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

BRANDON MCCRAY, individually, and on
behalf of other members of the general public
similarly situated, SERGIO ACOSTA,
individually, and on behalf of other members
of the general public similarly situated, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiffs,

vs.

DAILYLOOK, INC., an unknown business
entity; and DOES 1 through 100, inclusive,

Defendant.

Case No. 22STCV18793

Honorable Lawrence P. Riff
Department SSC7

CLASS ACTION

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGEMENT**

Date: December 2, 2024
Time: 10:00 a.m.
Department: SSC7

Complaint Filed: June 7, 2022
FAC Filed: April 24, 2024
Trial Date: None Set

1 This matter has come before the Honorable Lawrence P. Riff in Department SSC7 of the
2 above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, on
3 Plaintiff Brandon McCray's ("Plaintiff McCray") and Sergio Acosta's ("Plaintiff Acosta")
4 (together "Plaintiffs" or "Class Representatives") Motion for Final Approval of Class Action
5 Settlement, Attorneys' Fees and Costs, and Enhancement Awards ("Motion for Final Approval").
6 Lawyers for Justice, PC appeared on behalf of Plaintiffs, and K&L Gates LLP appeared on behalf
7 of Defendant DailyLook, Inc. ("Defendant").

8 On May 31, 2024, the Court entered the Revised Order Granting Preliminary Approval of
9 Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
10 settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class
11 and PAGA Representative Action Settlement and Release Agreement ("Agreement,"
12 "Settlement," or "Settlement Agreement"), which, together with the exhibits annexed thereto set
13 forth the terms and conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
19 Settlement Agreement.

20 2. This Court has jurisdiction over the claims of the Settlement Class Members
21 asserted in this proceeding and over all parties to the Action.

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
24 to the Settlement Class and the Settlement. The Court hereby makes final its earlier provisional
25 certification of the Settlement Class for settlement purposes, as set forth in the Preliminary
26 Approval Order. The Class is hereby defined to include:

27 All current and former hourly-paid or non-exempt employees in California
28 at any time during the Settlement Class Period ("Settlement Class" or
"Settlement Class Members").

1 4. The Court Approved Notice of Class and Representative Action Settlement (“Class
2 Notice”) that was provided to the Settlement Class Members and PAGA Employees, fully and
3 accurately informed the Settlement Class Members of all material elements of the Agreement and
4 of their opportunity to participate in the Class Settlement, object to or comment to the Class
5 Settlement, or to seek exclusion from the Class Settlement; was the best notice practicable under
6 the circumstances; was valid, due, and sufficient notice to all Settlement Class Members; and
7 complied fully with the laws of the State of California, the United States Constitution, due process
8 and other applicable law. The Class Notice fairly and adequately described the Agreement and
9 provided the Settlement Class Members with adequate instructions and a variety of means to obtain
10 additional information.

11 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
12 Agreement and finds that it is reasonable and adequate, and in the best interests of the Settlement
13 Class as a whole. More specifically, the Court finds that the Settlement Agreement was reached
14 following meaningful discovery and investigation conducted by Lawyers *for* Justice, PC
15 (“Settlement Class Counsel”); that the Settlement Agreement is the result of serious, informed,
16 adversarial, and arms-length negotiations between the parties; and that the terms of the Agreement
17 are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the
18 evidence presented, including evidence regarding the strength of Plaintiffs’ claims; the risk,
19 expense, and complexity of the claims presented; the likely duration of further litigation; the
20 amount offered in the Settlement Agreement; the extent of investigation and discovery completed;
21 and the experience and views of Settlement Class Counsel. The Court has further considered the
22 absence of objections to the Class Settlement submitted by Settlement Class Members.
23 Accordingly, the Court hereby directs that the Class and PAGA Settlement be affected in
24 accordance with the Settlement Agreement and the following terms and conditions.

25 6. A full opportunity has been afforded to the Settlement Class Members to participate
26 in the Final Approval Hearing, and all Settlement Class Members and other persons wishing to be
27 heard have been heard. The Settlement Class Members also have had a full and fair opportunity to
28 exclude themselves from the Class Settlement. Accordingly, the Court determines that all

1 Settlement Class Members who have not submitted a timely and valid Request for Exclusion from
2 the Class Settlement (“Qualified Class Members”), are bound by the Class Settlement and by this
3 order and judgment (“Final Approval Order and Judgment”), and the State of California and all
4 current and former hourly-paid or non-exempt employees in California during the PAGA Period
5 (“PAGA Employees”) are bound by the PAGA Settlement and this Final Approval Order and
6 Judgment.

