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

ISRAEL LUNA GARCIA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

DELUXE SMALL BUSINESS SALES, INC., a
Minnesota Corporation; and DOES 1 through 10,
inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles
11/26/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lindsey Deputy

Case No.: 22STCV31201

CLASS AND REPRESENTATIVE ACTION

[Honorable Laura A. Seigle, Department 17]

**~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, the Declaration of
Plaintiff, the Declaration of Jennifer Beliveau,
and [Proposed] Judgment]*

FINAL APPROVAL HEARING:

Date: November 26, 2024

Time: 9:00 a.m.

Dept.: 17

Action Filed: September 26, 2022

Trial Date: Not set

1 **~~PROPOSED~~ FINAL APPROVAL ORDER**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On July 17, 2024, the Court entered an Order which granted Plaintiff's Motion for
4 Preliminary Approval of Class and PAGA Action Settlement, granted conditional class certification,
5 approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary
6 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
7 "Action") that was reached between Plaintiff Israel Luna Garcia ("Plaintiff") and Defendant Deluxe
8 Small Business Sales, Inc. ("Defendant") (together with Plaintiff, the "Parties"), in accordance with
9 the Parties' Amended Joint Stipulation of Class Action and Private Attorney General Act Settlement
10 and Release (the "Settlement"). The Settlement was attached as **Exhibit 1** to the Supplemental
11 Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval of Class Action
12 Settlement that was filed on July 11, 2024.

13 The Court now has before it Plaintiff's Motion for Final Approval of Class Action and PAGA
14 Settlement, including a motion for payment of Class Counsel Fees and Expenses, Class
15 Representative Service Award, Settlement Administration Costs, and PAGA Payment, and whether
16 the Settlement should be finally approved as fair, reasonable, and adequate as to Class Members
17 (collectively "Motion for Final Approval"), as well as a [Proposed] Final Approval Order.

18 Due and adequate notice having been given to Class Members, and the Court having reviewed
19 the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations
20 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
21 any oral argument, and good cause appearing,

22 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

23 1. The Court, for purposes of this Final Approval Order, incorporates and adopts all
24 terms and definitions as set forth in the Settlement.

25 2. Plaintiff's Motion for Final Approval came before Department 17 of this Court, the
26 Honorable Laura A. Seigle presiding, on November 26, 2024.

27 3. The Court finds that the Settlement was made and entered into in good faith, the terms
28 of which are fair, reasonable, and adequate; was reached following meaningful discovery and

1 investigation conducted by Plaintiff and his counsel of record (“Class Counsel”); is the result of
2 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
3 meets the requirements for final approval. In so finding, the Court has considered all the evidence
4 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
5 complexity of the claims presented; the likely duration of further litigation; the settlement amount
6 offered; the extent of investigation and discovery completed; and the experience and views of Class
7 Counsel. The Court has further considered the absence of any objections or requests to opt-out from
8 the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for Final Approval and
9 **ORDERS** Judgment to be entered in accordance with the terms herein.

10 4. The Court certifies, for settlement purposes only, the following Class: All current and
11 former non-exempt employees of Defendant during the Class Period. The “Class Period” means the
12 period from October 5, 2019 through March 31, 2024. No Class Members submitted a request to opt
13 out of the Settlement.

14 5. NThe PAGA Released Claims shall bind the following PAGA Employees: All current
15 and former non-exempt employees of Defendant in California who worked during the PAGA Period.
16 The “PAGA Period” means the period from September 16, 2021, to March 31, 2024.

17 6. The Court finds that Plaintiff exhausted all administrative remedies required to bring
18 the PAGA claims asserted in this Action and is authorized to act as private attorney general with
19 respect to the PAGA Released Claims being released under the Settlement. The Court further finds
20 that pursuant to California Labor Code section 2699(l)(2), the California Labor and Workforce
21 Development Agency (“LWDA”) has been given timely notice of the Settlement, has not objected,
22 and is therefore bound by this Final Approval Order.

23 7. The deadline to submit a request to opt out or to submit written objections to the
24 Settlement was October 14, 2024 for the majority of Class Members and October 29, 2024 for the
25 remaining Class Members who received a remailed Class Notice.

