

Electronically Received 08/18/2025 03:16 PM

1 **JUSTICE FOR WORKERS, P.C.**

William C. Sung SB# 280792

2 E-Mail: william@justiceforworkers.com

Tiffany L. Luu SB# 335127

3 E-Mail: tluu@justiceforworkers.com

9575 Bolsa Avenue

4 Westminster, CA 92683

Tel: 323-922-2000

5 Fax: 323-922-2000

6 Attorneys for Plaintiff AMAYA NELSON

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

10 AMAYA NELSON, an individual and on
11 behalf of all others similarly situated;

12 Plaintiff,

13 vs.

14 CLAIR GLOBAL CORP., a Pennsylvania
15 corporation; and DOES 1 through 50,

16 Defendants.

Case No.: 24STCV14597

[Assigned for All Purposes to:
Hon. Laura A. Seigle, Dept. 17]

**~~(PROPOSED)~~ JUDGMENT AND ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, CLASS
REPRESENTATIVE SERVICE
PAYMENT, AND ATTORNEY'S FEES
AND COSTS**

(Filed concurrently with Motion for Final
Approval and Supporting Declarations)

DATE: September 18, 2025

TIME: 9:00 a.m.

DEPT: 17

Action Filed: June 10, 2024

Trial Date: Not Set

FILED
Superior Court of California
County of Los Angeles

09/18/2025

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

1 The Motion of Plaintiff Amaya Nelson (“Plaintiff”) for Final Approval of Class Action and
2 PAGA Settlement, Class Representative Service Payment, and Attorneys’ Fees and Costs (“Final
3 Approval Motion”) came on regularly for hearing before this Court pursuant to California Rule of
4 Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of Class Action and
5 PAGA Settlement (“Preliminary Approval Order”). Having considered the Parties’ Class Action
6 and PAGA Settlement Agreement (“Settlement” or “Agreement”)¹, and the documents and
7 evidence presented in support thereof, and recognizing the sharply disputed factual and legal issues
8 involved in this case, the risks of further prosecution, and the substantial benefits to be received by
9 the Class pursuant to the Settlement, the Court hereby makes a final ruling that the Settlement is
10 fair, reasonable, and adequate pursuant to California Code of Civil Procedure § 382, and is the
11 product of good faith, arm’s-length negotiations between the parties. Good cause appearing
12 therefor, the Court hereby GRANTS Plaintiff’s Final Approval Motion and hereby ORDERS,
13 ADJUDGES, AND DECREES the following:

14 1. Final judgment is hereby entered in conformity with the Settlement Agreement and
15 this Final Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus certifies,
17 for purposes of the Settlement, the following Class:

18 All current and former non-exempt employees who worked for Defendant Clair
19 Global Corp. (“Defendant”) in California during the Class Period of June 10, 2020
20 to April 22, 2025.

21 3. The Court hereby confirms Plaintiff as the Class Representative; William C. Sung
22 and Tiffany L. Luu of Justice for Workers, P.C. as Class Counsel; and Phoenix Settlement
23 Administrators as the Administrator.

24 4. Notice was provided to Class Members as set forth in the Settlement, which was
25 approved by the Court on May 22, 2025, and the notice process has been completed in conformity
26 with the Settlement and the Court's Preliminary Approval Order. The Court finds that said notice
27 was the best notice practicable under the circumstances, and that individual notice was provided to
28 _____

¹ All defined terms contained herein shall have the same meanings as set forth in the Agreement.

1 all Class Members who could be identified through reasonable effort. The Class Notice provided
2 due and adequate notice of the proceedings and matters set forth therein.

3 5. The Court finds that no Class Member objected to the Settlement, that only 2 Class
4 Member requested exclusion from the Settlement, and that the 99.57% participation rate in the
5 Settlement supports final approval.

6 6. The two Class Members who requested exclusion from the Settlement are Gordon
7 Baeyen and Paul J. Skedel, who, as a result of their requests for exclusions and pursuant to the
8 terms of the Settlement, are not bound by the Released Class Claims stated in Paragraph 18 of this
9 Order, but will be deemed to have released the Released PAGA Claims stated in Paragraph 19 of
10 this Order.

11 7. The Court further finds that the Settlement is fair, reasonable, and adequate, and
12 orders the Parties to effectuate the Settlement according to its terms.

13 8. For purposes of settlement only, the Court finds that: (a) the Class Members are
14 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
15 of law or fact common to the Class, and there is a well-defined community of interest among
16 members of the Class with respect to the subject matter of the litigation; (c) the claims of the Class
17 Representative are typical of the claims of the Settlement Class members; (d) the Class
18 Representative has fairly and adequately protected the interests of the Class; (e) a class action is
19 superior to other available methods for an efficient adjudication of this controversy; and (f) Class
20 Counsel are qualified to serve as counsel for the Class Representative and the Class.

21 9. The Court finds that given the absence of objections to the Settlement, this Order
22 shall be considered final as of the date of entry.

23 10. The Court finds that the Individual Class Payments and Individual PAGA Payments,
24 as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Administrator to
25 distribute the Individual Class Payments and Individual PAGA Payments in conformity with the
26 terms of the Settlement.

