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By: K. Clark

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Superior Court of California
Central District

JUL 05 2016

Sherril R. Carter, Executive Officer/Clerk
By: Maribel Mata, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

CASEY DICKERSON, as an individual,
JORDAN RODARTE, as an individual, and on
behalf of all others similarly situated,

Plaintiffs,

v.

**WEST HOLLYWOOD COMMUNITY
HEALTH AND FITNESS CENTER, INC.**,
business entity unknown; **VODA SPA**, business
entity unknown; **ILYA GELMAN**, an individual;
LEON SHPARAGA, an individual, **TANIA
SHTEYNVARTS**, an individual, **GARY
CHERNOV**, an individual; and Does 1 through
50, inclusive,

Defendants.

CASE NO. **BC491476**

Judge: Hon. John Shepard Wiley
Dept.: 311

Complaint Filed: September 4, 2012
Trial Date: Not set

~~PROPOSED~~ FINAL JUDGMENT

Date: June 8, 2016
Time: 10:00 am
Dept.: 311

On May 23, 2016, the Plaintiffs submitted an Application for an Order Granting Final Approval of Class Action Settlement and an Application for an Order Granting Attorneys' Fees and Reimbursement of Costs. The Court then considered: (i) whether the Action should be finally certified as a class action solely and exclusively for settlement purposes; (ii) whether the

1 proposed Settlement should be given final approval as fair, reasonable and adequate and in the
2 best interests of each of the Parties and the Settlement Class Members; (iii) whether a final
3 judgment should be entered as required by the Settlement Agreement; (iv) whether the
4 Settlement Class Members should be bound by the Release set forth in the Settlement
5 Agreement; (v) whether a Class Representative Enhancement award should be made to Plaintiffs
6 as set forth in the Application for Order Granting Final Approval of Class Action Settlement; (vi)
7 the amount of Plaintiffs' Attorneys' fees not to exceed thirty five percent (35%) of \$325,000.00
8 (\$113,750.00) as set forth in the Settlement Agreement and Plaintiffs' costs not to exceed
9 \$30,631.92; and (vii) any other matter that may be relevant to the Settlement.

10 B. None (0) of the Class Members timely requested exclusion from the Settlement
11 Class or filed an objection with respect to the proposed Settlement.

12 C. After reviewing the pleadings and evidence filed in support of the Application for
13 Order Granting Final Approval of Class Action Settlement and Application for Order Granting
14 Approval of Attorneys' Fees and Reimbursement of Costs, the Court finally approved both
15 Applications.

16 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

17 1. This Court, for purposes of this Judgment, Final Order and Decree ("the "Judgment")
18 adopts the terms and conditions set forth in the Settlement Agreement. Throughout this
19 Judgment, the capitalized words are given the same meaning ascribed in the Settlement
20 Agreement.

21 2. This Court has jurisdiction over the subject matter of this litigation and over all parties to
22 the Action and Members of the Class. The Parties to this Action are Plaintiffs CASEY
23 CARPENTER (fka Casey Dickerson) and JORDAN RODARTE, as individuals and on behalf of
24 all others similarly situated (collectively "Plaintiffs") and Defendants WEST HOLLYWOOD
25 COMMUNITY HEALTH AND FITNESS CENTER, INC. dba VODA SPA, ILYA GELMAN,
26 LEON SHPARAGA, TANIA SHTEYNVARTS, GARY CHERNOV, NATALIE CHERNOV
27 and IRINA GELMAN (collectively "Defendants").

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1 3. The Court finds that the Notice to the Class of this Settlement pursuant to the Order
2 Granting Preliminary Approval of Class Action Settlement (i) constituted the best practicable
3 notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise
4 Class Members of the pendency of the Action, their right to object to or to exclude themselves
5 from the proposed Agreement and their right to appear at the Final Approval Hearing; (iii) were
6 reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive
7 notice; and (iv) met all applicable requirements of the California Code of Civil Procedure, the
8 California and United States Constitutions (including the Due Process Clause), the California
9 Rules of Court and any other applicable law.

