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6 Attorneys for Plaintiff Rene Ramos,  
on behalf of himself and all others similarly situated  
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES**

11 YADIRA ESPINOZA, an individual;  
EDITH MOLINA, an individual, on their  
12 own behalf and on behalf of all others  
similarly situated,

13 Plaintiffs,

14 vs.

15 PHOENIX WAREHOUSE OF  
CALIFORNIA, LLC, a California  
16 corporation; COASTAL EMPLOYMENT,  
INC., a California corporation; DIAMOND  
17 STAFFING SERVICES, INC. d/b/a TRI-  
DIAMOND STAFFING, a Delaware  
18 corporation; and DOES 1 through 20,

19 Defendants.

20 \_\_\_\_\_  
RENE RAMOS, on behalf of himself and  
21 others similarly situated,

22 Plaintiffs,

23 vs.

24 FAIRWAY STAFFING SERVICES, a  
California corporation; PHOENIX  
25 WAREHOUSE OF CALIFORNIA, LLC, a  
California Limited Liability Company; and  
26 DOES 1 through 50, inclusive,

27 Defendants.  
28

Case No. BC503678  
Consolidated with: BC512859 & BC549172

CLASS ACTION

Assigned for All Purposes To:  
Hon. Elihu M. Berle  
Dept.: 6

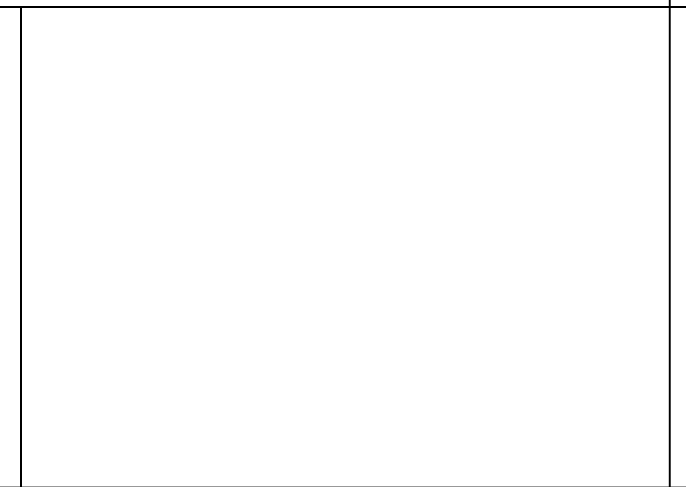
**NOTICE OF ENTRY OF FINAL  
JUDGMENT AND ORDER GRANTING  
PLAINTIFF'S MOTION FOR FINAL  
APPROVAL OF JOINT STIPULATION OF  
CLASS ACTION SETTLEMENT**

*Following continued hearing on:*  
Date: June 1, 2022  
Time: 11:00 a.m.  
Dept: 6, Spring Street

Complaint Filed: March 21, 2013  
Trial: None Set

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IGNACIO VILLA, on behalf of himself  
and all others similarly situated,  
  
Plaintiffs,  
  
vs.  
  
PHOENIX WAREHOUSE OF  
CALIFORNIA, INC., etc., et al.  
  
Defendants.



1 **TO THE COURT AND DEFENDANT AND THEIR ATTORNEYS OF RECORD:**

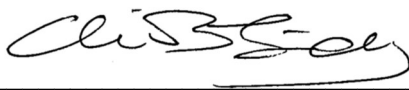
2 PLEASE TAKE NOTICE that on June 1, 2022 at 11:00 a.m. in Department 6 of the  
3 Spring Street Court House of the Los Angeles County Superior Court located at 312 North Spring  
4 Street in Los Angeles, California, the Court conducted its hearing on the unopposed Motion filed  
5 by Plaintiff Rene Ramos (“Plaintiff”), on behalf of himself and all other similarly situated  
6 employees of Defendant Fairway Staffing Services (“Defendant”) for final approval of the parties  
7 Joint Stipulation of Class Action Settlement (“Settlement Agreement”).

