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

VERONICA CHIANG, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

ZIPFIZZ CORPORATION; and DOES 1 through
100, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles
12/17/2024

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

Case No.: 23STCV17431

CLASS ACTION

*[Assigned for all purposes to Hon.
William F. Highberger, Dept. SSC-10]*

**~~PROPOSED~~ JUDGMENT AND
ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: December 11, 2024

Time: 10:30 a.m.

Dept.: SSC-10

Action Filed: July 25, 2023

Trial Date: None Set

1 The Motion of Plaintiffs Veronica Chiang and Patrick Langston (“Plaintiffs”) for Final
2 Approval of Class Action Settlement (the “Motion”) came on regularly for hearing before this
3 Court on December 11, 2024 at 10:30 a.m., pursuant to California Rule of Court 3.769 and this
4 Court’s earlier Order Granting Preliminary Approval of Class Action Settlement. Having
5 considered the proposed Settlement Agreement (the “Settlement Agreement”) and the documents
6 and evidence presented in support thereof; and recognizing the sharply disputed factual and legal
7 issues involved in this litigation, the risks of further prosecution, and the substantial benefits to
8 be received by the Settlement Class pursuant to the Settlement, the Court hereby makes a final
9 ruling that the Settlement is fair, reasonable, and adequate, and is the product of good faith, arm’s-
10 length negotiations between the parties. Good cause appearing therefor, the Court hereby
11 GRANTS Plaintiffs’ Motion and hereby ORDERS the following:

12 1. Final judgment is hereby entered in conformity with the Settlement and this Final
13 Approval Order.

14 2. The Court finds that the Settlement Class is ascertainable, and that there is a
15 sufficiently well-defined community of interest among the members of the Settlement Class in
16 questions of law and fact. Therefore, the conditional certification is hereby made final, and the
17 Court certifies, for purposes of the Settlement, the following Settlement Class:

18 All current and former non-exempt employees who worked for Defendant Zipfizz
19 Corporation (“Zipfizz”) in California at any time from June 23, 2019 to February
20 15, 2024 (the “Class Period”).

21 3. The Court hereby confirms Plaintiffs Veronica Chiang and Patrick Langston as
22 Class Representatives, and confirms Abramson Labor Group, Bokhour Labor Group, P.C., and
23 Falakassa Law, P.C., as Class Counsel.

24 4. The Court finds that notice was provided to Settlement Class members as set forth
25 in the Settlement Agreement, which was approved by the Court on July 16, 2024, and the notice
26 process has been completed in conformity with the Settlement. The Court finds that said notice
27 was the best notice practicable under the circumstances. The Class Notice provided due and
28 adequate notice of the proceedings and matters set forth therein, informed Settlement Class
members of their rights, and fully satisfied the requirements of California Code of Civil Procedure

§ 1781(e), California Rule of Court 3.769, and due process.

5. The Court finds that no Settlement Class member objected to the Settlement and no Settlement Class member opted out of the Settlement, and that the 100% participation rate in the Settlement supports final approval.

6. The Court hereby approves the settlement as set forth in the Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to its terms.

7. For purposes of settlement only, the Court finds that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the members of the Settlement Class; (d) the Class Representative 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) Class Counsel are qualified to serve as counsel for the Class Representative and the Settlement Class.

8. The Court orders that Zipfizz shall deposit the Gross Settlement Amount into an account established by Phoenix Class Action Settlement Administrators (“Settlement Administrator”), in accordance with the schedule outlined in the Settlement.

9. The Court finds that the Individual Settlement Awards, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the Individual Settlement Awards in conformity with the terms of the Settlement.

10. The Court finds that the Class Representative Service Award in the amount of \$10,000 to each Plaintiff (totaling \$20,000.00) is appropriate for the risks Plaintiffs have undertaken and for their service to the Settlement Class. The Court finds this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

11. The Court orders that the Settlement Administrator shall be paid \$11,410.17 from

the Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

12. The Court finds that attorneys’ fees in the amount of \$216,666.67 for Class Counsel, and litigation costs of \$13,519.92 (\$10,510.05 to Bokhour Law Group, P.C. and \$3,009.87 to Abramson Labor Group), are fair, reasonable, and adequate in light of the common fund created by this litigation, and orders that the Settlement Administrator distribute these payments in conformity with the terms of the Settlement Agreement. The Court further finds that the fee split agreement between Plaintiffs and Class Counsel is reasonable, and Orders that the attorneys’ fees will be split as follows: 25% to Abrams Labor Group (\$54,166.67); 37.5% to Bokhour Law Group, P.C. (\$81,250.00) and 37.5% to Falakassa Law, PC (\$81,250.00).

13. The Court finds that the payment to the California Labor & Workforce Development Agency (“LWDA”) in the amount of \$22,500.00 for its share of the settlement of Plaintiffs’ representative claims under the California Labor Code Private Attorneys General Act (“PAGA”) is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement.

14. The Court finds and determines that upon satisfaction of all obligations under the Settlement and this Order and Judgment, all Participating Class Members will be bound by the Settlement, and will have released their claims as set forth in the Settlement. Specifically, upon satisfaction of all obligations under the Settlement and this Order and Judgment, all Participating Class Members will have released Zipfizz from all of the Released Class Claims, as that term is defined in the Settlement, for the duration of the Class Period. In addition, all Settlement Class members who worked for Zipfizz in California at any time from July 11, 2022 to February 15, 2024 (the “PAGA Period”), will have released Zipfizz from the Released PAGA Claims, as that term is defined in the Settlement, for the duration of the PAGA Period.

15. This document shall constitute a final judgment pursuant to Cal. Rule of Court 3,769(h), which provides, “If the Court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The

1 court may not enter an order dismissing the action at the same time as, or after, entry of judgment.”
2 The Court will retain jurisdiction to enforce the Settlement Agreement and this Final Approval
3 Order and Judgment.

4 16. The Court orders Plaintiffs to file a report of disbursement on or before September
5 11, 2025. NACR re same set for 9/18/25 at 9 a.m.

6 **IT IS SO ORDERED.**

7
8 Dated: 12/18, 2024



Hon. William F. Highberger
Judge of the Superior Court