10 4. The Settlement Agreement was reached after arm's length negotiations between the
11 Parties and is fair, reasonable and adequate, consistent and in compliance with all the applicable
12 requirements of the California Code of Civil Procedure, the California and United States
13 Constitutions (including the Due Process Clause), the California Rules of Court and any and all
14 other applicable laws, and is in the best interest of each of the Parties and the Class Members.

15 5. Solely for the purpose of Settlement, the Court finally certifies the following Class:

16 All persons who are or were classified as independent contractors and performed
17 the services of massage therapist, esthetician or nail technician by Defendant West
18 Hollywood Community Health and Fitness Center, Inc. dba Voda Spa and who
earned at least \$600 at any time between September 4, 2008 through June 8, 2016.

19 6. This Court now finds and concludes that:

- 20 a. The Members of the Class are so numerous that joinder of all Class Members in
21 the Action is impracticable;
- 22 b. there are questions of law and fact common to the Class which, as to the
23 Settlement and related matters, predominate over any individual questions;
- 24 c. the claims of the Plaintiffs are typical of the claims of the Class Members; and
25 d. Plaintiffs and Class Counsel can and have fairly and adequately represented and
26 protected the interests of the Class Members.

27 7. The terms of the Settlement Agreement and this Final Judgment are binding on Plaintiffs
28 and all other Class Members, as well as their heirs, executors and administrators, successors,

1 assigns, and those terms shall have *res judicata, collateral estoppel*, and all other preclusive
2 effect in all pending and future claims, lawsuits or other proceedings, including all forms of
3 alternative dispute resolution, maintained by or on behalf of any such persons, to the extent those
4 claims, lawsuits or other proceedings involve matters that were raised in this Action, reasonably
5 arise out of facts alleged in this Action, or are otherwise encompassed by the Release (Section
6 VII) or the Released Claims as set forth in the Settlement Agreement.

7 8. As of the date of this Final Judgment, Plaintiffs and each Class Member who has not
8 validly excluded his or herself from the Class pursuant to the Order Re Preliminary Approval of
9 Class Action Settlement and the Settlement Agreement shall be deemed to have, and by
10 operation of the Judgment shall have, fully, finally and forever released, relinquished and
11 discharged all Released Claims against the Releasees. In connection with the Release Claims,
12 each Class Member shall be deemed as of the date of final Judgment to have waived any and all
13 provisions, rights, and benefits conferred by California Code of Civil Procedure § 1542 and any
14 statute, rule, and legal doctrine similar, comparable, or equivalent to California Code of Civil
15 Procedure § 1542 as to the Released Claims. As of the date of Final Judgment, each Class
16 Member shall be deemed to have expressly waived and fully, finally and forever settled any
17 known, unknown, suspected or unsuspected, contingent or non-contingent claim with respect to
18 the Released Claims, as defined in the Settlement Agreement, whether or not concealed or
19 hidden, without regard to subsequent discovery or existence of different or additional facts.

20 9. Plaintiffs and all Class Members and any person or entity acting on their behalf, are
21 permanently barred and enjoined from: (i) filing, commencing, prosecuting, intervening in,
22 participating in (as Class Members or otherwise), or receiving any benefits or other relief from,
23 any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory, or other
24 proceeding or order in any jurisdiction based on any claim released in the Release or
25 encompassed by the Released Claims; and (ii) organizing such non-excluded Class Members into
26 a separate Class for the purpose of pursuing as a purported Class Action (including by seeking to
27 amend a pending complaint to include Class allegations, or by seeking Class certification in a
28 pending action) any lawsuit based on any claim released in the Release or encompassed by the

1 Released Claims.

2 10. The Parties are authorized, without further approval from the Court, to agree to and adopt
3 such amendments, modifications and expansions of the Settlement Agreement and all exhibits
4 attached thereto which are (i) are consistent with this Final Judgment, and (ii) do not limit the
5 rights of Class Members under the Settlement Agreement.