8 At the hearing, following review of the motion for final approval of the Settlement  
9 Agreement and all supporting and supplemental documents and conference with Counsel for the  
10 parties, the Court granted the Motion and instructed counsel to submit an Amended [Proposed]  
11 Order and Judgment. Counsel did, and the Court entered the Order and Judgment on June 10,  
12 2022. A copy of the Final Judgment as entered in this action on June 10, 2022 is attached to this  
13 Notice at Exhibit A. A copy of the Order granting final approval as entered in this action on June  
14 10, 2022 is attached to this Notice at Exhibit B. Should you have any questions, please contact  
15 undersigned counsel.

16 DATED: June 13, 2022

DAVID YEREMIAN & ASSOCIATES, INC.

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By   
David Yeremian  
Alvin B. Lindsay  
Attorneys for Plaintiff, Rene Ramos on  
behalf of himself and the Settlement Class

# EXHIBIT A

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6 Attorneys for Plaintiff Rene Ramos,  
on behalf of himself and all others similarly situated  
7

**FILED**  
Superior Court of California  
County of Los Angeles  
06/10/2022

Sherri R. Carter, Executive Officer / Clerk of Court  
By:           M. Fregoso           Deputy

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES**

11 YADIRA ESPINOZA, an individual;  
EDITH MOLINA, an individual, on their  
12 own behalf and on behalf of all others  
similarly situated,

13 Plaintiffs,

14 vs.

15 PHOENIX WAREHOUSE OF  
CALIFORNIA, LLC, a California  
16 corporation; COASTAL EMPLOYMENT,  
INC., a California corporation; DIAMOND  
17 STAFFING SERVICES, INC. d/b/a TRI-  
DIAMOND STAFFING, a Delaware  
18 corporation; and DOES 1 through 20,

19 Defendants.

20 \_\_\_\_\_  
RENE RAMOS, on behalf of himself and  
21 others similarly situated,

22 Plaintiffs,

23 vs.

24 FAIRWAY STAFFING SERVICES, a  
California corporation; PHOENIX  
25 WAREHOUSE OF CALIFORNIA, LLC, a  
California Limited Liability Company; and  
26 DOES 1 through 50, inclusive,

27 Defendants.  
28

Case No. BC503678  
Consolidated with: BC512859 & BC549172

CLASS ACTION

Assigned for All Purposes To:  
Hon. Elihu M. Berle  
Dept.: 6

~~PROPOSED~~ AMENDED FINAL  
JUDGMENT

*Following continued hearing on:*  
Date: June 1, 2022  
Time: 11:00 a.m.  
Dept: 6, Spring Street

Complaint Filed: March 21, 2013  
Trial: None Set

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IGNACIO VILLA, on behalf of himself  
and all others similarly situated,  
  
Plaintiffs,  
  
vs.  
  
PHOENIX WAREHOUSE OF  
CALIFORNIA, INC., etc., et al.  
  
Defendants.

1 **JUDGMENT**

2 The Court has received and considered the motion for final approval (“Final Approval  
3 Motion”) of the Amended Joint Stipulation of Class Action Settlement (“Settlement Agreement”)  
4 between Plaintiff Rene Ramos (“Plaintiff”), on behalf of himself and all other similarly situated  
5 employees of Defendant Fairway Staffing Services (“Defendant”) (with Plaintiff, “the parties”).  
6 This Court is entering its Amended Order Granting Final Approval of the Settlement Agreement  
7 (the “Final Approval Order”) following its continued final fairness and approval hearing held on  
8 June 1, 2022.

9 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

10 1. The Court hereby enters final judgment in accordance with the terms of the  
11 parties’ submitted Settlement Agreement and the Final Approval Order, which are incorporated  
12 herein by this reference as though set forth in full.

13 2. The Class is defined as follows: “all current and former non-exempt hourly  
14 employees of Defendant who worked upon the premises of Phoenix Warehouse of California,  
15 LLC, in California, during the Class Period.” The “Class Period” is defined as the period from  
16 March 21, 2009 through December 31, 2014. There are 309 participating Settlement Class  
17 members given none objected and one requested exclusion (Maria Lopez).

