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

MIGUEL HERNANDEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

SGPS SHOWRIG LOS ANGELES, INC., a
California corporation, SGPS, INC., California
corporation, and DOES 1 through 10, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles
11/21/2024

David W. Slayton, Executive Officer / Clerk of Court
By: E. Martinez Deputy

Lead Case No. 22STCV28155
Consolidated with Case No. 22STCV33140

CLASS & REPRESENTATIVE ACTION

*[Assigned for all purposes to Hon. Elihu
Berle, Dept. 6]*

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

FINAL APPROVAL HEARING

Date: November 15, 2024
Time: 9:00 AM
Dept: 6

1 On August 9, 2024, this Court issued an Order Granting Preliminary Approval of Class
2 Action Settlement. Plaintiff Miguel Hernandez (“Plaintiff”) now seeks an order granting final
3 approval of the Amended Class Action and PAGA Settlement Agreement and Class Notice
4 (“Settlement Agreement”), attached to the Declaration of John G. Yslas in Support of Plaintiff’s
5 Motion for Final Approval of Class Action Settlement as **Exhibit 1**.

6 Due and adequate notice having been given to the Class, and the Court having reviewed
7 and considered the Settlement, Plaintiff’s Notice of Motion and Motion for Final Approval of
8 Class Action Settlement, the supporting declarations and exhibits thereto, all papers filed and
9 proceedings had herein, and the absence of any written objections received regarding the
10 proposed settlement, and having reviewed the record in this action, and good cause appearing
11 therefor,

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
16 Settlement Class Members, and Defendants SGPS Showrig Los Angeles, Inc. and SGPS, Inc.
17 (“Defendants”).

18 3. The Court grants final approval of the Settlement and the Settlement Class based
19 upon the terms set forth in the Settlement Agreement between Plaintiff and Defendants.

20 4. The Court finds that the Settlement was made and entered into in good faith and
21 hereby approves the Settlement subject to the limitations on the requested fees and enhancement
22 as set forth below.

23 5. Plaintiff and all Settlement Class Members (“Participating Class Members”) shall
24 have, by operation of this Final Order and Judgment, fully, finally, and forever released,
25 relinquished, and discharged Defendants from all Released Claims as defined in the Settlement
26 Agreement.

27 6. All Participating Class Members, on behalf of themselves and their respective
28 former and present representatives, agents, attorneys, heirs, administrators, successors and assigns,

1 release Released Parties from all claims that were alleged, or reasonably could have been alleged,
2 based on the Class Period facts stated in the Operative Complaint including all claims, charges,
3 complaints, liens, demands, causes of action, obligations, damages and liabilities, known or
4 suspected, that each Participating Class Member had, now has, or may hereafter claim to have
5 against the Released Parties, and that were asserted in the Action, or that arise from or could have
6 been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts,
7 disclosures, statements, omissions or failures to act alleged in the Action that have arisen during
8 the Class Period (“the Released Claims”). The Released Claims specifically include, but are not
9 limited to, any claimed violations of Labor Code §§ 201-204, 226, 226.7, 512, 1194, 1194.2, 1197,
10 1198 and 2802; and Business & Professions Code § 17200, *et. seq.* Except as set forth in Section
11 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims,
12 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
13 Housing Act, unemployment insurance, disability, social security, workers’ compensation or
14 claims based on facts occurring outside the Class Period.

15 7. The Released Parties means Defendants and each of their former and present
16 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
17 assigns, subsidiaries, and affiliates.

18 8. As of the Effective Date, all members of the Settlement Class, except those that
19 make a valid and timely request to be excluded from the Settlement Class and Settlement, waive,
20 release, discharge, and promise never to assert in any forum or otherwise make a claim against any
21 of the Released Parties for any of the Released Claims arising during the Settlement Period.

22 9. The Parties shall bear their own respective attorneys' fees and costs, except as
23 otherwise provided for in the Settlement and approved by the Court.

24 10. Solely for purposes of effectuating the settlement, the Court finally certified the
25 following Class: “all persons currently or formerly employed by Defendants, either directly or
26 through any subsidiary, staffing agency, or professional employer organization, as hourly-paid,
27 non-exempt employees in the State of California during the Class Period.”

28 11. The Class Period means the period from March 4, 2018 through May 7, 2024.

1 12. No Class Members have objected to the terms of the Settlement.

2 13. The Notice provided to the Class conforms with the requirements of California
3 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
4 by providing individual notice to all Class Members who could be identified through reasonable
5 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
6 therein to the Class Members. The Notice fully satisfies the requirements of due process.

7 14. The Court finds the Settlement Amount, the Net Settlement Amount, and the
8 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
9 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
10 Payments to the Participating Class Members in accordance with the terms of the Joint Stipulation.

11 15. Defendant shall pay a total of \$ \$356,034.11 to resolve this litigation, as well as any
12 and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments.

13 16. From the Settlement Amount, \$7,125.00 shall be paid to the California Labor and
14 Workforce Development Agency, representing 75% of the penalties awarded under the terms of
15 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act
16 of 2004, California Labor Code section 2698, *et seq.*

17 17. From the Settlement Amount, \$7,500.00 shall be paid to the named Plaintiff for his
18 service as a class representative and for his agreement to release claims.

19 18. From the Settlement Amount, \$5,050.00 shall be paid to the Settlement
20 Administrator, ILYM Group, Inc.

21 19. The Court hereby confirms John G. Yslas, Jeffrey C. Bils, Aram Boyadjian, and
22 Andrew Sandoval of Wilshire Law Firm, PLC as Class Counsel.

23 20. From the Settlement Amount, Class Counsel is awarded \$ \$117,491.26 for their
24 reasonable attorneys' fees and \$14,582.28 for their reasonable costs incurred in the Action. The
25 fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds
26 that the fees are reasonable in light of the benefit provided to the Class.

27 21. Notice of entry of this Final Approval Order and Judgment shall be given to Class
28 Members by posting a copy of the Final Approval Order and the Judgment on ILYM's website for

1 a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and
2 Judgment.

3 22. Without affecting the finality of this Order in any way, this Court retains continuing
4 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with
5 respect to all Parties to this action, and their counsel of record.

6 23. Upon completion of administration of the Settlement, the Parties shall submit a joint
7 report regarding distribution of the Settlement, including written certification of such completion
8 by the Settlement Administrator, which shall be filed with the Court seven (7) days before the non-
9 appearance compliance hearing set for **July 18, 2025 at 8:30 a.m.** in Department 6.

10 24. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
11 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

12 **IT IS SO ORDERED.**

13
14 DATE: 11/21/2024



Elihu M. Berle

Hon. Elihu Berle
Los Angeles County Superior Court
Elihu M. Berle / Judge