

Electronically Received 04/08/2024 02:42 PM

FILED
Superior Court of California
County of Los Angeles

04/10/2024

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

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

BRENDA CASTILLO, an individual, on behalf
of herself and all others similarly situated,

Plaintiff,

v.

CENTURY GROUP INTERNATIONAL, LLC,
a California limited liability company: and DOES
1 through 100, inclusive,

Defendants.

CASE NO.: 20STCV37259
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Carolyn B. Kuhl, Dept. 12*

CLASS ACTION

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

Complaint Filed: September 29, 2020
FAC Filed: October 13, 2020
SAC Filed: May 10, 2023
Trial Date: Not Yet Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff BRENDA CASTILLO (“Plaintiff”) and Defendant CENTURY GROUP
3 INTERNATIONAL, LLC (“CENTURY” or “Defendant”) have reached terms of settlement for a
4 putative class action.

5 Plaintiff has filed a motion for final approval the CLASS ACTION AND PRIVATE
6 ATTORNEYS GENERAL ACT (LABOR CODE § 2698, et seq.) SETTLEMENT AGREEMENT (*see*
7 Declaration of Jores Kharatian In Support of Plaintiff’s Motion for Preliminary Approval of Class Action
8 Settlement [“Kharatian Decl.”], at Exh. 1). The the CLASS ACTION AND PRIVATE ATTORNEYS
9 GENERAL ACT (LABOR CODE § 2698, et seq.) SETTLEMENT AGREEMENT is referred to herein
10 as the “Agreement” or “Settlement.”

11 After reviewing the Agreement, the Notice process, and other related documents, and having
12 heard the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

13 1. The Court finds that the terms of the proposed class action Settlement are fair, reasonable,
14 and adequate, pursuant to California Code of Civil Procedure § 382. In granting final approval of the
15 class action settlement the Court has considered the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal.
16 App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and
17 *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006).

18 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
19 non-collusive arms-length negotiations. The Court further finds that the parties have conducted thorough
20 investigation and research, and the attorneys for the parties are able to reasonably evaluate their respective
21 positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well
22 as avoid the delay and risks that would be presented by the further prosecution of the action. The Court
23 finds that the risks of further prosecution are substantial.

24 3. The parties’ Settlement is granted final approval as it meets the criteria for final settlement
25 approval. The Settlement falls within the range of reasonableness and appears to be presumptively valid.
26 The Settlement Class meets the requirements for certification for settlement purposes only under Code
27 of Civil Procedure § 382.

1 4. The Class Notice provided to the Settlement Class conforms with the requirements of
2 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, and any other
3 applicable law, and constitutes the best notice practicable under the circumstances, by providing
4 individual notice to all Class Members who could be identified through reasonable effort, and by
5 providing due and adequate notice of the proceedings and of the matters set forth therein to the other
6 Settlement Class Members. The Class Notice fully satisfied the requirements of due process.

7 5. The following persons are certified as Class Members solely for the purpose of entering
8 a settlement in this matter:

9 all persons employed by CGP in California as hourly paid, nonexempt
10 employees who worked for CGP during the Class Period, and who did not sign
11 an arbitration agreement with an express class action waiver, including but not
12 limited to, the CA Universal At-Will Employment Dispute and Arbitration
13 Agreement, Century Group Professionals, LLC Arbitration Agreement, Century
14 Group Professionals, LLC Voluntary Arbitration Agreement, and (CA) Century
15 Group Professionals LLC Arbitration Agreement.

16 6. The Court also defines the following “PAGA Employees” impacted by the settlement of
17 PAGA claims:

18 all persons employed by CGP in California as hourly paid, nonexempt
19 employees who worked for CGP during the Class Period.

20 7. Plaintiff BRENDA CASTILLO is appointed the Class Representative. The Court finds
21 Plaintiff’s counsel are adequate, as they are experienced in wage and hour class action litigation and have
22 no conflicts of interest with absent Settlement Class Members, and that they adequately represented the
23 interests of absent class members in the Litigation. Jores Kharatian of Kharatian Law, APC is appointed
24 Class Counsel.

