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ORIGINAL FILED**  
Superior Court of California  
County of Los Angeles

**FEB 23 2018**

Sherri R. Carter, Executive Officer/Clerk  
By: V. Jaime, Deputy

5 Attorneys for Plaintiffs,  
OSCAR PINEDA, on behalf of himself  
6 and all others similarly situated

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST  
9

10 OSCAR PINEDA, on behalf of himself and all )  
others similarly situated, )  
11 )  
12 Plaintiffs, )  
13 v. )  
14 HEAD WEST, INC., a California corporation; )  
and DOES 1 through 100, Inclusive )  
15 )  
16 Defendants. )  
17 )

CASE NO.: BC 579 049  
[Assigned for all purposes to the Hon. Ann  
I. Jones - Dept. "308"]  
**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT,  
APPLICATION FOR ATTORNEYS'  
FEES AND COSTS, AND  
ENHANCEMENT AWARD**  
DATE: February 23, 2018  
TIME: 9:00 a.m.  
DEPT.: 308

18  
19 This matter having come before the Court on February 23, 2018 for final fairness hearing  
20 pursuant to the Order of this Court dated September 19, 2017 granting preliminary approval  
21 ("Preliminary Approval Order") of the class settlement upon the terms set forth in the Joint  
22 Stipulation of Settlement and Release to Settle Class Action ("Settlement Agreement") submitted  
23 in support of Motion for Preliminary Approval of Class Settlement; and due and adequate notice  
24 having been given to the Class Members as required in Preliminary Approval Order and the Court  
25 having considered all papers filed and proceedings had herein and otherwise being fully informed  
26 and good cause appearing therefor, it is hereby **ORDERED, ADJUDGED AND DECREED**

27 **THAT:**  
28 ///

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

3  
4           2.       All terms used herein shall have the same meaning as defined in the Settlement  
5 Agreement.

6  
7           3.       This Court has jurisdiction over the subject matter of this litigation and over all  
8 Parties to this litigation, including all Class Members.

9  
10          4.       Distribution of the Notice of Class Action Settlement directed to the Class  
11 Members as set forth in the Settlement Agreement and the other matters set forth herein have been  
12 completed in conformity with the Preliminary Approval Order, including individual notice to all  
13 Class Members who could be identified through reasonable effort, and was the best notice  
14 practicable under the circumstances. This Notice provided due and adequate notice of the  
15 proceedings and of the matters set forth therein, including the proposed class settlement set forth in  
16 the Settlement Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the  
17 requirement of due process.

18  
19          5.       No Class Member opted-out of the Settlement. No Class Member objected to the  
20 Settlement.

21  
22          6.       The Settlement was entered into in good faith pursuant to and within the meaning  
23 of California Code of Civil Procedure §877.6. The Court further finds that the settlement is fair,  
24 reasonable and adequate and that plaintiffs have satisfied the standards and applicable  
25 requirements for final approval of class action settlement under California law, including the  
26 provisions of California Code of Civil Procedure §382 and Federal Rules of Civil Procedure 23,  
27 approved for use by the California state courts in Vasquez v. Superior Court (1971) 4 Cal.3d 800,  
28 821.

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

12  
13           8.       For purposes of this Judgment, the following class will be certified: All current and  
14 former hourly non-exempt employees who have been employed or are currently employed directly  
15 by Defendant within the state of California from April 17, 2011 to May 2, 2017.

16  
17           9.       Class Members, except those that have submitted a valid and timely request to be  
18 excluded from the Settlement Agreement, fully release and discharge Defendant, its past, present,  
19 and future parent companies, subsidiaries, divisions, related or affiliated companies, shareholders,  
20 officers, directors, employees, agents, attorneys, insurers, investors, successors and assigns,  
21 owners, officials, branches, partners, units, assigns, principals, heirs, representatives, accountants,  
22 auditors, consultants, reinsurers, predecessors in interest, beneficiaries, subrogees, executors,  
23 members, privies, administrators, fiduciaries, and trustees ("Released Parties") and any individual  
24 or entity which could be jointly liable with Defendant, from any and all claims, charges,  
25 complaints, obligations, promises, agreements, suits, rights, costs, losses, liens, penalties, fines,  
26 wages, liquidated damages, restitutionary amounts, interest, controversies, liabilities, debts,  
27 liabilities, demands, obligations, money owed, interest, guarantees, costs, expenses (including,  
28 without limitation, wages, penalties, liquidated damages, and attorney's fees and costs actually

