

NOV 15 2018

Sherri R. Carter, Executive Officer/Clerk of Court
By: , Deputy
Lori M'Greene

1 Michael Nourmand, Esq. (SBN 198439)
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5 Attorneys for Plaintiffs,
AURORA RIOS aka JOSEFINA AISPURO TORRES,
6 on behalf of herself and all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

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FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE

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11 AURORA RIOS aka JOSEFINA AISPURO
TORRES, on behalf of herself and all others
12 similarly situated,

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Plaintiffs,

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v.

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EDS DISTRIBUTION SERVICES LLC, a New
16 Jersey limited liability company; and DOES 1
through 100, Inclusive

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Defendants.

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) CASE NO.: BC 617069

) [Assigned for all purposes to the Hon.
) Carolyn B. Kuhl - Dept. "12"]

) **[PROPOSED] ORDER GRANTING**
) **FINAL APPROVAL OF**
) **SETTLEMENT**

) DATE: November 15, 2018
) TIME: 11:00 a.m.
) DEPT.: 12

1 This matter having come before the Court on November 15, 2018 for final fairness hearing
2 pursuant to the Order of this Court dated August 3, 2018 granting preliminary approval
3 (“Preliminary Approval Order”) of the class settlement upon the terms set forth in the Joint
4 Stipulation for Class Action Settlement (“Settlement Agreement”) and Amended to Joint
5 Stipulation for Class Action Settlement (“Amendment to Settlement Agreement”) submitted in
6 support of Motion for Preliminary Approval of Class Settlement; and due and adequate notice
7 having been given to the Class Members as required in Preliminary Approval Order and the Court
8 having considered all papers filed and proceedings had herein and otherwise being fully informed
9 and good cause appearing therefor, it is hereby ORDERED, ADJUDGED AND DECREED

10 THAT:

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12 1. The Motion for Final Approval of Class Action Settlement, Enhancement Award,
13 Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

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15 2. All terms used herein shall have the same meaning as defined in the Settlement
16 Agreement.

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18 3. This Court has jurisdiction over the subject matter of this litigation and over all
19 Parties to this litigation, including all Class Members.

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21 4. Distribution of the Notice of Class Action Settlement directed to the Class
22 Members as set forth in the Settlement Agreement and the other matters set forth herein have been
23 completed in conformity with the Preliminary Approval Order, including individual notice to all
24 Class Members who could be identified through reasonable effort, and was the best notice
25 practicable under the circumstances. This Notice provided due and adequate notice of the
26 proceedings and of the matters set forth therein, including the proposed class settlement set forth in
27 the Settlement Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the
28 requirement of due process.

1 5. Two Class Members opted-out of the Settlement. No Class Member objected to the
2 Settlement.

3
4 6. The Settlement was entered into in good faith pursuant to and within the meaning
5 of California Code of Civil Procedure §877.6. The Court further finds that the settlement is fair,
6 reasonable and adequate and that plaintiffs have satisfied the standards and applicable requirements
7 for final approval of class action settlement under California law, including the provisions of
8 California Code of Civil Procedure §382 and Federal Rules of Civil Procedure 23, approved for
9 use by the California state courts in Vasquez v. Superior Court (1971) 4 Cal.3d 800, 821.

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11 7. This Court hereby approves the class Settlement set forth in the Settlement
12 Agreement and finds that the Settlement is, in all respects, fair, adequate and reasonable and directs
13 the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement
14 has been reached as a result of intensive, serious and non-collusive arms length negotiations. The
15 Court further finds that the Parties have conducted extensive and costly investigation and research
16 and counsel for the Parties are able to reasonably evaluate their respective positions. The Court
17 also finds that settlement at this time will avoid additional substantial costs, as well as avoid the
18 delay and risks that would be presented by the further prosecution of the Action. The Court has
19 noted the significant benefits to the Class Members under the Settlement. The Court also finds that
20 the Class is properly certified as a class for settlement purposes only.

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22 8. For purposes of this Judgment, the following class will be certified: All current and
23 former hourly non-exempt employees of Defendant within California at any time during the period
24 from April 14, 2012 through May 9, 2017.

25
26 9. Class Members, except those that have submitted a valid and timely request to be
27 excluded from the Settlement Agreement, fully release and discharge Defendant and Defendant's
28 former and present parents, subsidiaries and affiliated companies and entities and their respective

1 current, former and future owners, officers, directors, members, managers, employees, consultants,
2 partners, affiliates, subsidiaries, shareholders, attorneys, insurers, joint venturers and agents, any
3 successors, assigns, or legal representatives and any individual or entity who or which could be
4 jointly liable with Defendant and all persons or entities acting by, through under or in concert with
5 any of them ("Released Parties") from wage and hour claims under the California Labor Code or
6 applicable wage order(s) and causes of action, arising from or related to the facts and
7 circumstances pled in Plaintiff's operative complaint ("Complaint"), or causes of action that could
8 have been pled in the Complaint based on the factual allegations pled in the Complaint, including
9 but not limited to causes of action for allegedly unpaid minimum and overtime wages, failure to
10 provide compliant meal breaks, failure to provide compliant rest breaks, inaccurate wage
11 statements, and failure to pay all wages owed upon termination of employment under the
12 California Labor Code, or applicable wage order(s), unfair competition claims under California
13 Business & Professions Code § 17200, *et seq.* based on labor code violations alleged in the
14 Complaint, civil penalties pursuant to California Labor Code § 2699, *et seq.* based on the labor
15 code violations alleged in the Complaint, and any damages, penalties, restitution, disgorgement,
16 interest, costs, or attorneys' fees from April 14, 2012 through May 9, 2017 ("Released Claims").

