

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

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

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]

CLASS ACTION

**(PROPOSED) ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

DATE: April 24, 2025

TIME: 9:00 a.m.

DEPT: 17

Action Filed: June 10, 2024

Trial Date: Not Set

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2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised before and/or at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant Clair Global Corp. (“Defendant”) (together with Plaintiff, the “Parties”) agrees to create a common, non-reversionary gross fund of \$450,000.00 (the “Gross Settlement Amount”) to cover (a) Individual Class Payments to Participating Class Members; (b) Administration Expense Payment of up to \$7,950.00; (c) PAGA Penalties of \$25,000.00 for settlement of claims for civil penalties under the California Private Attorneys General Act, Labor Code sections 2698, et seq. (“PAGA”), and distributed as 25% (\$6,250.00) to Aggrieved Employees as Individual PAGA Payments and 75% (\$18,750.00) to the California Labor and Workforce Development Agency (the “LWDA”); (d) the Class Representative Service Payment up to \$7,500.00 to Plaintiff; (e) Class Counsel Fees Payment of not more than one-third of the Gross

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1 Settlement Amount (currently estimated to be \$150,000.00) to Class Counsel for reimbursement of
2 reasonable attorney's fees; and (f) Class Counsel Litigation Expense Payment of not more than
3 \$20,000.00 to Class Counsel for reimbursement of reasonable litigation expenses. Defendant is
4 separately responsible for the payroll taxes owed on the wage portions of the Individual Class
5 Payments to Participating Class Members.

6 3. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is fair
7 and reasonable to the Class Members when balanced against the probable outcome of further
8 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
9 significant formal and informal discovery, investigation, research, and litigation have been
10 conducted such that counsel for the respective Parties at this time are able to reasonably evaluate
11 their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks
12 that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement
13 has been reached as the result of serious, informed, adversarial, and arms-length negotiations
14 between the Parties. Accordingly, the Court preliminarily finds that the Settlement was entered into
15 in good faith and meets the requirements for preliminary approval.

16 4. A Final Approval Hearing on the question of whether the proposed Settlement, Class
17 Counsel Fees Payment and Litigation Expenses Payment, Administration Expense Payment, the
18 PAGA Penalties, and the Class Representative Service Payment should be finally approved as fair,
19 reasonable, and adequate as to the members of the Class is hereby set in accordance with the
20 Implementation Schedule set forth below.

21 5. The Court provisionally certifies, for settlement purposes only, the following Class:
22 "All current and former non-exempt employees who worked for Defendant within the State of
23 California at any time during the Class Period." The "Class Period" means the period from June 10,
24 2020 to April 22, 2025. Excluded from the Class will be any Class Member who opts out of the
25 Settlement by sending the Administrator a timely and valid request to opt out of the Settlement.

26 6. Furthermore, the Court provisionally approves, for settlement purposes only, the
27 settlement of PAGA Penalties, the LWDA PAGA Payment, and the Individual PAGA Payments to
28 Aggrieved Employees. "Aggrieved Employees" are defined as "all current and former non-exempt

employees who worked for Defendant within the State of California at any time during the PAGA Period.” The “PAGA Period” means the period from March 26, 2023 to April 22, 2025.

7. Release of Claims. The release provisions of the Settlement, as set forth below, are provisionally approved:

a. Released Parties. “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

b. Plaintiff's Release. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and Plaintiff's respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences related to Plaintiff's employment with Defendant, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice or ascertained in the course of the Action.

(“Plaintiff's Release”). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

1 c. Release of Class Claims by Participating Class Members. Effective on the
2 date when Defendant fully funds the entire Gross Settlement Amount and funds all employer
3 payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class
4 Members, on behalf of themselves and their respective former and present representatives, agents,
5 attorneys, heirs, administrators, successors, and assigns, release Released Parties from all causes of
6 action and claims that were alleged in the Action or reasonably could have been alleged based on
7 the facts and legal theories contained in the Operative Complaint or ascertained in the course of the
8 Action, arising during the Class Period, including all of the following claims for relief: (1) failure to
9 provide first or second meal periods; (2) failure to provide accurate itemized wage statements; (3)
10 failure to reimburse necessary business expenses; (4) unfair competition; (5) failure to pay
11 overtime; and (6) failure to pay all wages upon separation of employment; and/or any of the claims,
12 causes of action or legal theories of relief pleaded in the Operative Complaint (the “Released Class
13 Claims”). Except for the Released PAGA Claims, Participating Class Members do not release any
14 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
15 Employment and Housing Act, unemployment insurance, disability, social security, workers'
16 compensation, or claims based on facts occurring outside the Class Period.