26 8. No requests to opt out were received. Accordingly, all 341 Class Members remain in
27 the Class.

28 9. All Class Members had an opportunity to object to the Settlement. No written

1 objections were received.

2 10. The Notice of Class Action Settlement (the “Class Notice”), which was attached as
3 **Exhibit A** to the Settlement and provided to the Class pursuant to the plan for distribution described
4 under the Settlement, conformed with the requirements of rules 3.766 and 3.769 of the California
5 Rules of Court, and constituted the best notice practicable under the circumstances, by providing
6 individual and adequate notice of the proceedings and of the matters set forth therein to Class
7 Members. The Class Notice fully satisfied the requirements of due process and provided the Class
8 Members with adequate instructions and a variety of means to obtain additional information.

9 11. A full opportunity has been afforded to Class Members to participate in the Final
10 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard
11 and/or had an opportunity to be heard. Class Members have had a full and fair opportunity to exclude
12 themselves from, or object to, the Settlement. Accordingly, the Court determines that all Class
13 Members who did not submit a timely request to opt-out (“Participating Class Members”) are bound
14 by this Final Approval Order and the concurrently filed Judgment.

15 12. Release of Claims.

- 16 a. Released Parties. “Released Parties” means Defendant, as well as its parent,
17 subsidiaries, assigns and other related organizations, and all managerial
18 employees thereof.
- 19 b. Release of Class Claims by Participating Class Members. Upon the date
20 Defendant fully funds the entire Maximum Settlement Amount, Defendant and
21 the other Released Parties shall be entitled to a release from the Plaintiff and
22 the Class Members who do not opt out, for all of the Released Claims which
23 occurred during the Class Period. “Released Claims” means all claims for
24 violations of the following wage and hour claims that were actually alleged or
25 that could have been alleged in the Action by Plaintiff, on behalf of the Class
26 Employees for the entire Class Period and the entire PAGA Period, as well as
27 any and all wage and hour claims and that were asserted or could have been
28 asserted based on the factual or legal allegations contained in Plaintiff’s

1 November 22, 2022 First Amended Complaint, arising at any time during the
2 Class Period, including but not limited to: (a) failure to pay all wages owed,
3 whether due to alleged off the clock work, failure to correctly calculate the
4 regular rate or any other theory of liability for the underpayment of the
5 minimum wage or overtime; (b) failure to provide duty-free meal periods or
6 pay premiums at the regular rate of pay in lieu thereof; (c) failure to provide
7 duty-free rest breaks or failure to pay premiums at the regular rate of pay in
8 lieu thereof; (d) failure to reimburse expenses; (e) waiting time penalties; (f)
9 failure to provide accurate wage statements; (g) unfair business practices; (h)
10 claims for violation of the provisions of the applicable Wage Orders regarding
11 minimum wage, overtime, meal periods and rest periods, as well as allegations
12 regarding the late payment of final wages, inaccurate wage statements; (i)
13 claims for the attorney's fees and costs incurred in the prosecution of this
14 Action on behalf of the Class; (j) any other claims, remedies, penalties, or
15 interest that could have been pled based on the facts alleged in the Action; and
16 (k) all claims that Plaintiff, the Class may have against the Released Parties
17 relating to: (i) the payment, taxation, and allocation of attorney's fees and costs
18 to Plaintiff's Counsel pursuant to this Settlement Agreement; and (ii) the
19 payment, taxation, and allocation of Plaintiff's Class Representative Service
20 Award pursuant to this Settlement Agreement. The release of the Released
21 Claims shall be effective as to the entire Class Period defined above and
22 expressly excludes all other claims, including claims for vested benefits,
23 wrongful termination, violation of the Fair Employment and Housing Act,
24 unemployment insurance, disability, social security, workers' compensation,
25 as well as any other claims outside of the Class Period. Participating Class
26 Members may discover facts in addition to those they now know or believe to
27 be true with respect to the subject matter of the Released Claims, but upon the
28 date the Defendant fully funds the Maximum Settlement Amount,

1 Participating Class Members shall be deemed to have, and by operation of the
2 Judgment shall have, fully, finally, and forever settled and released any and all
3 of the Released Claims, without regard to the subsequent discovery or
4 existence of such different or additional facts. Participating Class Members
5 agree not to sue or otherwise make a claim against any of the Released Parties
6 and seek recovery for any of the Released Claims. It is the intent of the Parties
7 that the Judgment entered by the Court shall have full *res judicata* effect and
8 be final and binding upon Participating Class Members regarding the Released
9 Claims.

