties, the declaration of Taylor Mitzner on behalf of Phoenix Class Action Administration Solutions and the evidence and argument received by the Court in conjunction with the Motion for Final Approval of Class Action Settlement, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all members of the settlement class.

2. The Court finds that the Class (defined below) is properly certified as a class for settlement purposes only:

All current and former hourly, non-exempt employees of Defendant who worked for Defendant Mandac, Inc. in the State of California at any time during the Class Period.

3. The “Class Period” is the period from May 12, 2018, through May 31, 2023.

4. For purposes of the settlement, the Court designates named Plaintiff Jose Moran as Class Representative, and Joseph Lavi, Esq., Vincent C. Granberry, Esq., Eve Howe, Esq., and Malcolm E. Clayton, Esq. of Lavi & Ebrahimian, LLP, as Class Counsel.

5. The notice provided to the class members conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all class members who could be identified through reasonable effort, and by providing due

1 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
2 The notice fully satisfied the requirements of due process.

3 6. The Court finds the settlement was entered into in good faith, that the settlement is
4 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
5 requirements for final approval of this class action settlement under California law, including the
6 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
7 3.769.

8 7. The Settlement Agreement is not an admission by Defendant or by any other released
9 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
10 by Defendant or any other released party. Neither this Order and Judgment, the Settlement, nor any
11 document referred to herein, nor any action taken to carry out the Settlement, may be construed as,
12 or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability
13 whatsoever by or against Defendants or any of the other released parties.

14 8. No Class Members have objected to the terms of the Settlement.

15 9. No Class Members have requested exclusion from the Settlement.

16 10. The Escalator Clause of the Settlement has not been triggered.

17 11. Within fourteen (14) calendar days after the Effective Date of the Settlement,
18 Defendants will fully-fund the non-reversionary Gross Settlement Amount of Two Hundred Twelve
19 Thousand Five Hundred Dollars and Zero Cents (\$212,500.00).

20 12. The Administrator will issue the following payments within fourteen (14) calendar
21 days after receipt of full funding: (a) all Individual Class Payments, (b) all Individual PAGA
22 Payments (c) the LWDA PAGA Payment, (d) the Administration Expenses Payment, (e) the Class
23 Counsel Fees Payment, (f) the Class Counsel Litigation Expenses Payment, and (g) the Class
24 Representative Service Payment.

25 13. In addition to any recovery that the named Plaintiff may receive under the Settlement,
26 and in recognition of the named Plaintiff's efforts on behalf of the settlement class, the Court hereby
27 approves the payment from the Gross Settlement Amount of Service Payment to the named Plaintiff
28 in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00).

1 14. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
2 to Class Counsel in the sum of Seventy Thousand Eight Hundred Thirty-Three Dollars and Thirty-
3 Three Cents (\$70,833.33), the reimbursement of litigation expenses in the sum of Eight Thousand
4 Dollars and Zero Cents (\$8,000.00), and the reimbursement of mediation expenses in the sum of Five
5 Thousand Dollars and Zero Cents (\$5,000.00). Each are reasonable amounts. The reasonableness of
6 the fee award is determined based on a reasonable percentage of a common fund obtained for the
7 class. The court also has considered the lodestar amount. Awarding fees on a percentage basis
8 encourages efficient litigation practices and reflects the actual benefit obtained for the class.

9 15. The Court approves and orders payment from the Gross Settlement Amount in the
10 amount of Six Thousand Dollars and Zero Cents (\$6,000.00) to Phoenix Class Action Administration
11 Solutions for performance of settlement administration services.

12 16. The Court approves and orders the allocation of Ten Thousand Dollars and Zero Cents
13 (\$10,000.00) of the Gross Settlement Amount as PAGA Penalties.

14 17. The Court approves and orders payment of Seven Thousand Five Hundred Dollars and
15 Zero Cents (\$7,500.00) (75% of the PAGA Penalties) to the LWDA as the LWDA PAGA Payment
16 as 75% of the PAGA Penalties.

17 18. The Court approves and orders payment of Two Thousand Five Hundred Dollars and
18 Zero Cents (\$2,500.00) (25% of the PAGA Penalties) to be distributed to Aggrieved Employees as
19 Individual PAGA Payments pursuant to the terms of the Settlement.