1 incurred), attorney's fees and costs, damages, actions or causes of action, of any nature, under  
2 state, federal, or local law, that were made or could have been made based on the facts and/or  
3 claims alleged in the pleadings filed in the Action, which includes claims for failure to pay  
4 minimum wages (California Labor Code Section 1197), failure to pay overtime wages (California  
5 Labor Code Sections 510 and 1194), failure to provide meal periods (California Labor Code  
6 Sections 512 and 226.7), failure to provide rest periods (California Labor Code Section 226.7),  
7 failure to pay wages upon termination (California Labor Code Sections 201-203), unfair business  
8 practices based on the alleged labor code violations (California Business & Professions Code  
9 Section 17200, et. seq.), failure to provide accurate, itemized wage statements (California Labor  
10 Code Section 226), and PAGA penalties based on the alleged labor code violations (California  
11 Labor Code Section 2698, *et seq.*), from April 17, 2011 through May 2, 2017 ("Released  
12 Claims").

13  
14 10. Nothing contained in this Settlement Agreement shall be construed or deemed an  
15 admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Each of  
16 the Parties has entered into this Settlement Agreement with the intention to avoid further disputes  
17 and litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be  
18 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,  
19 interpret, or enforce its terms.

20  
21 11. The Settlement Agreement provides for the "Gross Settlement Amount" or  
22 "Settlement Amount" in the sum of \$500,000. From the Settlement Amount individual settlement  
23 payments to Class Members, Court approved attorneys' fees and costs, the claims administrative  
24 costs, the class representatives enhancement fee, and payment to the LWDA for PAGA penalties  
25 in the amount of \$7,500 shall be deducted ("Net Settlement Amount"). Defendant has agreed to  
26 increase the Net Settlement Amount by \$17,882.84. Defendant will pay the employer's share of  
27 payroll taxes in addition to the Gross Settlement Amount. The payment of the settlement funds by  
28 Defendants and payment of individual settlement checks to Class Members will be made as set

1 forth in the Settlement Agreement.

2

3 12. The Court hereby awards Class Counsel attorneys' fees in the total amount of  
4 \$166,666, which is approximately 33.33% of the Settlement Amount and to be deducted  
5 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of  
6 \$11,043.39 to be deducted from the Settlement Amount. Attorneys' fees and costs will be paid by  
7 the Claims Administrator from the Settlement Amount as set forth in the Settlement Agreement.

8

9 13. The Court hereby approves an Enhancement Fee to named plaintiff Oscar Pineda in  
10 the amount of \$7,500. Payment for the enhancement fee will be paid by the Claims Administrator  
11 from the Settlement Amount as set forth in the Settlement Agreement.

12

13 14. The Court hereby approves the Claims Administrator's fees and cost in the amount  
14 of \$6,000. The Claims Administrator, Simpluris, Inc., shall be paid the cost of administration of  
15 the settlement from the Settlement Amount.

16

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

19

20 16. The Court approves the named plaintiff Oscar Pineda as Class Representative.

21

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

24

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

26

27 19. Upon completion of administration of the Settlement, the Claims Administrator  
28 shall execute a declaration with a final reporting with respect to the final distribution and payment

1 of the Individual Settlement Payments. The Claims Administrator shall submit the declaration to  
2 the Court and counsel for Parties on or before February 28, 2019.

3  
4 20. The Court finds that class settlement on the terms set forth in the Settlement  
5 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of  
6 the Released Claims against Defendant.

7  
8 21. Pursuant to CRC 3.771(b), the Claims Administrator is ordered to post on the  
9 Claims Administrator's website a copy of this Judgment for a period of thirty days from the date  
10 the Court signs the Judgment.

11  
12 22. The Court finds the class settlement on the terms set forth in the Settlement  
13 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of  
14 the Released Claims against Defendant. Without affecting the finality of this Judgment in any  
15 way, this Court hereby retains continuing jurisdiction over the interpretation, implementation and  
16 enforcement of the settlement and all orders and judgments entered in connection therewith.

17 **IT IS SO ORDERED.**

18 DATED: 2/23, 2018

ANN I. JONES

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21 HONORABLE ANN I. JONES  
22 JUDGE FOR THE LOS ANGELES COUNTY  
23 SUPERIOR COURT  
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