25 8. The Court appoints Phoenix Settlement Administrators to act as the Settlement
26 Administrator, pursuant to the terms set forth in the Agreement.

27 9. No Class Members have objected to the terms of the Settlement.

28 10. Two Class Members, Joanne J. Lee and Kelley L. Ryan, have requested to be excluded
from the Settlement. They are excluded from the class and not subject to the release.

 11. Upon entry of this Order and Judgment, compensation shall be implemented pursuant to
the terms of the Settlement.

1 12. In addition to any recovery that the Plaintiff may receive under the Settlement as a Class
2 Member, and in recognition of the Plaintiff's efforts on behalf of the class, the Court hereby approves the
3 payment of an enhancement award to Plaintiff BRENDA CASTILLO in the reasonable amount of
4 \$10,000.

5 13. The Court approves payment of attorneys' fees to class counsel Kharatian Law, APC in
6 the amount of \$130,000. The Court also approves reimbursement of litigation expenses to Kharatian
7 Law, APC in the amount of \$22,359.43. The fee award is appropriate in light of the benefit obtained
8 for the class.

9 14. The Court approves and orders payment in the amount of \$8,000 to Phoenix Settlement
10 Administrators for performance of its services as the Settlement Administrator, as set forth in the Notice
11 to the Class.

12 15. The Court approves and orders payment in the amount of \$3,900 to the Labor and
13 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
14 General Act of 2004 (Labor Code § 2698 *et seq.*).

15 16. The Release in the Settlement shall be effective as of the date Defendant tenders the Gross
16 Settlement Amount to the Settlement Administrator. The Release is limited to the Released Claims
17 arising during the Release Period.

18 17. Upon the Final Effective Date, Plaintiff and the Class Members, shall have, by operation
19 of this Order and Judgment, fully, finally and forever released, relinquished, and discharged Defendant
20 from the Released Claims arising during the Release Period as described in the Settlement.

21 18. Upon completion of administration of the Settlement, the parties shall file a declaration
22 stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement
23 have been completed.

24 19. This "Judgment" is intended to be a final disposition of the Action in its entirety and is
25 intended to be immediately appealable.

26 20. In accordance with California Rule of Court 3.771(b), the parties are ordered to give
27 written notice of this final Order and Judgment to all Class Members by including the following statement
28 with a copy of the settlement payment: "This notice is being mailed to all Class Members who did not
opt out of the Castillo v. Century Group Professionals, LLC of California class action settlement (Los

Angeles County Superior Court Case No. 20STCV37259), including you, pursuant to California Rule of Court 3.771(b). This notice is to advise you that that the Court has approved the settlement of this matter and entered judgment accordingly. Your settlement payment is enclosed."

21. No later than December 1, 2024, Kharatian Law, APC shall file a report in the form of a declaration from the Settlement Administrator describing (i) the date the checks were mailed, (ii) the total number of checks mailed to Class Members and PAGA Employees, (iii) the average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed checks, and (vi) the average amount of the uncashed checks.

22. No later than December 1, 2025, Kharatian Law, APC shall file a final report in the form of a declaration from the Settlement Administrator describing the nature and date of the disposition of those unclaimed funds. The court sets a non-appearance case review re the filing of the report of the Administrator for Dec. 5, 2024.

23. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement.

IT IS SO ORDERED.

Dated: 04/10/2024



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

Carolyn B. Kuhl / Judge

Hon. Carolyn B. Kuhl
Los Angeles County Superior Court Judge

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

[PROPOSED] ORDER GRANTING PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND JUDGMENT

Boris Sorsher,
bsorsher@fisherphillips.com
Lyle M. Chan,
lchan@fisherphillips.com
Fisher & Phillips LLP
2050 Main Street, Suite 1000
Attorneys for Defendant, Century Group Professionals, LLC

Executed this **January 17, 2024** at Pasadena, California.

Signature /s/ Donna Lopez