17 d. Release by Aggrieved Employees. Effective on the date when Defendant
18 fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the
19 Wage Portion of the Individual Class Payments, all Aggrieved Employees are deemed to release, on
20 behalf of themselves and their respective former and present representatives, agents, attorneys,
21 heirs, administrators, successors, and assigns, the Released Parties from all causes of action and
22 claims for civil penalties under the California Private Attorneys General Act of 2004 that were
23 alleged or reasonably could have been alleged based on the facts and legal theories contained in the
24 Operative Complaint and PAGA Notice or ascertained in the course of the Action, arising during
25 the PAGA Period, including claims for civil penalties based on the following: (1) failure to provide
26 first or second meal periods; (2) failure to provide accurate itemized wage statements; (3) failure to
27 reimburse necessary business expenses; (4) unfair competition; (5) failure to pay overtime; and (6)
28 failure to pay all wages upon separation of employment; or any of the claims, causes of action or

1 legal theories of relief pleaded in the Operative Complaint; and/or claims, causes of action or legal
2 theories of relief seeking civil penalties under the California Private Attorneys General Act of 2004
3 pled in the Operative Complaint and underlying PAGA Notice (the “Released PAGA Claims”).

4 8. The Court finds, for settlement purposes only, that the Class meets the requirements
5 for certification under California Code of Civil Procedure section 382 in that: (1) the Class is so
6 numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of
7 general interest, to all Class Members, which predominate over individual issues; (3) Plaintiff's
8 claims are typical of the claims of the Class Members; (4) Plaintiff and Class Counsel will fairly
9 and adequately protect the interests of the Class Members; and (5) a class action is superior to other
10 available methods for the fair and efficient adjudication of the controversy.

11 9. The Court appoints, for settlement purposes only, Plaintiff as the Class
12 Representative. The Court approves, on a preliminary basis, payment of a Class Representative
13 Service Payment to Plaintiff of up to \$7,500.00 from the Gross Settlement Amount, in addition to
14 the amount Plaintiff is eligible to receive as a Class Member, for Plaintiff's contributions and
15 participation in the litigation, for the risks and duties attendant to Plaintiff's role as the Class
16 Representative, and for Plaintiff's general release of claims against the Released Parties. To the
17 extent the final amount awarded is less, the remainder will be retained in the Net Settlement
18 Amount for distribution to Participating Class Members.

19 10. The Court appoints, for settlement purposes only, Plaintiff's Counsel William C.
20 Sung and Tiffany L. Luu of Justice for Workers, P.C., as Class Counsel. The Court approves, on a
21 preliminary basis, Class Counsel Fee Payment up to one-third of the Gross Settlement Amount
22 (currently estimated to be \$150,000.00) as reasonable attorney's fees and Class Counsel Litigation
23 Expenses Payment for reimbursement of actual costs not to exceed \$20,000.00, payable from the
24 Gross Settlement Amount. To the extent actual costs are less and/or the final amounts awarded for
25 fees and/or costs are less, the remainder will be retained in the Net Settlement Amount for
26 distribution to Participating Class Members.

27 11. The Court appoints Phoenix Settlement Administrators as the Administrator with
28 payment, payable from the Gross Settlement Amount, for Administration Expenses Payment not to

1 exceed \$7,950.00, except upon a showing of good cause and as approved by the Court. To the
2 extent administration costs are less, the remainder will be retained in the Net Settlement Amount for
3 distribution to Participating Class Members.

4 12. The Administrator shall perform services and duties as provided for in the
5 Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail, in
6 English and Spanish, to Class Members. Class Members shall not be required to submit a claim
7 form to receive Individual Class Payments.

8 13. The Court approves the Class Notice in substantially similar form and content as is
9 attached to the Settlement as Exhibit A. The Court finds, on a preliminary basis, that the plan for
10 distribution of the Class Notice satisfies due process, provides the best notice practicable under the
11 circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

12 14. The obligations set forth in the Settlement are deemed part of this Preliminary
13 Approval Order, and the Parties and Administrator are ordered to carry out the Settlement according
14 to its terms and provisions.

15 15. The Court orders the following Implementation Schedule:

16 Defendant to provide the Administrator 17 with the Class Data	Within 15 calendar days after entry of this Preliminary Approval Order
18 Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data from Defendant
19 Response Deadline for Class Members	Within 45 calendar days after the Administrator mails 20 the Class Notice (extended by 14 calendar days for any re-mailed initial Class Notices)
21 Last Day to File a Motion for Final 22 Approval of Class Action and PAGA Settlement	At least 16 court days before the Final Approval Hearing:
23 Final Approval Hearing	_____, 2025 at ____ a.m./p.m.

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25 16. The Court reserves the right to continue the date of the Final Approval Hearing
26 without further notice to Class Members.

27 17. The Settlement is preliminarily approved but is not an admission by Defendant of the
28 validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of

1 law. Neither the Settlement nor any related document shall be offered or received in evidence in any
2 civil, criminal, or administrative action or proceeding other than as may be necessary to
3 consummate or enforce the Settlement.

4 **IT IS SO ORDERED.**

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6 Dated: _____, 2025

The Honorable Laura A. Seigle
Judge of the Superior Court