18 ~~3. This action shall be and hereby is dismissed on the merits and with prejudice, and  
19 no further notice of the entry of this Judgment needs to be provided to Settlement Class  
20 Members, aside from the mailing of their settlement checks and as set forth in the Final  
21 Approval Order. Settlement checks will be mailed within thirty days of the final installment  
22 payment by Defendant to fully fund the Qualified Settlement Fund, and that date will be the  
23 effective date of any Releases under the Settlement.~~ Ò Ó

24 4. Pursuant to the Settlement, C.C.P. § 664.6, and C.R.C. 3.769(h), the Court retains  
25 jurisdiction over the Plaintiff, all Settlement Class Members, and Defendants for the purposes set  
26 forth in the Final Approval Order.

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5. This Judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. Subject to the Court’s continuing jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

**IT IS SO ORDERED, ADJUDGED AND DECREED.**

Dated: June F€, 2022



**Elihu M. Berle**  
\_\_\_\_\_  
Honorable Elihu M. Berle  
Judge of the Superior Court  
Elihu M. Berle / Judge



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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 2540 Foothill Blvd., Suite 201, La Crescenta, CA 91214.

On June 6, 2022, I served the document(s) described as **[PROPOSED] AMENDED FINAL JUDGMENT** on the interested parties in this action by sending [ ] the original [or] [X] a true copy thereof [ ] to interested parties as follows [or] [X] as stated on the attached service list:

**SEE ATTACHED SERVICE LIST**

[X] BY TRANSMISSION TO CASE ANYWHERE – SEE ATTACHED SERVICE LIST

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 6, 2022 at Los Angeles, California.

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Natalia Bermudes  
Type or Print Name

Natalia Bermudes  
Signature

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**SERVICE LIST**

**SERVICE VIA E-SERVICE PROVIDER CASE ANYWHERE LLC**

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Todd Vollucci, Esq.  
**LIPELES LAW GROUP, APC**  
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*Attorneys for Defendant  
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*Attorneys for Defendant  
Fairway Staffing Services*

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*Attorneys for Plaintiff  
IGNACIO VILLA*

# EXHIBIT B

Electronically Received 06/06/2022 12:14 PM

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Alvin B. Lindsay (SBN 220236)  
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6 Attorneys for Plaintiff Rene Ramos,  
on behalf of himself and all others similarly situated  
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**FILED**  
Superior Court of California  
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06/10/2022

Sherri R. Carter, Executive Officer / Clerk of Court  
By:           M. Fregoso           Deputy

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
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11 YADIRA ESPINOZA, an individual;  
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25 WAREHOUSE OF CALIFORNIA, LLC, a  
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26 DOES 1 through 50, inclusive,

27 Defendants.  
28

Case No. BC503678  
Consolidated with: BC512859 & BC549172

CLASS ACTION

Assigned for All Purposes To:  
Hon. Elihu M. Berle  
Dept.: 6

~~PROPOSED AMENDED~~ **ORDER  
GRANTING PLAINTIFF'S UNOPPOSED  
MOTION FOR FINAL APPROVAL OF  
AMENDED JOINT STIPULATION OF  
CLASS ACTION SETTLEMENT**

*Following continued hearing on:*  
Date: June 1, 2022  
Time: 11:00 a.m.  
Dept: 6, Spring Street

Complaint Filed: March 21, 2013  
Trial: None Set

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IGNACIO VILLA, on behalf of himself  
and all others similarly situated,  
  
Plaintiffs,  
  
vs.  
  
PHOENIX WAREHOUSE OF  
CALIFORNIA, INC., etc., et al.  
  
Defendants.

1 **ORDER**

2 On **June 1, 2022** at 11:00 a.m. in Department 6 of the Spring Street Court House of the  
3 Los Angeles County Superior Court located at 312 North Spring Street in Los Angeles,  
4 California, the unopposed motion by Plaintiff Rene Ramos (“Plaintiff”), on behalf of himself and  
5 all other similarly situated employees of Defendant Fairway Staffing Services (“Defendant”)  
6 (with Plaintiff, “the parties”), for final approval (“Final Approval Motion”) of the parties’  
7 Amended Joint Stipulation of Class Action Settlement (“Settlement Agreement”) came before the  
8 Court for hearing. The motion followed successful completion of settlement administration  
9 following entry of the Court’s Order granting preliminary approval to the Settlement on July 21,  
10 2021. A copy of the preliminarily approved amended Settlement Agreement was attached to the  
11 Declaration of Class Counsel in support of final approval. (Yeremian Decl., Settlement, Exhibit  
12 A). Full and adequate notice having been given to the Class as required in the Court’s Preliminary  
13 Approval Order, and the Court having considered all papers filed and proceedings held herein and  
14 with good cause appearing:

15 **NOW, THEREFORE, IT IS HEREBY ORDERED THAT:**

16 1. This Order incorporates by reference the definitions in the Settlement, and all  
17 terms used, but not defined herein, shall have the same meanings as in the Settlement.

