

06/28/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

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Attorneys for Plaintiff and the Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURT**

GUILLERMINA SILVIA MARTINEZ
GUTIERREZ, individual and class
representatives on behalf of herself and all other
similarly situated non-exempt former and
current employees,

Plaintiffs,

vs.

HAKIMIANPOUR SANTA MONICA GROUP,
L.L.C., a California Limited Liability Company;
ROBERT HAKIMIANPOUR, an individual;
HERBERT HAKIMIANPOUR, an individual;
ALBERT HAKIMIANPOUR, an individual and
DOES 1 through 100, inclusive,

Defendant

Case No: 21STCV25946
Hon.: HON. YVETTE M. PALAZUELOS
Dept.: 9 (SSC)

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT;
AND JUDGMENT**

Date: June 27, 2024
Time: 10 AM
Dept.: SS9
Judge: Hon. Yvette M. Palazuelos

Trial Date: None
Complaint Filed: July 14, 2021

1 On November 28, 2023, the Court issued an order granting preliminary approval of the
2 proposed CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS
3 NOTICE between Plaintiff GUILLERMINA SILVIA MARTINEZ GUTIERREZ (“Plaintiff”),
4 on behalf of herself and others similarly situated, and Defendant HAKIMIANPOUR SANTA
5 MONICA GROUP, L.L.C. (“Defendant”) (collectively, Plaintiff and Defendant are referred to
6 as the “Parties”). Due and adequate notice having been given to the Class Members, as
7 defined below, and the Court having considered Plaintiff’s Unopposed Motion for Final
8 Approval of Class Action Settlement (“Motion”), the supporting declarations and exhibits
9 thereto, all papers filed in support of and in opposition to the Motion, and the complete files
10 and records in these proceedings, and for good cause appearing, IT IS HEREBY ORDERED
11 AS FOLLOWS:

12
13 1. The Court adopts all defined terms as set forth in the CLASS ACTION AND PAGA
14 SETTLEMENT AGREEMENT AND CLASS NOTICE attached as Exhibit “A” to the
15 DECLARATION OF SHOHAM J. SOLOUKI IN SUPPORT OF PLAINTIFF’S REQUEST
16 FOR DISMISSAL OF DEFENDANTS ROBERT HAKIMIANPOUR, HERBERT
17 HAKIMIANPOUR AND ALBERT HAKIMIANPOUR WITHOUT HEARING (the
18 “Settlement”). All capitalized terms not otherwise defined herein shall have the meaning
19 ascribed to them in the Settlement.

20 2. The Court has jurisdiction over all claims asserted by Plaintiff, the Settlement, Class
21 Members, Aggrieved Employees, and Defendant.

22 3. Solely for purposes of effectuating the Settlement, this Court has certified a Class
23 defined as “all persons employed by Defendant in California and classified as a non-exempt
24 employee who worked for Defendant at any time during the period from July 14, 2017 to
25 December 31, 2022.”

26 4. Aggrieved Employees are defined as “all persons employed by Defendant in California
27 and classified as a non-exempt employee who worked for Defendant at any time during the Period
28 from July 9, 2020 to December 31, 2022.”

1 5. The Court finds that the Settlement was made and entered into in good faith and
2 hereby approves the Settlement as fair, adequate, and reasonable to all Class Members, and
3 Aggrieved Employees.

4 6. By operation of this Order, Plaintiff and all Participating Class Members, on behalf
5 of themselves and their respective former and present representatives, agents, attorneys, heirs,
6 administrators, successors, and assigns, shall have fully, finally, and forever released,
7 relinquished and discharged Defendant and its members, subsidiaries and any affiliated or
8 related persons or entities (collectively, the “HSMG Related Parties”) and each of the HSMG
9 Related Parties’ respective officers, directors, employees, partners, shareholders, attorneys,
10 insurers and agents, and any other successors, assigns, or legal representatives (together with
11 the HSMG Related Parties, the “Released Parties”) from (i) any and all federal, state, and
12 local claims, demands, rights, liabilities, and/or causes of action, known and unknown, that
13 were alleged, or reasonably could have been alleged, based on the Class Period facts stated in
14 the Operative Complaint and ascertained in the course of the Action including, without
15 limitation, any and all claims involving any alleged (a) failure to pay minimum wage; (b)
16 failure to provide required meal periods; (c) failure to provide required rest periods; (d)
17 failure to pay overtime wages; (e) failure to pay all wages due to discharged and quitting
18 employees; (f) failure to maintain required records; (g) failure to furnish accurate itemized
19 statements; (h) failure to indemnify employees for necessary expenditures incurred in
20 discharge of duties; and (i) unfair and unlawful business practices predicated on the above
21 claims which were alleged or could have been alleged based upon the facts pled in the
22 Operative Complaint at any time during the Class Period; and (ii) any other claims under the
23 Fair Labor Standards Act (“FLSA”), California Labor Code, including sections 201, 202, 203,
24 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, California
25 Code of Regulations, Title 8, section 11040, civil penalties under Private Attorneys General
26 Act (Labor Code §§2698, et seq.), the applicable California Wage Order, or federal law. The
27 Individual Class Payment checks shall have language indicating that, by cashing the check,
28 the Participating Class Member is opting in to an FLSA action and releasing all claims under