- 10 c. Complete and General Release by Class Representative. Plaintiff understands
11 that he may hereafter discover facts in addition to or different from those
12 Plaintiff now knows or believes to be true with respect to the subject matter of
13 the Released Claims, but upon the date Defendant fully funds the Maximum
14 Settlement Amount, shall be deemed to have, and by operation of the
15 contemplated final judgment shall have, fully, finally, and forever settled and
16 released any and all of the Released Claims, as well as any other known or
17 unknown, suspected or unsuspected, contingent or non-contingent claims,
18 which now exist, or heretofore have existed, upon any theory of law or equity
19 now existing, including, but not limited to, conduct that is negligent,
20 intentional, with or without malice, or a breach of any duty, law or rule,
21 without regard to the subsequent discovery or existence of such different or
22 additional facts. In exchange for the consideration provided to Plaintiff under
23 the Settlement, he shall waive any and all rights Plaintiff may have under Civil
24 Code section 1542. Section 1542 reads as follows: “A general release does
25 not extend to claims that the creditor or releasing party does not know or
26 suspect to exist in his or her favor at the time of executing the release and that,
27 if known by him or her, would have materially affected his or her settlement
28 with the debtor or released party.” Plaintiff understands that he is providing a

1 general release of known and unknown claims to Defendant and the Released
2 Parties that is effective when the Court grants final approval of the Settlement
3 and Defendant funds the Settlement.

- 4 d. Release of PAGA Claims by State of California and PAGA Employees. Upon
5 the date Defendant fully funds the Maximum Settlement Amount, Defendant
6 and the other Released Parties shall be entitled to a release from the Plaintiff,
7 the State of California, and all PAGA Employees with respect to the PAGA
8 Released Claims which occurred during the PAGA Period. “PAGA Released
9 Claims” means all such claims that are alleged, or reasonably could have been
10 alleged, based on the PAGA Period facts stated in the operative complaint and
11 Plaintiff’s PAGA notice letter, including but not limited to (a) any claim for
12 PAGA penalties for alleged violations of Labor Code sections 201–203, 204,
13 226, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198,
14 2699 et. seq., 2802, claims for violation of the provisions of the applicable
15 Wage Orders regarding minimum wage, overtime, meal periods and rest
16 periods, as well as allegations regarding the late payment of final wages,
17 inaccurate wage statements; (b) claims for the attorney’s fees and costs
18 incurred in the prosecution of this Action on behalf of the PAGA Employees;
19 (c) any other claims for PAGA penalties that could have been pled based on
20 the facts alleged in the Action; and (d) all claims that Plaintiff, and/or the
21 PAGA Employees may have against the Released Parties relating to: (i) the
22 payment, taxation, and allocation of attorney’s fees and costs to Plaintiff’s
23 Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation,
24 and allocation of PAGA Payments pursuant to this Settlement Agreement. The
25 release of the PAGA Released Claims shall be effective as to the entire PAGA
26 Period defined above. It is the intent of the Parties that the Judgment entered
27 by the Court shall have full *res judicata* effect and be final and binding upon
28 Plaintiff, the state of California and the PAGA Employees regarding the

PAGA Released Claims.

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

14. The Court finds that the Maximum Settlement Amount of **\$750,000.00** ("MSA"), the Class Employee Fund, and the methodology used to calculate Settlement Shares to Participating Class Members and Individual PAGA Settlement Shares to PAGA Employees are fair and reasonable. Thus, Court authorizes the Settlement Administrator to calculate and pay individual settlement shares in accordance with the terms of the Settlement.