18 2. This Court has jurisdiction over the subject matter of the Action and over all  
19 parties to the Action, including all Class Members.

20 3. The Motion for final approval of the parties’ Settlement for a Total Settlement  
21 Amount of \$150,000.00 is granted. The Court approves the Settlement as fair, reasonable and  
22 adequate. The Court makes the following awards and approves the following payments:

23 (a) \$50,000.00 in attorneys’ fees and \$30,050.42 in costs incurred to Class  
24 Counsel;

25 (b) \$5,000.00 as a Representative Enhancement and Service Award to Plaintiff  
26 Rene Ramos as the Class Representative; and

27 (c) \$10,000.00 in costs to the settlement administrator, CPT Group, Inc.  
28

1           4.       In accordance with the Settlement Agreement and the terms set forth in this order,  
2 this Order shall not be deemed a judgment in favor of Class members or any them and shall not  
3 constitute an obligation for direct compensation of any one or any number of the Class members,  
4 but rather it simply approves and undertakes to monitor the final administration of the settlement  
5 between the parties as set forth in the Settlement Agreement. Except for the payments due under  
6 the terms of the Settlement Agreement, the parties are each to bear their own respective costs and  
7 attorneys' fees. The Court approves the Settlement Agreement and Defendant and the Released  
8 Parties are discharged from all Released Claims in accordance with the terms of the Settlement  
9 Agreement. The Effective Date of the Settlement is the date of entry of this Order and the  
10 effective date of the Release will be 30 days after both the Effective Date has occurred and the  
11 final installment payment has been made by Defendant to fully fund the Qualified Settlement  
12 Fund.

13           5.       After the original motion for preliminary approval was filed and the parties  
14 addressed issues the Court identified in supplemental briefing, On July 16, 2021, the Court issued  
15 its Order granting preliminary approval of the Settlement Agreement, which set further case  
16 management dates for administration and final approval. After the Notice mailing was completed  
17 and the response deadline passed, the parties eventually stipulated to continue the Administration  
18 and Final Approval related dates and asked the Court to approve an increase in the costs  
19 allocation in the Class Notice. The parties submitted a proposed Order granting the stipulation  
20 which the Court approved, setting the present final approval hearing date.

21           6.       In California, the notice to class members must have “a reasonable chance of  
22 reaching a substantial percentage of the class members.” *Wershba v. Apple Computer, Inc.* (2001)  
23 91 Cal.App.4th 224, 251. Importantly, however, the plaintiff need not demonstrate that each  
24 member of the class received notice. As long as the notice had a “reasonable chance” of reaching  
25 a substantial percentage of class members, it should be found effective.

26           7.       As reported in the Declaration from the Settlement Administrator, Erin La Russa  
27 of CPT Group, Inc., the Administrator received the class data file and listing from Defendant's  
28 counsel on July 29, 2021. (*See* Declaration of Erin La Russa of CPT Group, Inc. in support of

1 Final Approval (“La Russa Decl.”), at ¶ 4). On **October 15, 2021**, the Class Notice and Notice  
2 Packet were finalized and mailed to 310 individual Class members. (*Id.* at ¶¶ 5-6; *see also* Exhibit  
3 A to La Russa Decl. for Class Notice as mailed in English and Spanish). No Class members  
4 objected to the Settlement, and only one Class member requested exclusion from it (Maria  
5 Lopez), thus resulting in 309 Settlement Class Members and a 99.68% participation rate (*id.* at ¶¶  
6 9-11), and 26 Class Notices remain undeliverable following skip tracing and re mailing by CPT  
7 Group. (*Id.* at ¶¶ 8-9). Plaintiff now seeks final approval of the Settlement. Based on the  
8 foregoing, the Court finds that the notice provided to Class members conforms to due process  
9 requirements.