27 11. The Court orders Defendant to deposit the Gross Settlement Amount of \$450,000.00
28 and the employer payroll taxes with the Administrator within 30 calendar days of the Effective

1 Date.

2 12. The Court finds that a Class Representative Service Payment in the amount of
3 \$7,500.00 to the Plaintiff is appropriate for Plaintiff's service to the Class. The Court finds that this
4 payment is fair, reasonable, and adequate, and orders that the Administrator make this payment in
5 conformity with the terms of the Settlement

6 13. The Court finds that attorney's fees in the amount of \$150,000.00 and litigation costs
7 of \$14,018.89 for Class Counsel are fair, reasonable, and adequate in light of the common fund
8 created by the Settlement, and orders that the Administrator distribute these payments to Class
9 Counsel in conformity with the terms of the Settlement.

10 14. The Court orders that the Administrator shall be paid \$7,950.00 from the Gross
11 Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be
12 done until the completion of this matter and finds that sum appropriate.

13 15. The Court finds that the payment to the California Labor & Workforce Development
14 Agency ("LWDA") in the amount of \$18,750.00 for its share of the settlement of Plaintiff's
15 representative claim under the PAGA is fair, reasonable, and adequate, and orders the Administrator
16 to distribute this payment to the LWDA in conformity with the terms of the Settlement.

17 16. The Court orders that any settlement checks shall be negotiable for 180 calendar
18 days from the date of issuance of the check, and that any settlement checks that remain uncashed
19 after one 180 days after they are mailed shall be distributed to the Controller of the State of
20 California to be held pursuant to the Unclaimed Property Law, California Civil Code §§ 1500, *et*
21 *seq.*, in the name of the Class Member to whom the check was issued.

22 17. "Released Parties" means Defendant and each of its former and present directors,
23 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
24 subsidiaries, and affiliates.

25 18. Upon the funding of the entire Gross Settlement Amount and employer payroll taxes,
26 all Participating Class Members, on behalf of themselves and their respective former and present
27 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
28 Parties from all causes of action and claims that were alleged in the Action or reasonably could have

1 been alleged based on the facts and legal theories contained in the Operative Complaint or
2 ascertained in the course of the Action, arising during the Class Period, including all of the
3 following claims for relief: (1) failure to provide first or second meal periods; (2) failure to provide
4 accurate itemized wage statements; (3) failure to reimburse necessary business expenses; (4) unfair
5 competition; (5) failure to pay overtime; and (6) failure to pay all wages upon separation of
6 employment; and/or any of the claims, causes of action or legal theories of relief pleaded in the
7 Operative Complaint (the “Released Class Claims”). Except for the Released PAGA Claims,
8 Participating Class Members do not release any other claims, including claims for vested benefits,
9 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
10 insurance, disability, social security, workers' compensation, or claims based on facts occurring
11 outside the Class Period.

12 19. Upon the funding of the entire Gross Settlement Amount and employer payroll taxes,
13 all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
14 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
15 Released Parties from all causes of action and claims for civil penalties under the California Private
16 Attorneys General Act of 2004 that were alleged or reasonably could have been alleged based on
17 the facts and legal theories contained in the Operative Complaint and PAGA Notice or ascertained
18 in the course of the Action, arising during the PAGA Period, including claims for civil penalties
19 based on the following: (1) failure to provide first or second meal periods; (2) failure to provide
20 accurate itemized wage statements; (3) failure to reimburse necessary business expenses; (4) unfair
21 competition; (5) failure to pay overtime; and (6) failure to pay all wages upon separation of
22 employment; or any of the claims, causes of action or legal theories of relief pleaded in the
23 Operative Complaint; and/or claims, causes of action or legal theories of relief seeking civil
24 penalties under the California Private Attorneys General Act of 2004 pled in the Operative
25 Complaint and underlying PAGA Notice (the “Released PAGA Claims”). Aggrieved Employees
26 only release these claims for the duration of the PAGA Period.

27 20. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
28 notice of this final Judgment and Order to all Participating Class Members by mail along with their

1 Individual Class Payments and to the LWDA pursuant to Labor Code § 2699.

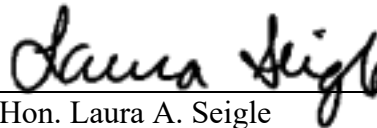
2 21. This document shall constitute a final judgment pursuant to California Rule of Court
3 3.769(h), which provides: “If the court approves the settlement agreement after the final approval
4 hearing, the court must make and enter judgment. The judgment must include a provision for the
5 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
6 may not enter an order dismissing the action at the same time as, or after, entry of judgment.”
7 Pursuant to California Code of Civil Procedure § 664.6, the Court retains jurisdiction to enforce the
8 Settlement, the Final Approval Order, and this Judgment.

9 22. The Court sets a Non-Appearance Compliance Hearing for August 10,
10 2026 at 8:30 a.m. in Department 17 of the above-entitled Court. Plaintiff shall file a Final
11 Disbursement Declaration from the Administrator no later than 7 calendar days prior to the
12 Compliance Hearing.

13 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

14
15 DATED: 09/18/2025, 2025





Hon. Laura A. Seigle
Judge of the Superior Court
Laura A. Seigle / Judge