

FILED
Superior Court of California
County of Los Angeles

12/23/2024

David W. Slayton, Executive Officer / Clerk of Court

By: P. Herrera Deputy

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

ELIZABETH GURUMDZHYAN, individually
and on behalf of all others similarly situated,

Plaintiff,

vs.

ALLWORK, INC.; CHRISTIAN DIOR
PERFUMES LLC; and DOES 1 through 20,
inclusive,

Defendants.

Case No. 23STCV01751

Assigned for all purposes to:
Hon. Judge Elihu M. Berle
Dept. SS6

**AMENDED [~~PROPOSED~~] ORDER
GRANTING FINAL APPROVAL AND
ENTERING JUDGMENT**

[~~PROPOSED~~] FINAL JUDGMENT

On December 18, 2024, this Court heard the Motion for Final Approval of class action settlement as filed by Plaintiff Elizabeth Gurumdzhyan (the “Representative Plaintiff”). This Court reviewed: (a) the motion and the supporting papers, including the Joint Stipulation of Class Action Settlement and Release (the “Agreement,” “Settlement,” or “Settlement Agreement”); (b) any Objections filed with or presented to the Court; (c) the Parties’ responses to any Objections; and (d) counsels’ arguments. Based on this review and the findings below, the Court finds good cause to GRANT the motion.

1. Unless otherwise specified, defined terms in this Final Approval of Class and Representative Action Settlement Order and Judgment (the “Final Approval Order”) shall have the same definition as used in the Settlement Agreement.

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

3. With respect to the Settlement Class and for the purpose of approving the Settlement only, this Court finds and concludes that: (a) the Class Members are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class Members, and there is a well-defined community of interest among Class Members with respect to the subject matter of the claims in the Litigation; (c) the claims of the Representative Plaintiff are typical of the claims of the Class Members; (d) the Representative Plaintiff has fairly and adequately protected the interests of the Settlement Class Members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Representative Plaintiff, i.e., Class Counsel, are qualified to serve as counsel for the Plaintiff in their individual and representative capacities and for the Settlement Class.

4. The Parties adequately performed their obligations under the Agreement.

5. Notice was provided to the putative Class Members in compliance with Section 4 of the Settlement Agreement, California Code of Civil Procedure section 382, California Rules

of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law. The notice: (i) fully and accurately informed putative Class Members about the lawsuit and Settlement; (ii) provided sufficient information so that putative Class Members were able to decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the proposed Settlement; (iii) provided procedures for putative Class Members to file written Objections to the proposed Settlement, to appear at the hearing, and to state Objections to the proposed Settlement; and (iv) provided the time, date and place of the final approval hearing.

6. The Gross Settlement Amount and the means of distributing the Net Settlement Fund to Settlement Class Members are fair and reasonable in light of the nature of this case.

7. Class Counsel has provided services and benefits to absent Class Members and expended efforts and resources to secure the benefits, and is thus entitled to the requested and unopposed attorneys' fees and costs as ordered by the Court.

8. The Class Representative prosecuted this lawsuit, worked with counsel, undertook the risks associated with litigation, acted to protect the Class's interests, and conferred a benefit on absent Class Members, and is thus entitled to receive enhancement awards.

9. The designated Settlement Administrator, Apex Class Action Administration, rendered services, and will continue to render services, in connection with administering the claims and settlement process, and is thus entitled to its requested administration fees.

10. An award of \$58,690.48 in attorneys' fees and \$16,789.20 in attorney costs to Class Counsel is fair and reasonable in light of the nature of this case, Class Counsel's experience and efforts in prosecuting this Action, and the benefits obtained for the Class.

11. An incentive award to Representative Plaintiff in the amount of \$5,000.00 is fair and reasonable in light of: (a) Plaintiff's risks (including financial and professional) in commencing this action as the class representative; (b) the time and effort spent by Plaintiff in litigating this action as the class representative; and (c) Plaintiff's public interest service.

12. Payment of \$6,500 to Apex Class Action Administration for its services as the Settlement Administrator is fair and reasonable.

1 **13.** Pursuant to California Labor Code section 2699, subdivision (l)(2), the Court
2 approves of the Settlement’s provisions relating to settlement of claims under the Private
3 Attorneys General Act of 2004, Labor Code Section 2698 et seq. (“PAGA”). Representative
4 Plaintiff provided a copy of the Settlement Agreement to the California Labor and Workforce
5 Development Agency (“LWDA”) at the same time that Representative Plaintiff provided it to the
6 Court. Payment of \$16,750.00 for settlement of any and all claims for which civil penalties under
7 PAGA may be sought or are otherwise available (the “PAGA Penalty Payment”) is fair and
8 adequate. The PAGA Penalty Payment satisfies the requirements of California Labor Code
9 section 2699, subdivision (i) because \$12,562.50 (75%) of the PAGA Penalty Amount is allocated
10 to the LWDA for the enforcement of labor laws and education of employers, and \$4,187.50 (25%)
11 is allocated to for distribution to all Class Members, i.e., the allegedly “aggrieved employees.”

12 **IT IS ORDERED THAT:**

13 **1. Settlement Class Members.** The Settlement Class Members are defined as: “All
14 California citizens currently or formerly jointly employed by Defendants as non-exempt
15 employees in the State of California at any time between September 1, 2022 and December 31,
16 2023.” Excluded from the Settlement Class is the following putative Class Members who submit
17 a timely and valid Request for Exclusion: Clifford Larsen.