10 8. It is the duty of the Court, before finally approving the settlement, to conduct an  
11 inquiry in the fairness of the proposed settlement. The trial court has broad discretion in  
12 determining whether the settlement is fair. In exercising that discretion, it normally considers the  
13 following factors: strength of the plaintiff’s case; the risk, expense, complexity and likely  
14 duration of further litigation; the risk of maintaining class action status through trial; amount  
15 offered in settlement; extent of discovery completed and stage of the proceedings; experience and  
16 views of counsel; presence of a governmental participant; and reaction of the class members to  
17 the proposed class settlement. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801; *In Re*  
18 *Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723. This list is not exclusive and the Court is  
19 free to balance and weigh the factors depending on the circumstances of the case. *Wershba v.*  
20 *Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-245.

21 9. The proponent bears the burden of proof to show the settlement is fair, adequate  
22 and reasonable. *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th  
23 1135, 1165-1166; *Wershba, supra*, 91 Cal.App.4th at 245. There is a presumption that a proposed  
24 settlement is fair and reasonable when it is the result of arms’-length negotiations. 2 Herbert  
25 Newburg & Albert Conte, *Newburg on Class Actions* §11.41 at 11-88 (3d ed. 1992); *Manual for*  
26 *Complex Litigation* (Third) §30.42.

27 10. The Gross Settlement Fund of **\$150,000.00** represents a reasonable recovery for  
28 the Class members. With no objectors and one exclusion (Maria Lopez), 309 Participating Class



1 Members will be sent individual settlement payments. (La Russa Decl., ¶¶ 11-13). Their  
2 estimated average gross payment is **\$136.73** with the estimated highest gross payment being  
3 **\$575.04**. (La Russa Decl., ¶ 13). The Court finds these to be within the range of reasonableness  
4 deserving of approval.

5 11. Had this case not settled, there would have been additional risks and expenses  
6 associated with continuing to litigate. Procedural hurdles (e.g., motion practice and appeals) are  
7 also likely to prolong the litigation as well as any recovery by the class members.

8 12. There is always a risk of decertification. *Weinstat v. Dentsply Intern., Inc.* (2010)  
9 180 Cal.App.4th 1213, 1226 (“Our Supreme Court has recognized that trial courts should retain  
10 some flexibility in conducting class actions, which means, under suitable circumstances,  
11 entertaining successive motions on certification if the court subsequently discovers that the  
12 propriety of a class action is not appropriate.”)

13 13. As part of the Court’s analysis of this factor, the Court should take into  
14 consideration the admonition in *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116,  
15 133. In *Kullar*, objectors to a class settlement argued the trial court erred in finding the terms of  
16 the settlement to be fair, reasonable, and adequate without any evidence of the amount to which  
17 class members would be entitled if they prevailed in the litigation, and without any basis to  
18 evaluate the reasonableness of the agreed recovery. The Court of Appeal agreed with the  
19 objectors that the trial court bore the ultimate responsibility to ensure the reasonableness of the  
20 settlement terms. Although many factors had to be considered in making that determination, and a  
21 trial court was not required to decide the ultimate merits of class members’ claims before  
22 approving a proposed settlement, an informed evaluation could not be made without an  
23 understanding of the amount in controversy and the realistic range of outcomes of the litigation.

24 14. Defendant has agreed to settle for the non-reversionary amount of **\$150,000.00**,  
25 with no additional sums being due from Defendant for damages or penalties of any type, taxes,  
26 costs, attorneys’ fees, contributions, reimbursements or for any other reason. The employer’s  
27 share of payroll taxes will be paid separately by Defendant from the Maximum Settlement  
28 Amount. Class Counsel has requested \$50,000.00 in attorneys’ fees and **\$30,050.42** in costs, with

1 \$14,200.31 allocated to David Yeremian & Associates and \$15,850.11 allocated to reimburse  
2 those incurred by The Ozzello Practice, P.C. in prosecuting this Action as counsel for the original  
3 Plaintiffs.