7 7. The Court finds that allocation of \$100,000.00 toward penalties under the
8 California Private Attorneys General Act of 2004 (“PAGA Allocation”), is fair, reasonable, and
9 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
10 Allocation as follows: the amount of \$75,000.00 to the California Labor and Workforce
11 Development Agency (“LWDA Payment”), and the amount of \$25,000.00 to be distributed to
12 PAGA Employees on a *pro rata* basis (i.e., PAGA Employee Amount), in accordance with the
13 terms and methodology set forth in the Agreement.

14 8. The Court finds that payment of Settlement Administration Costs in the amount of
15 \$9,500.00 is appropriate for the services performed and costs incurred and to be incurred for the
16 notice and settlement administration process. It is hereby ordered that the Settlement
17 Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount of
18 \$9,500.00, in accordance with the terms and methodology set forth in the Agreement.

19 9. The Court finds that the Enhancement Award sought is fair and reasonable for the
20 work performed by Plaintiffs on behalf of the Settlement Class, the State of California, and PAGA
21 Employees. It is hereby ordered that the Settlement Administrator issue payment in the amount of
22 \$10,000.00 each to Plaintiffs for their Enhancement Awards, according to the terms and
23 methodology set forth in the Agreement.

24 10. The Court finds that the requested Attorneys’ Fees in the amount of \$280,500.00 to
25 Settlement Class Counsel falls within the range of reasonableness, and the results achieved justify
26 the award sought. The requested attorneys’ fees to Settlement Class Counsel are fair, reasonable,
27 and appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator
28 issue payment in the amount of \$280,500.00 to Settlement Class Counsel for attorneys’ fees, in

1 accordance with the terms and methodology set forth in the Agreement.

2 11. The Court finds that the requested Litigation Costs of \$17,056.53 to Settlement
3 Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement
4 Administrator issue payment in the amount of \$17,056.53 to Settlement Class Counsel for
5 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
6 forth in the Agreement.

7 12. The table set forth below shows the calculation of the Net Settlement Amount, to
8 be distributed pursuant to the Settlement:

9 Gross Settlement Amount	\$850,000.00
10 Attorneys' Fees	\$280,500.00
11 Litigation Costs	\$17,056.53
12 Enhancement Award	\$20,000.00
13 Settlement Administration Costs	\$9,500.00
14 PAGA Allocation	\$100,000.00
15 Net Settlement Amount to be paid to	\$422,943.47
16 Settlement Class Members	

17 In addition to the Net Settlement Amount, \$25,000.00 shall be distributed to the PAGA
18 Employees on a *pro rata* basis.

19 13. The Court hereby enters Judgment by which Settlement Class Members shall be
20 conclusively determined to have given a release of any and all Released Class Claims against the
21 Released Parties, and the State of California and all PAGA Employees shall be conclusively
22 determined to have given a release of any and all Released PAGA Claims against the Released
23 Parties, as set forth in the Agreement and Class Notice.

24 14. It is hereby ordered that within 30 calendar days of the Effective Date, Defendant
25 shall deposit the Gross Settlement Amount (\$850,000.00) and Employer Taxes into the Qualified
26 Settlement Fund.

27 15. It is hereby ordered that within 50 calendar days from the Effective Date, the
28 Settlement Administrator will issue Individual Settlement Payments to Settlement Class Members,

Individual PAGA Payments to PAGA Employees, Attorneys' Fees and Costs to Settlement Class Counsel, Enhancement Award to Plaintiffs, LWDA Payment to the LWDA, and Settlement Administration Costs to itself, in accordance with the terms and methodology set forth in the Agreement.

16. Each Individual Settlement Payment and Individual PAGA Payment check will expire one hundred eighty (180) calendar days after mailing by the Settlement Administrator, and thereafter, shall be canceled. Subject to Court approval, funds (and any interest accrued thereon) associated with such canceled checks shall be, in accordance with California Code of Civil Procedure section 384, paid to Asian Americans Advancing Justice Southern California. Settlement Class Members whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound to the Class Settlement. PAGA Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound to the PAGA Settlement.

17. After entry of this Final Approval Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

18. Notice of entry of this Final Approval Order and Judgment shall be given to the Settlement Class Members and PAGA Employees by posting a copy of the Final Approval Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

19. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in Department SSC7. Settlement Class Counsel shall submit a final accounting report regarding the status of the settlement administration at least five (5) court days prior to the Final Compliance Hearing.

Dated: _____

Honorable Lawrence P. Riff
Judge of the Superior Court