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14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE
16

17 SALVADOR MAGANA, on behalf of himself
18 and all others similarly situated,
19 Plaintiff,
20 vs.
21 NORMANDIE CLUB INCORPORATED, a
California corporation; and DOES 1 through
22 100, Inclusive,
23 Defendant.
24

CASE NO. BC 621737
[Assigned for All Purposes to:
Hon. William F. Highberger, Dept. 10]
~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT

Action Filed: May 25, 2016
Trial Date: None Set

25 This matter came before the Honorable William F. Highberger in Department 10 of the
26 above-entitled Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles,
27 California 90012, upon Plaintiff Salvador Magana's ("Plaintiff" and "Class Representative")
28 Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and Service Awards

FILED
Superior Court of California
County of Los Angeles

OCT 26 2018

RECEIVED
LOS ANGELES SUPERIOR COURT

Sherril R. Carter, Executive Officer/Clerk of Court
[Signature]
Deputy
Clawlin Lim

OCT 03 2018

S. DREW

1 ("Motion for Final Approval"). Plaintiff seek final approval of the settlement set forth in the Joint
2 Stipulation of Class Action Settlement and Release (the "Stipulation" or "Settlement") and
3 Amendment to Joint Stipulation of Class Action Settlement and Release ("Amendment to
4 Settlement"). Due and adequate notice having been given to the Class, and the Court having
5 reviewed and considered the Stipulation, all papers filed, the record, proceedings in the above-
6 entitled action ("Litigation" or "Action"), and all oral and written comments received regarding the
7 Settlement, and good cause appearing,

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

9 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
10 Stipulation filed in this case.

11 2. The Court has jurisdiction over the subject matter of the Litigation, the Class
12 Representatives, the other members of the Class, and Defendant Normandie Club Incorporated
13 ("Defendant").

14 3. Solely for purposes of effectuating the Settlement, this Court finds that the applicable
15 requirements of the California Code of Civil Procedure section 382 and Rule 3.769 of the California
16 Rules of Court have been satisfied with respect to the Class and the Settlement. The Court hereby
17 makes final its earlier provisional certification of the Class for settlement purposes, as set forth in
18 the Order Granting Preliminary Approval. The Class is hereby defined to include:

19 Any and all current and former non-exempt hourly employees of Normandie Club
20 Incorporated and/or Miller Legacy, LP (formerly Normandie Club, LP) employed in
California between May 25, 2012 and July 18, 2016.

21 4. The Court finds that the dissemination of the Notice of Proposed Class Action
22 Settlement ("Class Notice"), Opt Out Form, and Verification Form (collectively, "Notice Packet")
23 as provided for in the Order Granting Preliminary Approval of Class Action Settlement and Setting
24 a Settlement Fairness Hearing ("Order Granting Preliminary Approval"), constituted the best notice
25 practicable under the circumstances to all Persons within the definition of the Class, and fully met
26 the requirements of California law and due process under the United States Constitution. Based on
27 evidence and other material submitted in conjunction with the Settlement Hearing, the actual notice
28 to the Class was adequate.

1 5. The Court finds in favor of settlement approval.

2 6. The Court grants final approval of the Settlement in the above-captioned action, each
3 of the releases, and other terms, as set forth in the Stipulation, as fair, just, reasonable and adequate
4 as to Defendant, Plaintiff, and all Class Members who did not Opt Out of the Settlement
5 (“Participating Class Members,” “Settlement Class,” or “Members of the Settlement Class”). More
6 specifically, the Court finds that the Settlement was reached following meaningful discovery and
7 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
8 adversarial, and arms-length negotiations between the parties; and that the terms of the Settlement
9 are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the
10 evidence presented, including evidence regarding the strength of the Plaintiff’s case; the risk,
11 expense, and complexity of the claims presented; the likely duration of further litigation; the amount
12 offered in the Settlement; the extent of investigation and discovery completed; and the experience
13 and views of Class Counsel. Further, the Court has considered the absence of any objections to the
14 Settlement by Class Members, as well as the small number of Class Members who opted out from
15 the Settlement (“Non-Settlement Class Members”). Accordingly, Plaintiffs and Defendant
16 (together, the “Settling Parties”) are directed to perform in accordance with the terms set forth in
17 the Stipulation.