4 15. Class Counsel conducted an investigation that included informal discovery,  
5 reviewed time records, interviewed class members, reviewed Plaintiff's documents, and formed  
6 damage models based on all of these. Plaintiff received class certification of the class claims and  
7 comprehensive discovery was completed by the parties. In discussions and settlement  
8 negotiations with counsel for Defendant, Class Counsel also discussed all aspects of the case,  
9 including the risks of litigation and the risks to both parties of sustaining class certification and/or  
10 prevailing on the merits at summary judgment and trial, as described in the supporting  
11 declarations from counsel. The long duration of pendency for this action has also resulted in  
12 claims that are well outside the relevant statutes of limitation.

13 16. Class Counsel has experience with wage and hour class litigation. (Yeremian  
14 Declaration re: Preliminary Approval, ¶¶ 3-9; Lindsay Decl. re: Final Approval, ¶¶ 12-21). Class  
15 Counsel is of the opinion that this settlement is in the best interest of the class provides substantial  
16 benefit to class members.

17 17. The class reacted very positively with an 99.68% participation rate and no Class  
18 Members objecting. Also, no Class Members have outstanding disputes regarding their payments,  
19 and only one Class Member (Maria Lopez) has requested exclusion. (La Russa Decl., ¶¶ 10-11).

20 18. On balance, this is a fair settlement that satisfies the *Dunk* factors such that final  
21 approval is warranted.

22 19. Class Counsel requested attorneys' fees of **\$50,000.00**. In common fund cases, the  
23 Court may employ a percentage of the benefit method, and the percentage awarded can depend on  
24 application of the requirements and as cross-checked against the lodestar, if necessary. *Laffitte v.*  
25 *Robert Half Int'l., Inc.* (2016) 1 Cal.5th 480, 503.

26 20. Here, Class Counsel seeks fees pursuant to the percentage method, and supports  
27 that claim by establishing they have incurred more attorneys' fees than are being requested, and  
28 no multiplier is required under the lodestar cross-check. The determination of what constitutes an

1 appropriate percentage “is somewhat elastic and depends largely on the facts of a given case, but  
2 certain factors are commonly considered. Specifically, the court may address the percentage  
3 likely to have been negotiated between private parties in a similar case, percentages applied in  
4 other class actions, the quality of class counsel, and the size of the award.” *In re Ikon Office*  
5 *Solutions, Inc., Securities Litigation* (E.D. Pa. 2000) 194 F.R.D. 166, 193.

6 21. These factors favor the requested \$50,000.00 fee award. As for the first factor,  
7 private contingency fee agreements are routinely 30% to 40% of the recovery. (*In re Ikon*, 194  
8 F.R.D. at 194.) As for the second factor, “most fees appear to fall in the range of nineteen to  
9 forty-five percent.” (*Id.*) As for the third factor, Class Counsel has experience in class actions,  
10 including wage and hour cases. Most importantly, Class Counsel achieved good results for the  
11 class as evidenced by the class members’ reaction to the settlement. Given the long pendency of  
12 the action and the close of the Class Period at the end of 2014, Class Members’ claims would  
13 have been extinguished even if dismissed without prejudice under the relevant statutes of  
14 limitation. As for the fourth factor, Class Counsel negotiated a \$150,000.00 gross settlement. In  
15 this instance, applying the lodestar cross-check is unnecessary given that Class Counsel reports  
16 they have incurred substantially more attorney hours and fees than they are requesting. (Yeremian  
17 Decl., ¶ 19-34; Lindsay Decl., ¶¶ 3-4). With the addition of the hours from co-counsel, and at  
18 Counsel’s hourly rates of \$750 and \$700, the total lodestar generated by just Mr. Yeremian and  
19 Mr. Lindsay does not require a multiplier. More specifically, Counsel reports total attorney hours  
20 between them of 122.7 hours and \$88,390.00 in attorney fees for the lodestar cross-check. The  
21 requested fee award of \$50,000.00 therefore is substantially less than the total of \$88,390.00 in  
22 fees Mr. Yeremian and Mr. Lindsay have dedicated to this litigation to date. The lodestar cross-  
23 check counsels in favor of approving the fees as requested.

