

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney S. Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com

Attorneys for Plaintiff MIRANDA LOPEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

MIRANDA LOPEZ, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

BEHAVIOR FRONTIERS, LLC, a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No. 22STCV15331

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: April 9, 2024
Time: 9:00 a.m.

Judge: Hon. Elihu M. Berle
Dept.: 6

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Attorneys' Fees, Litigation Costs, and Class
3 Representative Payment duly came on for hearing on April 9, 2024 before the above-entitled Court.
4 The JCL Law Firm, APC, Zakay Law Group, APLC, and Lawyers for Justice, PC appeared on
5 behalf of Plaintiff MIRANDA LOPEZ ("Plaintiff"). Kading Briggs LLP appeared on behalf of
6 Defendant BEHAVIOR FRONTIERS, LLC ("Defendant").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All terms used herein shall have the same meaning as defined in the
12 Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of Los Angeles ("Court"), Case No. 22STCV15331,
15 entitled *Miranda Lopez v. Behavior Frontiers, LLC*, and over all Parties to this litigation, including
16 the Class.

17 **Preliminary Approval of the Settlement**

18 3. On December 11, 2023, the Court granted preliminary approval of a class-
19 wide settlement. At this same time the court approved certification of a provisional settlement class
20 for settlement purposes only. The Court confirms this Order and finally approves the settlement
21 and the certification of the Class, defined as all individuals employed by Defendant in California in
22 a non-exempt position at any time from May 9, 2018, to July 31, 2023.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Notice Packet was
25 mailed by first class U.S. Mail to the Class Members at their last known addresses on January 5,
26 2024. Mailing of the Notice Packet to their last known addresses was the best notice practicable
27 under the circumstances and was reasonably calculated to communicate actual notice of the
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1 litigation and the proposed settlement to the Class Members. The Court finds that the Notice Packet
2 provided fully satisfies the requirements of California Rules of Court, rules 3.766 and 3.769.

3 5. The Response Deadline for opting out or objecting was March 5, 2024. There
4 was an adequate interval between notice and deadline to permit Class Members to choose what to
5 do and act on their decision. No Class Members objected. No Class Members requested exclusion.

6 **Fairness Of The Settlement**

7 6. The Agreement provides for a Gross Settlement Amount of \$2,000,000.00.
8 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
9 Cal.App.4th 1794, 1801.)

10 a. The settlement was reached through arms-length bargaining between
11 the parties. There is no evidence of any collusion between the parties in reaching the proposed
12 settlement.

13 b. The Parties' investigation and discovery have been sufficient to allow
14 the Court and counsel to act intelligently.

15 c. Counsel for all parties are experienced in similar employment class
16 action litigation and have previously settled similar class claims on behalf of employees claiming
17 compensation. All counsel recommended approval of the Settlement.

18 d. No objections were received. No requests for exclusion were
19 received.

20 e. The participation rate is high. All Class Members will be
21 participating in the Settlement and will be sent settlement payments.

22 7. The consideration to be given to the Class Members under the terms of the
23 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
24 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
25 Released Class Claims, given the uncertainties and risks of the litigation and the delays which would
26 ensue from continued prosecution of the Action.

27 8. The Agreement is finally approved as fair, adequate, and reasonable and in
28 the best interests of the Settlement Class Members.

1 **PAGA Payment**

2 9. The Agreement provides for a PAGA Payment in the amount of \$60,000.00.
3 The Court has reviewed the PAGA Payment and finds and determines that the PAGA Settlement
4 and the allocation of \$45,000.00 to LWDA and \$15,000.00 to the Aggrieved Employees is fair and
5 reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72
6 Cal.App.5th 56. The PAGA Settlement is approved pursuant to California Labor Code Section
7 2699(1)(2).