6 11. The Court hereby grants Plaintiffs' Attorneys' request for an award of reasonable
7 attorneys' fees of 35 percent of the gross sum of the Settlement, or \$113,750.00. The Court
8 further grants Plaintiffs' Attorneys' Motion for reimbursement of Plaintiffs' Costs in the amount
9 of \$30,631.92. Plaintiffs' Attorneys' request for an award of reasonable attorneys' fees and costs
10 is justified in light of the following facts: (1) Plaintiffs' attorneys vigorously prosecuted this case
11 and achieved a favorable result for the Class; (2) the legal issues were complex; and (3)
12 Defendants do not oppose the request. The attorneys' fees and costs shall be paid in accordance
13 with the terms of the Agreement.

14 12. The Court hereby grants the request for Class Representatives enhancements of \$5,000
15 each (totaling \$10,000) payable to Casey Carpenter and Jordan Rodarte. This request is justified
16 in light of the following facts: (1) Plaintiffs spent numerous hours conferring with Plaintiffs'
17 attorneys and gathering evidence; (2) Plaintiffs' efforts resulted in a favorable result for the
18 Class; and (3) Defendants do not oppose this request. The incentive payments will be made to
19 Class Representatives Casey Carpenter and Jordan Rodarte in accordance with the terms of the
20 Agreement.

21 13. The Court grants Simpluris its costs of claims administration in the amount of \$6,500.00.

22 14. The Court hereby approves Plaintiffs' request that the Legal Aid Society - Employment
23 Law Center be appointed as the not-for-profit entity that shall receive any Settlement checks not
24 cashed by any Class Members within the time-period specified in the Agreement. Any Settlement
25 check that is not cashed within the time period specified in the Agreement shall be equally
26 distributed *cy pres* to the Legal Aid Society - Employment Law Center in accordance with the
27 terms of the Agreement.

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1 15. Defendant West Hollywood Community Health and Fitness Center, Inc. shall pay the sum
2 of THREE HUNDRED TWENTY FIVE THOUSAND DOLLARS in accordance with the
3 payment schedule set forth in the Settlement Agreement and in this Court's April 8, 2016 Order
4 Granting Preliminary Approval. The Agreement, including the definitions applicable to the
5 Agreement, is incorporated by reference into this Final Judgment.

6 16. The Court approves all other portions of the Settlement Agreement.

7 17. Without affecting the finality of the Final Judgment, the Court shall retain continuing
8 jurisdiction over the Action and the Parties and Class, and the administration and enforcement of
9 the Agreement. Any disputes or controversies arising with respect to the interpretation,
10 consummation, enforcement, or implementation of the Agreement shall be presented by Motion
11 to the Court; provided however, that nothing in this paragraph shall restrict the ability of the
12 Parties to exercise their rights under paragraphs 1-17, above.

13 18. There being no just reason to delay, the Clerk is directed to enter this Final Judgment
14 forthwith.

15
16
17 Dated: 7/5/17

JOHN SHEPARD WILEY JR.

THE HONORABLE
JOHN SHEPARD WILEY, JR.
JUDGE OF THE SUPERIOR COURT

18
19
20 Submitted by:

21 David M. De Castro, Bar No. 156652
22 Arthur D. Morrow, Bar No. 171616
23 De Castro & Morrow, LLP
20750 Ventura Boulevard, Suite 425
24 Woodland Hills, CA 91364
(818) 710-2700
(818) 710-2701 (fax)

25 Attorneys for Plaintiffs Casey Dickerson, Jordan Rodarte, and the Putative Class
26
27
28

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA)
3 COUNTY OF LOS ANGELES) ss

4 I am employed in the County of Los Angeles, State of California. I am over the age of
5 eighteen years and not a party to the within action. My business address is 20750 Ventura
Boulevard, Suite 425, Woodland Hills, California 91364.