24 22. Attorneys’ fees should be awarded as requested to compensate counsel for its  
25 efforts and expense in arriving at a swift and efficient resolution of these class proceedings. The  
26 hourly rates appear to be reasonable for attorneys with their respective years of experience, and  
27 the hours spent are reasonable for this case. It appears that Class Counsel utilized skill in  
28 litigating this case, and by all accounts, have good reputations in the legal community; at the very

1 least, there is no evidence before the Court to indicate that the attorneys have negative reputations  
2 in the legal community. It also appears that Class Counsel spent appreciable time on the case,  
3 which time could have been spent on other meritorious fee-generating cases. Because the fee  
4 request is based on a reasonable percentage of the settlement fund and is supported by the  
5 lodestar calculation, and because the Class was provided with notice of the fee request and did not  
6 object, the Court awards Class Counsel fees in the amount requested.

7 23. Class Counsel requests costs of **\$30,050.42** as allocated under the Settlement and  
8 preliminarily approved. (Yeremian Decl., ¶ 36, and Exhibit B thereto). These costs appear  
9 reasonable and necessary to the conduct of the litigation. The requested and approved Costs to  
10 Class Counsel of \$30,050.42 include \$14,200.31 in costs allocated to Class Counsel David  
11 Yeremian & Associates and the remaining \$15,850.11 to The Ozzello Practice, P.C. Further, as  
12 with the fee requests, the maximum cost request was disclosed to class members and deemed  
13 unobjectionable. For these reasons, Counsel’s cost reimbursement request is granted in the  
14 amount of **\$30,050.42**.

15 24. Settlement Administrator ILYM Group, Inc. requests administration costs of  
16 \$10,000.00. (La Russa Decl., ¶ 14). Based upon the work performed and yet to be performed, and  
17 the fact that the class was provided notice of the requested claims administration expenses and  
18 none objected, the request for administration costs of **\$10,000.00** is granted.

19 25. The Court also finally approves the parties’ allocation of **\$5,000.00** to settle claims  
20 under the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Pursuant to Labor Code  
21 § 2699(i), 75% of this amount, or \$3,750.00, shall be paid to the California Labor & Workforce  
22 Development agency and the remaining 25%, or \$1,250.00, shall remain in the Net Settlement  
23 Fund and will be paid to Class Members in the manner set forth in the Amended Settlement  
24 Agreement.

25 26. Finally, Class Counsel seeks a class representative enhancement and service award  
26 payment of **\$50,000.00** to the class representative. The Court considers the following factors,  
27 among others, in determining whether to pay an incentive or enhancement award to a class  
28 representative: whether an incentive was necessary to induce the class representative to

1 participate in the case; actions, if any, taken by the class representative to protect the interests of  
2 the class; the degree to which the class benefited from those actions; the amount of time and  
3 effort the class representative expended in pursuing the litigation; the risk to the class  
4 representative in commencing suit, both financial and otherwise; the notoriety and personal  
5 difficulties encountered by the class representative; the duration of the litigation; and the personal  
6 benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. California  
7 Practice Guide, Civil Procedure Before Trial, ¶14:146.10 (The Rutter Group 2012) (citing *Clark v*  
8 *American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 804; *Bell v. Farmers Ins. Exch.*  
9 (2004) 115 Cal.App.4th 715, 726; *In re Cellphone Fee Termination Cases* (2010) 186  
10 Cal.App.4th 1380, 1394; *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186  
11 Cal.App.4th 399, 412. Plaintiff provided a declaration in support of the motion for preliminary  
12 approval and the Court preliminarily approved the requested enhancement. The Class has been  
13 certified, Plaintiff was deposed, and Plaintiff estimates he has devoted approximately **175 hours**  
14 to this litigation. (See Ramos Declaration re: Approval filed March 21, 2021, ¶ 7). Plaintiff freely  
15 chose to champion the rights of the class and accepted the risks associated with acting as a class  
16 representative, and the Court preliminarily approved the requested award. Therefore, the Court  
17 grants a Representative Service Payment award of **\$5,000.00** to Plaintiff, as Plaintiff spent  
18 significant time on this litigation to achieve an excellent result for the Settlement Class, and  
19 Plaintiff's actions benefitted the Class. Plaintiff also accepted the risks and notoriety that are  
20 associated with acting as a class representative and is agreeing to a general release broader than  
21 that of the Settlement Class.