17
18 10. Nothing contained in this Settlement Agreement shall be construed or deemed an
19 admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Each of
20 the Parties has entered into this Settlement Agreement with the intention to avoid further disputes
21 and litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be
22 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,
23 interpret, or enforce its terms.

24
25 11. The Settlement Agreement provides for the "Gross Settlement Amount" or
26 "Settlement Amount" in the sum of \$335,000. From the Settlement Amount individual settlement
27 payments to Class Members, Court approved attorneys' fees and costs, the claims administrative
28 costs, the class representatives enhancement fee, and payment to the LWDA for PAGA penalties in

\$ 3,150.00

1 the amount of \$5,000 shall be deducted ("Net Settlement Amount"). Defendant will pay the
2 employer's share of payroll taxes in addition to the Gross Settlement Amount. The payment of the
3 settlement funds by Defendants and payment of individual settlement checks to Class Members will
4 be made as set forth in the Settlement Agreement.

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6 12. The Court hereby awards Class Counsel attorneys' fees in the total amount of
7 \$111,666, which is approximately 33.33% of the Settlement Amount and to be deducted therefrom.
8 *This award is justified by the benefit obtained for the class.*
9 In addition, the Court awards Class Counsel reimbursement of their costs of \$11,865.67 to be
10 deducted from the Settlement Amount. Attorneys' fees and costs will be paid by the Claims
11 Administrator from the Settlement Amount as set forth in the Settlement Agreement.

11

12 13. The Court hereby approves an Enhancement Fee to named plaintiff Aurora Rios aka
13 Josefina Aispuro Torres in the amount of \$5,000. Payment for the enhancement fee will be paid by
14 the Claims Administrator from the Settlement Amount as set forth in the Settlement Agreement.

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16 14. The Court hereby approves the Claims Administrator's fees and cost in the amount
17 of \$7,600. The Claims Administrator, Simpluris, Inc., shall be paid the cost of administration of the
18 settlement from the Settlement Amount.

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20 15. Except as expressly provided herein, the parties each shall bear all of their own fees
21 and costs in connection with this matter.

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23 16. The Court approves the named plaintiff Aurora Rios aka Josefina Aispuro Torres as
24 Class Representative.

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26 17. The Court approves Michael Nourmand, Esq. and James A. De Sario, Esq. of The
27 Nourmand Law Firm, APC as Class Counsel.

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1 18. The Court approves Simpluris, Inc. as the Claims Administrator.

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3 19. Upon completion of administration of the Settlement, the Claims Administrator shall
4 execute a declaration with a final reporting with respect to the final distribution and payment of the
5 Individual Settlement Payments. The Claims Administrator shall submit the declaration to the Court
6 and counsel for Parties on or before JUNE 19, 2019.

*- June 26, 2019 - non-appearance
case review to look for
report*

7
8 20. The Court finds that class settlement on the terms set forth in the Settlement
9 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
10 the Released Claims against Defendant.

11
12 21. Pursuant to CRC 3.771(b), the Claims Administrator is ordered to post on the
13 Claims Administrator's website a copy of this Judgment for a period of thirty days from the date the
14 Court signs the Judgment.

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16 22. The Court finds the class settlement on the terms set forth in the Settlement
17 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
18 the Released Claims against Defendant. Without affecting the finality of this Judgment in any way,
19 this Court hereby retains continuing jurisdiction over the interpretation, implementation and
20 enforcement of the settlement and all orders and judgments entered in connection therewith.

21 **IT IS SO ORDERED.**

22
23 DATED: NOV 15, 2018

**CAROLYN B. KUHL, JUDGE
COMPLEX CIVIL LITIGATION**

HONORABLE CAROLYN B. KUHL
JUDGE FOR THE LOS ANGELES COUNTY
SUPERIOR COURT

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within entitled action; my business address is 8822 West Olympic Boulevard, Beverly Hills, California 90211.

On November 14, 2018, I served the following document(s) described as:

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT

on the interested parties in this action as follows:

September Rea, Esq.
FREEDMAN & TAITELMAN LLP
1901 Avenue of the Stars, Suite 500
Los Angeles, California 90067

BY NOTICE OF ELECTRONIC FILING THROUGH CASE ANYWHERE: I caused a true and correct copy of the above listed document(s) to be served by electronic transmission to the parties and/or counsel who are registered above and set forth in said service list.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and that this Proof of Service was executed on November 14, 2018, at Beverly Hills, California.

/s/ Alejandra Beltran
Alejandra Beltran