6 On the date last written below, I served the following document(s) **[PROPOSED]**
7 **FINAL JUDGMENT** on the parties, through their attorneys of record, by placing true copies
thereof, in sealed envelopes addressed as shown below for service as designated below:

8 A: By First Class Mail - I caused each such envelope, with first class postage thereon fully
9 prepaid, to be deposited in a recognized place of deposit of the U.S. mail in Los Angeles,
California, for collection and mailing to the office of the addressee on the date shown herein
10 following ordinary business practices.

11 B: By Personal Service - I caused each such envelope to be personally delivered to the office
of the addressee by myself/a member of the staff of this law firm on the date last written below.

12 C: By Personal Service - I caused each such envelope to be delivered to the addressee on the
13 date last written below.

14 D: By Personal Service by Fax - I caused the above entitled document to be personally
15 served on the attorney(s) at the address listed below by facsimile transmission on the date shown
below by (a) transmitting it via the fax machine within this office, and (b) receiving a receipt
16 from the machine within this office confirming all documents sent were, in fact, properly
received.

17 E: By Overnight Mail - I caused each such envelope to be delivered to **Federal Express**
18 **Corporation** at Los Angeles, California with whom we have a direct billing account, to be
delivered to the office of the addressee on the next business day.

Type of Service	Addressee	Party
A	Edward B. Raskin KASSINOVE & RASKIN LLP 17752 Skypark Circle, Suite 235 Irvine, California 92614	Attorneys for Defendants

24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct. Executed June 9, 2016, at Woodland Hills, California.

26 
27 Ashley Bourbeau
28

JUN 13 2016

By: K. Clark

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County of Los Angeles

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50, inclusive,

Defendants.

CASE NO. **BC491476**

Judge: Hon. John Shepard Wiley
Dept.: 311

Complaint Filed: September 4, 2012
Trial Date: Not set

**[PROPOSED] ORDER GRANTING
ATTORNEYS' FEES AND
REIMBURSEMENT OF COSTS**

Date: June 8, 2016
Time: 10:00 am
Dept.: 311

On May 23, 2016, Class Counsel filed an Application for an Order Granting Final Approval of Class Action Settlement and an Application for an Order Granting Attorneys' Fees and Reimbursement of Costs. After considering the papers filed in support of Class Counsels'

1 Application for Order Granting Attorneys' Fees and Reimbursement of Costs, and good cause
2 appearing;

3 **IT IS HEREBY ORDERED AS FOLLOWS:**

- 4 1. Class Counsels' Motion for Attorneys' Fees and Costs is granted.
5 2. Class Counsel shall be awarded attorneys' fees in the amount of \$113,750.00
6 3. Class Counsel shall be reimbursed for litigation costs in the amount of \$30,631.92

7
8
9 **JOHN SHEPARD WILEY JR.**

10 Dated: 7/6/10

11 THE HONORABLE
12 JOHN SHEPARD WILEY, JR.
JUDGE OF THE SUPERIOR COURT

13 Submitted by:

14 David M. De Castro, Bar No. 156652
15 Arthur D. Morrow, Bar No. 171616
16 De Castro & Morrow, LLP
20750 Ventura Boulevard, Suite 425
17 Woodland Hills, CA 91364
(818) 710-2700
(818) 710-2701 (fax)

18 Attorneys for Plaintiffs Casey Dickerson, Jordan Rodarte, and the Putative Class
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3 **COUNTY OF LOS ANGELES**) **ss**

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6 On the date last written below, I served the following document(s) **[PROPOSED]**
7 **ORDER GRANTING ATTORNEYS' FEES AND REIMBURSEMENT OF COSTS** on the
8 parties, through their attorneys of record, by placing true copies thereof, in sealed envelopes
addressed as shown below for service as designated below:

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27 
Ashley Bourbeau