

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiffs
GERARDO TORO and USMAN LOPEZ ESCOBAR

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs
GERARDO TORO and USMAN LOPEZ ESCOBAR

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

GERARDO TORO, as an individual,
USMAN LOPEZ ESCOBAR, as an
individual, and on behalf of all others
similarly situated,

Plaintiff,

vs.

L.A. PROPERTIES HEFFESSE LLC, a
California limited liability company; and
DOES 1 through 10,

Defendants.

Case No.: 23STCV26332

*[Assigned for all purposes to the Hon. Laura A.
Seigle, Dept. SSC-17]*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVES' SERVICE AWARDS,
AND ATTORNEYS' FEES AND COSTS**

Date: March 25, 2025
Time: 9:00 a.m.
Dept.: SSC-17

1 This matter came on regularly for hearing before this Court on March 25, 2025, pursuant to
2 California Rule of Court 3.769 and this Court's November 18, 2024 Order Granting Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties'
4 Class Action and PAGA Settlement Agreement and Class Notice (herein "Settlement")¹ and the
5 documents and evidence presented in support thereof, and recognizing the disputed factual and legal
6 issues involved in this case, the risks of further prosecution and the substantial benefits to be received
7 by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the
8 proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length
9 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiffs'
10 Motion for Final Approval of Class Action Settlement and ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
13 as:

14 All individuals whom Defendant L.A. Properties Heffesse LLC and/or Joseph
15 Heffesse employed in the positions of maintenance, handyman, administrative,
16 and/or all individuals who assist in business operations and who worked for
17 Defendants in California at any time during the Class Period.

18 Class Period shall mean the time period between October 6, 2019 through
19 November 18, 2024.

20 2. Plaintiffs Gerardo Toro and Usman Lopez Escobar are hereby confirmed as Class
21 Representatives, and Scott M. Lidman and Milan Moore of Lidman Law, APC and Paul K. Haines of
22 Haines Law Group, APC are hereby confirmed as Class Counsel.

23 3. Notice was provided to the Settlement Class of 49 as set forth in the Settlement. The
24 form and manner of notice were approved by the Court on November 18, 2024, and the notice process
25 has been completed in conformity with the Court's Order. The Court finds that said notice was the best
26 notice practicable under the circumstances. The court-approved Class Notice provided due and adequate
27 notice of the proceedings and matters set forth therein, informed Settlement Class members of their

28 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

4. The Court finds that no Settlement Class member objected to the Settlement, that 0 of the 49 class members has opted out of the Settlement, and that the 100% participation rate in the Settlement supports final approval.

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

6. 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 Representatives are typical of the claims of the members of the Settlement Class; (d) the Class Representatives have 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 Representatives and the Settlement Class.

7. The Court finds that given the absence of objections to the Settlement, and objections being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

8. The Court orders that Defendants fully fund the Gross Settlement Amount of \$500,000.00, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; or (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the

Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

9. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed shall be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of the Settlement Class member.

10. The Court finds that the settlement payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments in conformity with the terms of the Settlement.

11. The Court finds that an incentive payment in the amount of \$10,000.00 for Plaintiff Gerardo Toro is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

12. The Court finds that an incentive payment in the amount of \$10,000.00 for Plaintiff Usman Lopez Escobar is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

13. The Court finds that attorneys' fees in the amount of \$166,666.67 and actual litigation costs of \$16,245.03 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

14. The Court orders that the Settlement Administrator shall be paid \$5,750.00 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.

15. The Court finds that the payment to the California Labor & Workforce Development Agency ("LWDA") in the amount of \$15,000.00 for its 75% share of the \$20,000 settlement of Plaintiffs' representative action 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. The remaining 25% or \$5,000

1 of the PAGA Amount is to be distributed to the 40 Aggrieved Employees in conformity with the terms
2 of the Settlement. The highest Individual PAGA Payment to an Aggrieved Employee is \$192.31, and
3 the average Individual PAGA Payment to be paid is \$125.00.

4 16. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the
5 portion of the Net Settlement Amount allocated to wages shall be paid by Defendants separately from,
6 and in addition to, the Gross Settlement Amount.

7 17. After the above deductions, attorneys' fees (\$166,666.67), attorneys' litigation costs
8 (\$16,245.03), incentive payments to Plaintiffs (\$20,000.00 or \$10,000.00 each), Settlement
9 Administrator costs (\$5,750.00), and the PAGA Amount to the LWDA (\$15,000.00), the Net Settlement
10 Amount of \$276,338.30 is to be distributed to 49 Settlement Class members, that worked a total of 6,366
11 workweeks during the Class Period, in conformity with the terms of the Settlement. The lowest
12 Individual Settlement Share to be paid to a Settlement Class member is \$170.49, the highest Individual
13 Settlement Share is \$11,849.21, and the average Individual Settlement Share to be paid is \$5,537.50.

14 18. The Court finds and determines that upon satisfaction of all obligations under the
15 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will have
16 released the Released Claims as set forth in the Settlement, and will be permanently barred from
17 prosecuting against Defendants any of the Released Claims pursuant to the Settlement.

18 19. The Settlement is not an admission by Defendants nor is this Order a finding of the
19 validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the Settlement, nor
20 any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
21 deemed an admission of liability, culpability, or wrongdoing on the part of Defendants.

22 18. The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order,
23 and the Judgment entered in connection with the Settlement.

24 19. The Settlement Administrator shall file a declaration regarding the disbursement of
25 Settlement funds on or before December 5, 2025.

1 **IT IS SO ORDERED.**

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3 Dated: _____, 2025

4 Honorable Laura A. Seigle
5 Judge of the Superior Court
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