18 7. A full opportunity has been afforded to the Class Members to participate in the
19 Settlement Hearing, and all Class Members and other persons wishing to be heard have been heard.
20 Class Members also have had a full and fair opportunity to Opt Out from the Settlement and
21 Settlement Class. Accordingly, the Court determines that all Participating Class Members are bound
22 by this Order Granting Final Approval of Settlement and Judgment (“Final Approval Order and
23 Judgment”).

24 8. The Court finds that the following Persons, having timely and validly opted out of
25 the Settlement, are Non-Settlement Class Members and will not be bound by this Final Approval
26 Order and Judgment: Elaine Kuo, Reynaldo Cardenas Gutierrez, and Phanno Heng.

27 9. The Court hereby enters judgment by which Participating Class Members shall
28 conclusively be deemed to have given a release, as set forth in the Stipulation and Notice Packet,

1 against the Releasees, as to all of the Released Claims upon the Effective Date. The Released Claims
2 are defined to include:

3 All claims, demands, rights, liabilities and causes of action alleged in the First
4 Amended Class Action Complaint or could have been plead based on the factual
5 allegations plead in the First Amended Class Action Complaint, against the
6 Releasees (as defined below) any of them, for relief and penalties, that accrued
7 from May 25, 2012 to July 18, 2016 and as a result of Class Members' employment
8 by Normandie Club Incorporated and/or Miller Legacy, LP (formerly Normandie
9 Club, LP), which relate to or arise from the claims alleged in the First Amended
10 Class Action Complaint or could have been plead based on the facts alleged in the
11 operative First Amended Complaint relating to claims of failure to pay overtime
12 wages, failure to pay minimum wages, failure to provide meal periods, failure to
13 provide rest periods, failure to pay all wages upon termination, failure to provide
14 accurate wage statements, failure to reimburse business expenses, unfair
15 competition based on the alleged Labor Code sections, and violations of California
16 Labor Code §§ 201, 202, 203, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 2699,
17 2802, applicable Wage Order of the Industrial Wage Commission, PAGA Penalties
18 based on the alleged Labor Code sections, and California Business & Professions
19 Code §§ 17200 to 17208, claims for restitution and other equitable relief arising
20 Business and Professions Code §§ 17200, et seq. based on the alleged Labor Code
21 sections, interest on unpaid wages, unpaid minimum and overtime wages,
22 attorneys' fees or litigation costs, and any other related penalties, including PAGA
23 Penalties. The release does not extend to any claims not alleged in the operative
24 First Amended Complaint and specifically excludes claims for workers'
25 compensation, personal injuries, unemployment insurance, state disability
26 compensation, claims under the Employment Retirement Income Security Act of
27 1974, previously vested benefits under any Employer-sponsored benefits plan,
28 wrongful termination, discrimination, retaliation, and harassment including but not
limited to those arising under the Age Discrimination In Employment Act, the
California Fair Employment and Housing Act, Title VII of the Federal Civil Rights
Act of 1964, and/or Federal Civil Rights Act of 1991, or any similar state or federal
laws, the California Family Rights Act, the Federal Family Medical Leave Act, the
California Pregnancy Leave Law, or similar state or federal laws, the Federal Equal
Pay Act of 1963, violations of the Americans with Disabilities Act of 1990 or
violations of any other state or federal law, rule or regulation concerning
discrimination, retaliation and/or harassment.

21 10. Except as otherwise provided in the Stipulation and by way of this Order, the Settling
22 Parties are to bear their own costs and attorneys' fees.

23 11. With respect to collectively all Participating Class Members and for purposes of
24 approving the Settlement only and for no other purpose, this Court finds and concludes that: (a) the
25 Members of the Settlement Class are ascertainable and so numerous that joinder of all members is
26 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a
27 well-defined community of interest among Members of the Settlement Class with respect to the
28 subject matter of the non-exempt claims in the Litigation; (c) the claims of the Class Representatives

1 are typical of the claims of the Members of the Settlement Class; (d) the Class Representatives have
2 fairly and adequately protected the interests of the Members of the Settlement Class; (e) a class
3 action is superior to other available methods for an efficient adjudication of this controversy; and
4 (f) the counsel of record for the Class Representatives, i.e., The Nourmand Law Firm ("Class
5 Counsel"), are qualified to serve as counsel for the Plaintiffs in their individual and representative
6 capacities and for the Settlement Class.

