

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jovahn Wiggins (SBN 349903)
Eric J. Naessig, Esq. (SBN 343081)
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
jwiggins@lelawfirm.com
enaessig@lelawfirm.com

Attorneys for Plaintiffs JOSE SASTRE, ADOLFO SASTRE, and GERARDO SASTRE,
on behalf of themselves and others similarly situated

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

JOSE SASTRE, on behalf of
herself and others similarly situated,

Plaintiff,

v.

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

Defendants.

Case No.: 21STCV27153

CLASS ACTION

*[Assigned for all Purposes to the Hon. Carolyn
B. Kuhl, Dept. 12]*

**~~[PROPOSED]~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Information:

Date: November 4, 2024

Time: 10:30 a.m.

Dept.: 12

1 The above captioned action is a putative class action and representative lawsuit brought by
2 Plaintiffs JOSE SASTRE, ADOLFO SASTRE, and GERARDO SASTRE (“Plaintiffs”) against
3 Defendant DESKMAKERS, INC. (“Defendant”) In the lawsuit, Plaintiffs allege that all non-exempt
4 hourly employees who work or worked for Defendant in California from October 22, 2019 through
5 November 20, 2023, Defendant failed to pay minimum wage and overtime for all hours worked; failed
6 to provide legally compliant meal and rest periods; failed to timely pay wages; failed to provide
7 legally compliant wage statements; failed to timely pay unpaid wages following separation of
8 employment; and that these actions violated the Labor Code and Business and Professions Code and
9 gave rise to additional civil penalties pursuant to the PAGA.

10 Defendant denies all alleged wrongdoing, denies any liability to the Plaintiffs, to members of
11 the putative class, and to allegedly aggrieved employees, and denies that Plaintiffs’ claims are
12 appropriate for class or representative treatment.

13 On March 13, 2024, this Court entered an order granting preliminary approval of the class
14 action settlement, resulting in preliminary certification of the following class for settlement purposes
15 only: all non-exempt hourly employees who work or worked for Defendant in California from
16 October 22, 2019 through November 20, 2023.

17 The Court further directed the Plaintiffs to provide notice to the class, which informed absent
18 class members about information about the settlement, including: (a) the proposed settlement, and the
19 settlement’s key terms; (b) the date, time and location of the Final Approval Hearing; (c) the right of
20 any Class Member to object to the proposed settlement, and an explanation of the procedures to
21 exercise that right; (d) the right of any class member to exclude themselves from the proposed
22 settlement, and an explanation of the procedures to exercise that right; and (e) an explanation of the
23 procedures for class members to participate in the proposed settlement.

24 The Court, upon notice having been given as required in the preliminary approval order, and
25 having considered the proposed settlement agreement as well as all papers filed, hereby **ORDERS**
26 **AND ENTERS JUDGMENT AS FOLLOWS:**

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

1 2. The Court finds that the class is properly certified as a class for settlement purposes
2 only.

3 3. The notice provided to the class members conforms with the requirements of
4 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
5 of Court 3.766 and 3.769, the California and United States Constitutions, the Court's order granting
6 preliminary approval, and any other applicable law, and constitutes the best notice practicable under
7 the circumstances, by providing individual notice to all class members who could be identified
8 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
9 matters set forth therein to the other class members. The notice was adequate, fully satisfied the
10 requirements of due process, and was the best notice practicable under the circumstances.

11 4. The Court finds the settlement was entered into in good faith, that the settlement is
12 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
13 requirements for final approval of this class action settlement under California law, including the
14 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
15 3.769.

16 5. The Settlement Agreement is not an admission by Defendant, or by any other released
17 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
18 by Defendant or any other released party. Neither this Order and Judgment, the Settlement
19 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
20 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
21 concession, or liability whatsoever by or against Defendant or any of the other released parties.

22 6. No Class Members have objected to the Settlement.

23 7. No Class Members have requested to be excluded from the Settlement.

24 8. Defendant shall fund the gross settlement amount of Two Hundred Seventy Five
25 Thousand Dollars (\$275,000.00), plus the amount necessary to pay Defendant's share of payroll
26 taxes, all within 14 days after all of the following have occurred: (1) The court gives final approval
27 to the proposed settlement; (2) The court enters final judgment; and (3) The time within which to
28 appeal any final judgment has expired.

1 8. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
2 recognition of the Plaintiffs' efforts on behalf of the settlement class, the Court hereby approves the
3 payment of an incentive award to each Plaintiff in the amount of \$5,000.00, payable from the gross
4 settlement amount pursuant to the terms of the Settlement Agreement.

5 9. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
6 \$91,666.67, and the reimbursement of litigation expenses in the sum of \$21,062.84, both payable
7 from the gross settlement amount and pursuant to the terms of the settlement agreement. Both are
8 reasonable amounts. The reasonableness of the fee award is determined based on a reasonable
9 percentage of a common fund obtained for the class. The court also has considered the lodestar
10 amount. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the
11 actual benefit obtained for the class.

12 10. The Court approves the payment of \$20,000.00 to civil penalties pursuant to the
13 Private Attorneys General Act of 2004, payable from the gross settlement amount. Seventy-five
14 percent of this amount, \$15,000.00, will be paid to the Labor Workforce Development Agency and
15 twenty-five percent, \$5,000.00, will be paid to the PAGA Group Members as defined in and pursuant
16 to the terms of the Settlement Agreement.

17 11. The Court approves and orders payment in the amount of \$10,000.00 to CPT Group,
18 Inc. for performance of settlement administration services pursuant to the terms of the settlement
19 agreement. This amount will be payable from the gross settlement amount and pursuant to the terms
20 of the Settlement Agreement.

21 12. The Court approves and orders funding of the settlement in compliance with the terms
22 of the settlement agreement, including the payment and disbursement schedule.

23 13. Following 180 days after the settlement administrator mails the individual settlement
24 payments to the Class Members and PAGA Members; any monies and interest remaining from
25 uncashed checks shall be sent to the Controller of the State of California to be held in the class
26 member's name until claimed pursuant to the Unclaimed Property Law, Code Civ. Proc. §§1500.

27 14. Pursuant to California Rule of Court 3.769(g), the Court grants final approval of the
28 Settlement Agreement and declares, that the Settlement Agreement binding on Plaintiffs, all Class

Members who have not opted out, and all PAGA Members, all of whom will release the Released Parties from the released claims as set forth by the approved Settlement Agreement.

15. This Court shall retain jurisdiction over all matters related to the administration and consummation of the terms of this Settlement, over the enforcement, construction and interpretation of the Settlement Agreement, over the enforcement, construction, and interpretation of the Final Judgment, including, but not limited to, the provisions therein enjoining any further litigation of Released Claims, and over the Representative Plaintiffs and all Class Members (and their attorneys and law firms) in connection therewith.

16. The Plaintiffs shall file a report for the settlement administrator by July 16, 2025, confirming the distribution of funds, indicating the total amount paid to the class members and confirming the distribution of funds, indicating the total amount paid to the class members and confirming that all funds, including uncashed funds, have been disbursed.

17. A non-appearance case review re Compliance with the Distribution is set for July 18, 2025 at _____ a.m./p.m. in this department.

18. The Court hereby enters Judgment in the case, which will be res judicata as to the released claims of Plaintiffs, Class Members, and PAGA Members.

IT IS SO ORDERED AND ADJUDGED.

11/04/2024

Dated: _____



A handwritten signature in cursive script that reads "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge

Hon. Hon. Carolyn B. Kuhl
Judge of the Superior Court