20 19. In list form, the amounts approved and ordered paid are as follows:

- 21 a. Gross Settlement Amount ("GSA"): \$212,500
- 22 b. LWDA Allocation: Total \$10,000.00, composed of:
 - 23 i. LWDA Payment: \$7,500.00 (75% of LWDA Allocation)
 - 24 ii. Aggrieved Employees: \$2,500.00 (25% of LWDA Allocation)
- 25 c. Expected Deductions: Total \$97,333.33, composed of:
 - 26 i. \$7,500.00 - Class Representative Service Payment
 - 27 ii. \$70,833.33 - Attorneys' Fees
 - 28 iii. \$8,000.00 - Attorneys' Costs
 - iv. \$5,000.00 - Reimbursement of Mediation Fees
 - v. \$6,000.00 - Settlement Administration Costs
- d. Net Settlement Amount: \$105,166.67 (GSA, minus LWDA Allocation, minus
 Expected Deductions)

1 20. Participating Class Members will have one hundred eighty (180) calendar days from
2 the date of issuance of the check to cash or otherwise deposit their check. Those settlement checks
3 remaining uncashed for more than one hundred eighty (180) calendar days after issuance shall be
4 voided, and the Administrator shall transmit the funds represented by such checks to *cy pres* recipient
5 Family Promise (familypromise.org) a child advocacy organization within the requirements of California
6 Code of Civil Procedure Section 384, subd. (b). The Administrator shall inform the Parties regarding
7 the status of any uncashed checks at the conclusion of the 180 calendar day check cashing period.

8 21. Release by Participating Class Members: Following the Effective Date, and effective
9 on the date when Defendant fully funds the entire Gross Settlement Amount, all Participating Class
10 Members, on behalf of themselves and their respective former and present representatives, agents,
11 attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims
12 that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the
13 Operative Complaint and ascertained in the course of the Action including, e.g., claims asserted for
14 (a) failure to pay minimum wage; (b) failure to pay overtime wages; (c) failure to authorize or permit
15 meal periods; (d) failure to pay all accrued and vested vacation/PTO wages; (e) failure to indemnify
16 employees for employment-related losses/expenditures; (f) failure to timely pay earned wages during
17 employment; (g) failure to provide complete and accurate wage statements; (h) failure to timely pay
18 all earned wages and final paychecks due at time of separation; and (i) unfair business practices.
19 Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any
20 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
21 Employment and Housing Act, unemployment insurance, disability, social security, workers'
22 compensation, or claims based on facts occurring outside the Class Period.

23 22. Release by Aggrieved Employees: Following the Effective Date, and upon Defendants
24 fully funding the Gross Settlement Amount, All Participating and Non-Participating Class Members
25 who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective
26 former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
27 the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
28 been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA

1 Notice and ascertained in the course of the Action including, e.g., claims asserted for (a) failure to
2 pay minimum wage; (b) failure to pay overtime wages; (c) failure to authorize or permit meal periods;
3 (d) failure to pay all accrued and vested vacation/PTO wages; (e) failure to indemnify employees for
4 employment-related losses/expenditures; (f) failure to timely pay earned wages during employment;
5 (g) failure to provide complete and accurate wage statements; (h) failure to timely pay all earned
6 wages and final paychecks due at time of separation; and (i) unfair business practices.

7 23. Release by Plaintiff: Following the Effective Date, and upon Defendants fully funding
8 the Gross Settlement Amount, Plaintiff and his or her respective former and present spouses,
9 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and
10 discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class
11 Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged,
12 based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or
13 reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's
14 PAGA Notice, or ascertained during the Action and released under 5.3, below. ("Plaintiff's
15 Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or
16 to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
17 workers' compensation benefits that arose at any time, or based on occurrences outside the Class
18 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition
19 to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
20 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or
21 additional facts or Plaintiff's discovery of them.

22 24. Plaintiff's Waiver of Rights Under California Civil Code Section 1542: For purposes
23 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits,
24 if any, of section 1542 of the California Civil Code, which reads: A general release does not extend
25 to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the
26 time of executing the release, and that if known by him or her would have materially affected his or
27 her settlement with the debtor or Released Party.

28 25. "Released Parties" means Defendant and each of its former and present directors,

1 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
2 subsidiaries, and affiliates.

3 26. The "PAGA Period" means the period from May 12, 2021 through May 31, 2023.

4 27. In accordance with Labor Code Section 2699, Class Counsel shall submit this Order
5 and Judgment Granting Final Approval to the Labor and Workforce Development Agency.

6 28. This Court shall retain jurisdiction with respect to all matters related to the
7 administration and consummation of the settlement, and any and all claims, asserted in, arising out
8 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
9 settlement and the determination of all controversies relating thereto.

10 29. The Settlement Administrator shall provide to Class Counsel, and Class Counsel shall
11 file a final report with the Court regarding distribution of settlement funds by 10/30/2025,
12 indicating the disbursements were made pursuant to the settlement. Class Counsel shall also submit
13 an Amended Final Class Judgment directing any uncashed funds be transmitted to the *cy pres*
14 recipient Family Promise (familypromise.org).

15 30. A ^{Non-Appearence}~~status~~ conference regarding distribution of the settlement funds is set for
16 11/06/2025 at 4:00 ~~a.m.~~/p.m. in Department 1 of the above-captioned Court.

17
18 **IT IS SO ORDERED, ADJUDGED AND DECREED.**



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

19
20 Dated: 11/07/2024

Stuart M. Rice / Judge

Hon. Stuart M. Rice
Judge of the Superior Court