8 **Attorneys' Fees and Litigation Costs**

9 10. The Agreement provides for Attorneys' Fees and Litigation Costs in the
10 amount of up to Seven Hundred Six Thousand, Six-Hundred Sixty-Six Dollars and Sixty-Seven
11 Cents (\$706,666.67). Subject to Court approval, the payment for Attorneys' Fees and Litigation
12 Costs consists of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount, or Six
13 Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$666,666.67)
14 and reimbursement of costs and expenses in the amount of up to Forty Thousand Dollars and Zero
15 Cents (\$40,000.00).

16 11. A payment for Attorneys' Fees and Litigation Costs in the amount of Six
17 Hundred Eighty-Seven Thousand, One Hundred Ninety-Five Dollars and Ninety-Nine Cents
18 (\$687,195.99) comprised of attorneys' fees in the amount of Six Hundred Sixty-Six Thousand, Six
19 Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$666,666.67) and reimbursement of costs and
20 expenses in the amount of Twenty Thousand, Five Hundred Twenty-Nine Dollars and Thirty-Two
21 Cents (\$20,529.32) is reasonable in light of the contingent nature of Class Counsel's fee, the hours
22 worked by Class Counsel, and the results achieved by Class Counsel. The requested attorneys' fee
23 award represents one-third (1/3) of the common fund, which is reasonable and at the low end of the
24 range for fee awards in common fund cases and is supported by Class Counsel's lodestar.

25 **Class Representative Payment**

26 12. The Agreement provides for a Class Representative Payment of up to \$10,000
27 for Plaintiff, Miranda Lopez, subject to the Court's approval. The Court finds that the amount of
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1 \$10,000 is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action
2 litigation.

3 **Administration Expenses Payment**

4 13. The Agreement provides for Administration Expenses Payment to be paid in
5 an amount not to exceed \$33,000.00. The Declaration of the Administrator provides that the actual
6 claims administration expenses were \$33,000.00. The amount of this payment is reasonable in light
7 of the work performed by the Administrator.

8 **II.**

9 **ORDERS**

10 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

11 1. The Class is certified for the purposes of settlement only. The Settlement
12 Class is hereby defined to include:

13 All individuals employed by Defendant in California in a non-exempt position
14 during the Class Period. The Class Period is defined as the period from May 9,
15 2018 to July 31, 2023.

16 2. There are 5,429 members of the Class. Every person in the Class who did
17 not opt out is a Participating Class Member. After providing Notice to the Class, there are zero opt-
18 outs to the Settlement.

19 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
20 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
21 this Order and the terms of the Agreement.

22 4. Defendant shall fund the Gross Settlement Amount on the Funding Date. In
23 exchange the Class Members shall release Defendant from the Released Class Claims and the
24 Aggrieved Employees shall release the Released PAGA Claims.

25 a. The Released Class Claims are defined as all claims, rights, demands,
26 liabilities, and causes of action alleged in the Complaint and First Amended Complaint in the Action,
27 and claims that reasonably could have been alleged based on the Class Period facts alleged in the
28 Complaint and First Amended Complaint or based on any facts ascertained in the course of the

1 litigation, including (a) any and all claims involving any alleged failure to pay wages for all time
2 worked, including failure to compensate for alleged “off the clock” work, failure to pay minimum
3 wage, and failure to pay overtime, (b) any and all claims involving any alleged failure to pay
4 overtime at the regular rate of pay, (c) any and all claims involving any alleged failure to provide
5 compliant meal and rest periods, including failure to pay meal and rest period premium pay, (d) any
6 and all claims involving any alleged failure to timely pay all wages due upon termination, (e) any
7 and all claims involving any alleged failure to timely pay all wages due during employment, (f) any
8 and all claims involving any alleged failure to provide compliant wage statements, (g) any and all
9 claims involving any alleged failure to keep requisite payroll records, (h) any and all claims
10 involving any alleged failure to reimburse business expenses, (i) any and all claims involving any
11 alleged failure to pay paid sick leave at the correct rate of pay, and (j) any and all claims involving
12 any alleged failure to properly pay reporting time pay, which occurred during the Class Period. The
13 release shall include all Federal Fair Labor Standards Act claims which could have been brought
14 based on the facts pleaded in the Complaint or First Amended Complaint.

