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Superior Court of California
County of Los Angeles

12/05/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. Rosas Deputy

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22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
23 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

24 CARLOS GONZALEZ, individually and on
25 behalf of all other similarly situated employees,

26 Plaintiffs,

27 v.

28 EL PRADO CLEANING SERVICES, INC., a
California corporation, JOSE ALBILLO, an
individual, CARLOS ALBILLO, an individual,
and DOES 1-100, inclusive,

Defendants.

Case No. 21STCV12234

[Hon. Elihu M. Berle, Dept. 6]

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT
THEREON**

Date: November 25, 2024

Time: 9:00 a.m.

Dept.: 6

1 This matter came on for hearing on November 25, 2024, at 8:30 a.m. in Department 6 of
2 the above-captioned court on Plaintiff's Unopposed Motion for Final Approval of Class Action
3 Settlement and Unopposed Motion for Attorneys' Fees and Costs.

4 The Court, having considered the Class Action and PAGA Settlement Agreement (the
5 "Settlement")¹; having granted preliminary approval of same and certification of the Class for
6 settlement purposes only on February 28, 2024; having entered an Order directing that notice be
7 provided to the Class; having conducted a hearing regarding whether the Settlement should be
8 granted final approval; having considered the pleadings filed by the respective Parties; and good
9 cause appearing therefore:

10 **HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:**

11 1. The Court has jurisdiction over the Parties and subject matter of the action;

12 2. The Court has determined that the Notice Packet fully and accurately informed all
13 Class Members of the material elements of the proposed Settlement, constituted the best notice
14 practicable under the circumstances, and constituted valid, due and sufficient notice to all Class
15 Members;
16

17 3. The Court hereby grants final approval of the \$520,000.00 Settlement as fair,
18 reasonable and adequate in all respects, determines that the Settlement was made in good faith
19 following arms' length negotiations, is non-collusive, and in the best interests of the Parties, and
20 orders the Parties to consummate the Settlement in accordance with the terms of the Settlement.

21 4. There were no Class Members who timely requested exclusion. The Court decrees
22 that all Class Members, after the entry of Final Judgment, be conclusively deemed to have
23 released and forever discharged the Defendants from all Released Claims.

24 5. In addition to any recovery that Class Representative Carlos Gonzalez may receive
25 under the Settlement, and in recognition of his efforts on behalf of the Class, the Court approves
26 the payment of an incentive award to the Class Representative Carlos Gonzalez in the amount of
27

28 ¹ Unless otherwise specifically defined in this Order, any capitalized terms herein are defined as set forth in
the Settlement Agreement.

1 \$5,000.

2 6. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
3 \$173,160, and the reimbursement of litigation expenses in the sum of \$10,000.

4 7. The Court approves and orders payment in the amount of \$10,000 to the Claims
5 Administrator, CPT Group, Inc., for performance of its settlement administration services.

6 8. The Court approves and orders payment in the amount of \$37,500 to the Labor
7 and Workforce Development Agency ("LWDA") as part of the Settlement Agreement's \$50,000
8 PAGA allocation.

9 9. In that there are no objections to the Settlement, the payments from the Net
10 Settlement Fund to Class Members shall be paid as set forth in the Settlement Agreement.

11 10. Without affecting the finality of this Final Judgment in any way, the Court reserves
12 exclusive and continuing jurisdiction over the action and the Parties for purposes of supervising
13 the implementation, enforcement, construction, administration and effectuation of the Settlement.

14 11. This document shall constitute a judgment (and separate document consisting said
15 judgment) for purposes of California Rules of Court, Rule 3.769(h).

16 12. Plaintiff shall give notice of this Judgment to Class Members, pursuant to Rule
17 3.771(b) of the California Rules of Court, by posting an electronic copy of the Judgment on the
18 Settlement Administrator's website.

19 13. Plaintiff shall give notice to the LWDA pursuant to Labor Code §2699(1)(3).

20 14. The Administrator shall file a declaration confirming it complied with the
21 settlement terms and pay out of settlement funds on or before July 21, 2025.

22 15. The Court sets an OSC re Compliance with the Terms of the Settlement for July
23 31, 2025, at 8:30 a.m. in Department 6 of the above-captioned Court.

24 **IT IS SO ORDERED.**



25 **Elihu M. Berle**

26 Dated: **FGD**, 2024

27 Elihu M. Berle / Judge

28 Hon. Elihu M. Berle
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

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 action. My business address is: 1150 S. Olive St., Suite 600, Los Angeles, California, 90015. On **November 25, 2024** I caused to be served the foregoing document described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND JUDGMENT THEREON** on the following:

Mark Charles Esq.
Mark Charles Law, APC
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Counsel for Defendants El Prado Cleaning Service Inc., Jose Albillo, and Carlos Albillo

- BY MAIL AS FOLLOWS: The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after service of deposit for mailing in affidavit.
- BY PERSONAL SERVICE: I caused the above-referenced document(s) to be delivered to the attached list of counsel at the indicated addresses.
- BY ELECTRONIC MAIL SERVICE: I caused such document to be uploaded to the Case Anywhere.com website to be electronically delivered and accessible to the offices of the addressee.
- BY OVERNIGHT COURIER: I caused the above-referenced document(s) to be delivered to Overnight Express for delivery to the above address(es).
- BY FACSIMILE MACHINE: The foregoing document was transmitted by facsimile transmission from (213) 289-4714 before 5:00 p.m. on said date and the transmission was reported as complete and without error.

Executed on **November 25, 2024**, at Los Angeles, California.

- (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

/s/ J. Adrian Zamora
J. Adrian Zamora, Esq.