18 **2. Binding Effect of Final Approval Order.** This Final Approval Order applies to
19 all claims or causes of action settled under the Settlement Agreement, including any claims under
20 PAGA, and binds all Class Members. Except with respect to claims under PAGA, this Final
21 Approval Order does not bind the person who filed timely and valid Requests for Exclusion.
22 Notwithstanding the submission of any timely and valid Requests for Exclusion, all Class
23 Members are bound by the PAGA Release under this Final Approval Order and Judgment. *See*
24 *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

25 **3. Representative Plaintiff’s Release.** Representative Plaintiff is deemed to have
26 released and discharged the entities and claims as described in Section 2.6 of the Settlement
27 Agreement.
28

1 **4. Class Member Release.** Representative Plaintiff and all Settlement Class
2 Members who did not properly request exclusion, on behalf of the Releasing Parties, are: (1)
3 deemed to have released and discharged the Released Parties from all Released Claims under the
4 Settlement Agreement; and (2) barred and permanently enjoined from asserting, instituting, or
5 prosecuting, either directly or indirectly, these Released Claims. The full and complete terms of
6 the releases described in this paragraph are set forth in Sections 2.6, 2.7, and 2.8 of the Settlement
7 Agreement. Section 2.6 is applicable only to the Representative Plaintiff.

8 **1.1 PAGA Release.** Representative Plaintiff and all Class Members shall on behalf of
9 themselves and on behalf of the State of California forever discharge, waive and release the
10 Released Parties from any and all claims or action for civil penalties under PAGA during the
11 Class Period based on or arising out of the factual allegations of the Complaint including without
12 limitation any and all claims under California Labor Code sections 201, 202, 203, 204, 204.2,
13 206, 206.5, 207, 208, 210, 212, 218.5, 218.6, 221, 223, 224, 226, 226.7, 226.8, 227, 227.3, 230,
14 230.1, 233, 246, 432.5, 510, 511, 512, 513, 551, 552, 558, 976, 1025, 1102.5, 1174, 1182.12,
15 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1198.3, 1199, 1696.5, 2570.3, 2698, 2699, 2699.3,
16 2699.5, 2753, 2800, 2802, 2806, 6311, and 6399.7. The full and complete terms of the release
17 described in this paragraph are set forth in Section 2.8 of the Settlement Agreement.

18 **5. Class Relief.** Defendants AllWork, Inc. and Christian Dior Perfumes LLC (the
19 “Defendants”), or the Settlement Administrator on Defendants’ behalf, will distribute the Net
20 Settlement Fund to the Settlement Class Members. The distribution shall be in accordance to the
21 instructions and timeline set forth in Section 7 of the Settlement Agreement.

22 **6. Attorney’s Fees and Costs.** Class Counsel is awarded \$58,690.48 total in fees
23 and \$16,789.20 in costs. Defendants or the Settlement Administrator on Defendants’ behalf, must
24 pay Class Counsel this amount according to the timeline set forth in Section 2.2 of the Settlement
25 Agreement.

26 **7. Enhancement Award.** Representative Plaintiff is awarded \$5,000.00 as an
27 enhancement payment. Defendants or the Settlement Administrator on Defendants’ behalf, must
28 pay Representative Plaintiff these amounts according to the timeline set forth in Section 2.3 of

1 the Settlement Agreement.

2 **8. Payment of Settlement Administration Costs.** Payment of \$6,500 shall be made
3 to Apex Class Action LLC for its services as the Settlement Administrator according to the
4 timeline set forth in the Settlement Agreement.

5 **9. Final Accounting Report.** A Party or the Parties shall file a report from the
6 Settlement Administrator concerning the amount of money distributed pursuant to the Settlement,
7 and this report shall be filed by no later than **August 11, 2025**. The Court sets an Order to Show
8 Cause Hearing re: Compliance with Terms of Judgment for **August 18, 2025 at 8:30 a.m.** in
9 Department 6 of the above-entitled Court.

10 **10. Judgment.** The Court finds that there is no reason for delay and directs the Clerk
11 to enter judgment in accordance with the terms of this Order as of the date of this Order.

12 **11. Copy to LWDA.** Within 10 days of entry of this Final Approval Order and
13 Judgment, Representative Plaintiff shall provide a copy of this Final Approval Order and
14 Judgment to the LWDA, pursuant to California Labor Code section 2699, subdivisions (1)(3) &
15 (4).

16 **12. Court's Jurisdiction.** Pursuant to the Parties' request, California Code of Civil
17 Procedure section 664.6, and California Rule of Court 3.769(h), the Court retains jurisdiction over
18 this action and the Parties until final performance of the Settlement Agreement.

19
20
21 DATED: 12/23/2024



Elihu M. Berle

Elihu M. Berle / Judge

HON. ELIHU BERLE
JUDGE OF THE SUPERIOR COURT

CERTIFICATE OF SERVICE

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

On December 19, 2024, I served the foregoing document(s) entitled:

- AMENDED [PROPOSED] ORDER GRANTING FINAL APPROVAL AND ENTERING JUDGMENT

on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true copy thereof on the party(ies) addressed below as follows:

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- ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed. R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)
- ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business practice of Aegis Law Firm PC for collection and processing correspondence for overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal Code Civ. Proc.* § 1013(c); *Fed. R. Civ. Proc.* 5(c).)
- ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via electronic transmission via Case Anywhere on the date below. (*Cal. Code Civ. Proc.* § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)
- ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.* 5(b)(2)(A).)

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on December 19, 2024, at Irvine, California.

4 *Laila Shams*

5 Laila Shams
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