15. Defendant is ordered to fully fund the MSA, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Settlement Administrator within fifteen (15) business days of the Effective Date.

16. The Settlement Administrator shall distribute Settlement Shares to Participating Class Members, Individual PAGA Settlement Shares to PAGA Employees, the payment to the LWDA, the Class Representative Service Award to Plaintiff, and Class Counsel Fees and Expenses to Class Counsel, within ten (10) business days of receipt of payment from Defendant.

17. A total amount of \$60,000.00 shall be allocated as the "PAGA Payment," payable from the MSA, for resolution of the PAGA Released Claims and distributed as follows: 75% (**\$45,000.00**) to the LWDA ("LWDA Payment") and 25% (**\$15,000.00**) to PAGA Employees ("PAGA Employee Fund").

18. The Court confirms the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive as a Participating Class Member and PAGA Employee, the Court approves and orders a service payment to Plaintiff in the amount of **\$7,500.00** (the "Class Representative Service Award"), payable from the MSA, for his role and service as the Class Representative, for the risks and work attendant to that role, and for his general release of claims and waiver of section 1542 rights.

19. The Court confirms the appointment of Kane Moon, Allen Feghali, and Hyunjin Kim of Moon Law Group, PC, as Class Counsel, for settlement purposes only, as they are experienced in wage and hour class action litigation, have no apparent conflicts of interest with Plaintiff, other Class

Members, or the Settlement Administrator, and have adequately represented Class interests. The Court approves and orders the payments to Class Counsel, payable from the MSA, of **\$250,000.00** for reasonable attorneys' fees and of **\$24,329.08**, for reimbursement of out-of-pocket costs (together, "Class Counsel Fees and Expenses"). The Court finds that these amounts are reasonable considering the benefits provided to the Class.

20. The Court confirms the appointment of Simpluris, Inc. as the Settlement Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the Settlement Administrator of **\$9,000.00** ("Settlement Administration Costs"), payable from the MSA, for settlement administration.

21. Pursuant to California Code of Civil Procedure section 384, following the expiration of the 180-day check-cashing deadline, should there be any uncashed checks, the Settlement Administrator shall transmit those amounts to the California Controller's Unclaimed Property Fund in the name of each Participating Class Member and/or PAGA Employee who failed to cash their settlement check prior to the void date.

22. In accordance with California Rule of Court 3.771(b), notice of the concurrently filed Judgment will be given to the Class by the Settlement Administrator, who will post an electronic copy on its website for no less than ninety (90) calendar days following entry thereof.

23. This Final Approval Order and the concurrently filed Judgment are intended to be a final disposition of the Action in its entirety and are intended to be immediately appealable.

24. The obligations set forth in the Settlement are deemed part of this Final Approval Order and the concurrently filed Judgment, and the Parties and the Settlement Administrator are ordered to carry out the Settlement according to its terms and provisions.

25. Following entry of the concurrently filed Judgment, and without affecting the finality thereof, pursuant to California Code of Civil Procedure section 664.6, the Court shall have continuing jurisdiction over the Action and the Settlement solely for purposes of: (i) enforcing the Settlement; (ii) addressing any claims administration matters that may arise; and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

26. The Settlement is finally approved but is not an admission by Defendant of the

1 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
2 law. Neither the Settlement nor any related document shall be offered or received in evidence in
3 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
4 necessary to consummate or enforce the Settlement.

5 27. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on
6 December 3, 2025 at 8:30 a.m.

7 ~~September 9, 2025~~ at ____ : ____ a.m./p.m. in Department 17. Class Counsel are ordered to file a
8 final report and declaration by the Settlement Administrator regarding settlement distribution no
9 later than five (5) court days prior to the Compliance Hearing. No appearance will be required at
10 the Compliance Hearing if the Settlement Administrator's declaration reports that all the
11 distributions under the Agreement are complete.

12 **IT IS SO ORDERED.**

13 DATE: 11/26/2024



14 *Laura Seigle*
15 THE HON. LAURA A. SEIGLE
16 Judge of the Superior Court, Los Angeles County
17 Laura A. Seigle / Judge
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