1 the FLSA that may arise under the facts asserted in the Operative Complaint. All such
2 Participating Class Members will opt-in to a release of the FLSA claims by endorsing or
3 accepting their Individual Class Payment checks. Plaintiff and each and every Participating
4 Class Member shall be deemed to have acknowledged and agreed that: (1) their claims for
5 missed meal and rest breaks, overtime compensation, minimum wages, wages for all hours
6 worked, statutory and civil penalties, and any other payments and/or penalties in the Action
7 are disputed; and (2) the Individual Settlement Awards paid to each Participating Settlement
8 Class member constitute full payment of any amounts allegedly due to them. In light of the
9 payment by Defendant of all amounts due to them, Plaintiff and each and every Participating
10 Settlement Class Member shall be deemed to have acknowledged and agreed that California
11 Labor Code section 206.5 is not applicable to the Parties hereto. That section provides in
12 pertinent part as follows:

13 An employer shall not require the execution of any release of a claim or right on
14 account of wages due, or to become due, or made as an advance on wages to be earned, unless
15 payment of those wages has been made. As used herein, "Class Period" means the period
16 from July 14, 2017 to December 31, 2022. The claims released under this provision are
17 collectively referred to as, the "Released Class Claims."

18 7. By operation of this Order, all Non-Participating Class Members who are Aggrieved
19 Employees, on behalf of themselves and their respective former and present representatives,
20 agents, attorneys, heirs, administrators, successors, and assigns, shall have, fully, finally, and
21 forever released, relinquished and discharged the Released Parties from all claims for PAGA
22 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
23 facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course
24 of the Action including, without limitation, (i) any and all claims involving any alleged (a)
25 failure to pay minimum wage; (b) failure to provide required meal periods; (c) failure to
26 provide required rest periods; (d) failure to pay overtime wages; (e) failure to pay all wages
27 due to discharged and quitting employees; (f) failure to maintain required records; (g) failure
28 to furnish accurate itemized statements; (h) failure to indemnify employees for necessary

1 expenditures incurred in discharge of duties; (i) unfair and unlawful business practices; and
2 (j) violation of Private Attorneys General Act of 2004; and (ii) any other claims under the Fair
3 Labor Standards Act (“FLSA”), California Labor Code, including sections 201, 202, 203,
4 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, California
5 Code of Regulations, Title 8, section 11040, civil penalties under Private Attorneys General
6 Act (Labor Code §§2698, et seq.), the applicable California Wage Order, or federal law. As
7 used herein, the “PAGA Period” means the period from July 9, 2020 to December 31, 2022.
8 The claims released under this provision are collectively referred to as, the “Released PAGA
9 Claims.”

10 8. The notice provided to Class Members conforms with the requirements of California
11 Code of Civil Procedure section 382, California Civil Code section 1781, rules 3.766 and
12 3.769 of the California Rules of Court, the California and United States Constitutions, and
13 any other applicable law, and constitutes the best notice practicable under the circumstances,
14 by providing individual notice to all Class Members who could be identified through
15 reasonable effort, and by providing due and adequate notice of the proceedings and of the
16 matters set forth therein to the other Class Members. The notice fully satisfied the
17 requirements of due process.

18 9. No Class Members have timely requested exclusion from the Settlement and thus
19 all Class Members and Aggrieved Employees will be subject to the Judgment issued in this
20 matter.

21 10. The Parties shall bear their own respective attorneys’ fees and costs, except as
22 otherwise provided for in the Settlement and approved by the Court. The Court finds that
23 Gross Settlement Amount and the methodology used to calculate and pay each Participating
24 Class Member’s individual settlement payment are fair and reasonable, and authorizes the
25 Administrator to pay the individual settlement payments to the Participating Class Members,
26 and Aggrieved Employees, in accordance with the terms of the Settlement.