15 b. The Released PAGA Claims are defined as all claims for PAGA
16 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts
17 alleged in the Complaint, First Amended Complaint or PAGA Notice or based on any facts
18 ascertained in the course of the litigation, including (a) any and all claims involving any alleged
19 failure to pay wages for all time worked, including failure to compensate for alleged “off the clock”
20 work, failure to pay minimum wage, and failure to pay overtime, (b) any and all claims involving
21 any alleged failure to pay overtime at the regular rate of pay, (c) any and all claims involving any
22 alleged failure to provide compliant meal and rest periods, including failure to pay meal and rest
23 period premium pay, (d) any and all claims involving any alleged failure to timely pay all wages
24 due upon termination, (e) any and all claims involving any alleged failure to timely pay all wages
25 due during employment, (f) any and all claims involving any alleged failure to provide compliant
26 wage statements, (g) any and all claims involving any alleged failure to keep requisite payroll
27 records, (h) any and all claims involving any alleged failure to reimburse business expenses, (i) any
28 and all claims involving any alleged failure to pay paid sick leave at the correct rate of pay, and (j)

1 any and all claims involving any alleged failure to properly pay reporting time pay, which occurred
2 during the PAGA Period. The PAGA Period means the period from May 17, 2022, to July 31, 2023.

3 5. Class Counsel are awarded a payment for Attorneys' Fees and Litigation
4 Costs in the amount of \$687,195.99 comprised of attorneys' fees in the amount of Six Hundred
5 Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$666,666.67) and
6 reimbursement of costs and expenses in the amount of Twenty Thousand, Five Hundred Twenty-
7 Nine Dollars and Thirty-Two Cents (\$20,529.32). Class Counsel shall not seek or obtain any other
8 compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

9 6. The payment of the Class Representative Payment to the Plaintiff in the
10 amount of \$10,000 is approved.

11 7. The payment of \$33,000.00 to the Administrator for the Administration
12 Expenses Payment is approved.

13 8. The PAGA Payment of \$60,000 is hereby approved as fair, reasonable,
14 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
15 finds that Plaintiff and Class Counsel negotiated the PAGA Settlement at arms-length, absent of any
16 fraud or collusion.

17 9. Final Judgment is hereby entered in this action. The Final Judgment shall
18 bind each Participating Class Member.

19 10. Final Judgment shall also bind Plaintiff, the State of California, the LWDA,
20 and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act ("PAGA").

21 11. The term "Aggrieved Employees" is hereby defined to include all individuals
22 employed by Defendant in California in a non-exempt position at any time during the PAGA Period.
23 The PAGA Period means the period from May 17, 2022, to July 31, 2023.

24 12. The Court further finds and determines that Class Counsel satisfied
25 California Labor Code § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of
26 claims arising under the Private Attorney General Act ("PAGA") on August 31, 2023, and again on
27 February 2, 2024.

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1 13. The Court orders Class Counsel to comply with California Labor Code §
2 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
3 entry of this Order.

4 14. The Agreement is not an admission by Defendant, nor is this Final Approval
5 Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by
6 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
7 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
8 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
9 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
10 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
11 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
12 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
13 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
14 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
15 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
16 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
17 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
18 or issue preclusion or similar defense as to the claims being released by the Settlement.

19 15. Notice of entry of this Final Approval Order and Judgment shall be given to
20 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
21 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
22 Approval Order and Judgment shall be posted on Administrator's website as indicated in the Notice
23 Packet.

24 16. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
25 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
26 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
27 connection with the distribution of settlement benefits.

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17. If the Settlement does not become final and effective in accordance with the terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment, and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

IT IS SO ORDERED.

DATED: _____

Hon. Elihu M. Berle
JUDGE OF THE SUPERIOR COURT