7 12. It is hereby ordered that the Claims Administrator, Simpluris, Inc., shall issue
8 payment to itself in the amount of \$10,500.00 for the services and costs of administration of the
9 Settlement, in accordance with the Stipulation.

10 13. The Court approves the Individual Settlement Amounts, and orders the Claims
11 Administrator to distribute Individual Settlement Amount checks to Participating Class Members
12 not later than seventeen (17) calendar days after the Effective Date, in accordance with the formula
13 set forth in the Stipulation.

14 14. It is further ordered that Class Members will have one hundred eighty (180)
15 calendar days from the date of issuance of the check to cash their check. For any check not cashed
16 after 180 calendar days, the Claims Administrator will pay over the amount represented by the
17 check to the California Department of Industrial Relations, with the identity of the participating
18 Class Member to whom the funds belong, to be held for the participating Class Member per
19 California Unclaimed Property Law, in the interest of justice. The money paid to the California
20 Department of Industrial Relations will remain the participating Class Member's property. This
21 will allow participating Class Members who did not cash their checks to collect their individual
22 settlement amounts at any time in the future. Therefore, there will be no unpaid residue or
23 unclaimed or abandoned class member fund and California Code of Civil Procedure section 384
24 shall not apply.

25 15. The Court finds that the service awards sought are fair and reasonable for the work
26 performed by Plaintiff Salvador Magana on behalf of the Class. It is hereby ordered that the Claims
27 Administrator issue payment in the amount of \$5,000 to Plaintiff Salvador Magana for his service
28 award, no later than seventeen (17) calendar days after the Effective Day, in accordance with the

1 Stipulation.

2 16. The Court finds that the \$10,000 allocated toward penalties under the California
3 Labor Code's Private Attorneys General Act of 2004 ("PAGA Penalties"), is fair, reasonable, and
4 appropriate, and hereby approved. The Claims Administrator shall issue payment in the amount of
5 \$7,500 (or 75% of \$10,000) to the California Labor and Workforce Development Agency
6 ("LWDA"), and the remaining penalties allocation in the amount of \$2,500 shall be a part of the
7 Class Member Payout Fund for distribution to the Participating Class Members, in accordance with
8 the Stipulation.

9 17. The Court finds that Class Counsel's request for attorneys' fees falls within the range
10 of reasonableness, and the results achieved justify the award sought. The requested fees are fair,
11 reasonable, and appropriate, and hereby approved. It is hereby ordered that the Claims
12 Administrator issue payment in the amount of \$250,000 for attorneys' fee, in accordance with the
13 Stipulation.

14 18. The Court finds that the litigation costs and expenses, collectively incurred by Class
15 Counsel in prosecuting this Action, in the amount of \$10,878.09, are reasonable, and hereby
16 approved. It is hereby ordered that the Claims Administrator issue payment in the amount of
17 \$10,878.09 for reimbursement of litigation costs and expenses, in accordance with the Stipulation.

18 19. The Court orders Defendant to fund the total Gross Settlement Sum in accordance
19 with the terms of the Stipulation. Additionally, Defendant is required to pay the employer's share
20 of payroll taxes (e.g. UI, ETT, Social Security and Medicare taxes), which shall be paid not later
21 than the time specified by law or agency regulations.

22 20. The Court reserves exclusive and continuing jurisdiction over the Litigation, the
23 Class Representative, the Settlement Class, and Defendant for the purposes of supervising the
24 implementation, enforcement, construction, administration, and interpretation of the Stipulation and
25 this Judgment.

26 21. Notice of entry of this Final Approval Order and Judgment shall be given to Class
27 Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s website
28 for a period of at least thirty (30) calendar days after the date of entry of this Final Approval Order

1 and Judgment.

2 22. The deadline to file a Declaration Re: Distribution is on 6/3/2019.

3 23. A Non-Appeal (Case Review) Re: Distribution is scheduled for 6/10/2019 in
4 Department 10. *Pam.*

5 IT IS SO ORDERED.

6
7 Dated: 10/26/18

W.F. Highberger

Honorable William F. Highberger
Judge of the Superior Court

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