27 11. Upon entry of this order, compensation to the Participating Class Members, and
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1 Aggrieved Employees, shall be effected pursuant to the terms of the Settlement.

2 12. A total of \$10,000.00 from the Gross Settlement Amount shall be allocated to
3 penalties under the Labor Code Private Attorneys General Act of 2004, California Labor Code
4 sections 2698, et seq., of which \$7,500.00 shall be paid by the Administrator directly to the
5 California Labor and Workforce Development Agency. The remaining \$2,500.00 shall be part
6 of the Net Settlement Amount and shall be distributed to Aggrieved Employees. The Court
7 authorizes the Administrator to pay such sums from the Gross Settlement Amount in
8 accordance with the terms of the Settlement.

9 13. The Court hereby approves a Class Representative Service Payment to Plaintiff in
10 the amount of \$7,500.00 for Plaintiff's services as class representative. The Court authorizes
11 the Administrator to pay such sum to Plaintiff in accordance with the terms of the Settlement.
12

13 14. From the Gross Settlement Amount, Class Counsel is awarded \$100,000.00 for
14 their reasonable attorneys' fees and \$15,000.00 for their reasonable costs incurred in this
15 action. The Court authorizes the Administrator to pay such sums from the Gross Settlement
16 Amount to Class Counsel in accordance with the terms of the Settlement.

17 15. The Court approves payment of Administrator Expenses Payment in the amount of
18 \$16,500.00 to CPT Group, Inc. Such costs shall be paid from the Gross Settlement Amount in
19 accordance with the terms of the Settlement.

20 16. All Participating Class Members, including Plaintiff, are hereby forever barred and
21 enjoined from prosecuting any of the Released Class Claims against the Released Parties as
22 provided for in the Settlement; provided that the Participating Class Members shall only be
23 barred and enjoined from prosecuting Fair Labor Standard Act claims if they opt in by
24 cashing any of their settlement checks.

25 17. All Aggrieved Employees, including Plaintiffs, are hereby forever barred and
26 enjoined from prosecuting any of the Released PAGA Claims against the Released Parties as
27 provided for in the Settlement.
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1 18. Without affecting the finality of this Order, this Court shall retain jurisdiction with
2 respect to all matters related to the administration and consummation of the Settlement, and
3 any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit,
4 including but not limited to all matters related to the Settlement and the determination of all
5 controversies relating thereto.

6 19. The Court previously dismissed the action against all defendants other than
7 Hakimianpour Santa Monica Group, L.L.C. with prejudice. No judgment shall be entered
8 against any defendant other than Hakimianpour Santa Monica Group, L.L.C.

9 20. A non-appearance Case Review Re: Final Report and Distribution of Settlement
10 Funds is set for November 3, 2025 at 8:30 AM in Department 9. By October 27, 2025, Class
11 Counsel must file a Final Report re: Distribution of the settlement funds.

12 20. Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement is
13 hereby GRANTED and the Court directs that a separate judgment shall be entered in
14 accordance with the terms of this Order.

15 21. This Judgment shall have a res judicata effect and bar Plaintiff and each
16 Participating Class Member from bringing any action asserting the Released Class Claims
17 described above; provided that this Judgment will have the same effect for Fair Labor
18 Standard Act claims for Participating Class Members only if they opt in by cashing any of
19 their settlement checks. In addition, this Judgment shall have a res judicate effect and bar all
20 Non-Participating Class Members who are Aggrieved Employees from bringing any action
21 asserting the Released PAGA Claims described above.

22 22. This Judgment is intended to be a final disposition of this lawsuit in its entirety and
23 is intended to be immediately appealable.

24 23. Without affecting the finality of this Judgment, this Court shall retain jurisdiction
25 with respect to all matters related to the subject matter of the lawsuit, including but not
26 limited to all matters related to the Settlement and the determination of all controversies
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1 relating thereto.

2 24. Plaintiff shall give notice of this Judgment to Class Members and Aggrieved
3 Employees, pursuant to rule 3.771 of the California Rules of Court, by posting an electronic
4 copy of the Judgment on the Settlement Administrator's website.

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IT IS SO ORDERED.



DATED: 06/28/2024

Hon. Elaine Lu
Judge of the Superior Court