22         27. All Parties, including each and all Participating Class Members, are bound by this  
23 Final Approval Order and by the Settlement Agreement. All Participating Class Members shall be  
24 deemed to have entered into the Settlement and the releases provided therein. Defendant and the  
25 Released Parties shall have no obligation to pay any sums in excess of the \$150,000.00 Gross  
26 Settlement Fund as set forth in the Settlement Agreement. Other than as expressly provided in the  
27 Settlement Agreement, Defendant and the Released Parties shall have no obligation after entry of  
28 judgment to pay any sum to any person, whether for costs, attorneys' fees, damages or penalties

1 of any type, taxes, class member reimbursement or contribution, or otherwise, as a result of entry  
2 of judgment.

3 28. The Court previously conditionally certified this action as a class action for  
4 Settlement purposes under California Code of Civil Procedure § 382. The Class is defined as  
5 follows: “all current and former non-exempt hourly employees of Defendant who worked upon  
6 the premises of Phoenix Warehouse of California, LLC, in California, during the Class Period.”  
7 (Yeremian Decl., ¶ 8, Exhibit A, Settlement, ¶ 5). The “Class Period” is defined as the period  
8 from March 21, 2009 through December 31, 2014. (*Id.*; Exhibit A, Settlement, ¶ 6). The Class  
9 Period ends on December 31, 2014, as Defendant stopped working with Phoenix Warehouse of  
10 California, LLC in approximately August of 2014. (*Id.* at ¶ 12). There are 309 participating  
11 Settlement Class members given none objected and one requested exclusion (Maria Lopez). (La  
12 Russa Decl., ¶¶ 11-13).

13 29. The certified Class for settlement purposes continues to meet all the requirements  
14 of California Code of Civil Procedure section 382, as already found, and for the reasons set forth  
15 in the Court’s Preliminary Approval Order and tentative rulings.

16 30. Plaintiff Rene Ramos is the Court-appointed Class Representative for the Class.

17 31. David Yeremian and Alvin B. Lindsay of the law firm David Yeremian &  
18 Associates, Inc. are the Court-appointed Class Counsel.

19 32. As of the date of this Order, and upon final installment payment by Defendant to  
20 fully fund the Qualified Settlement Fund, Plaintiff and the Settlement Class Members shall be and  
21 hereby are deemed to have released the Defendant and the Released Parties of and from all of the  
22 Released Claims. As of the date of this Order and then upon final installment payment by  
23 Defendant, and by entry of Judgment, Plaintiff and Participating Class Members, and all persons  
24 and entities acting on behalf of, through or in concert with them, will be foreclosed from filing,  
25 initiating, pursuing or continuing to prosecute any actions, claims, complaints with respect to any  
26 of the Released Claims by virtue of the effective Release, as more fully set forth in the Settlement  
27 Agreement, which is incorporated herein by this reference as though set forth in full and made a  
28 part hereof.

1           33.     Without affecting the finality of this Order in any way, this Court hereby retains  
2 continuing jurisdiction over: (a) implementation of the Settlement and any award or distribution  
3 of the Net Settlement Amount, including interest earned thereon; (b) disposition of the Net  
4 Settlement Amount; (c) hearing and determining applications for attorney fees and expenses in  
5 the Action; and (d) all parties hereto for the purpose of construing, enforcing, and administering  
6 the Settlement Agreement and the Settlement therein.

7           34.     The Court sets an OSC re: Compliance with the Terms the Judgment on February  
8 28, 2023 at 8:30 a.m. in Dept. 6, and Class Counsel and the Administrator will submit  
9 declarations sufficiently in advance of the OSC addressing the status of all monies paid under the  
10 Settlement Agreement and providing a post-distribution accounting.

11           35.     There is no just reason for delay in the entry of judgment approving the Class  
12 Settlement and immediate entry by the Clerk of the Court is expressly directed.

13 **IT IS SO ORDERED.**

14  
15 Dated: June FE, 2022



**Elihu M. Berle**

Honorable Elihu M. Berle  
Judge of the Superior Court  
Elihu M. Berle / Judge

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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 2540 Foothill Blvd., Suite 201, La Crescenta, CA 91214.

On June 6, 2022, I served the document(s) described as **[PROPOSED] AMENDED ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF AMENDED JOINT STIPULATION OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending [ ] the original [or] [X] a true copy thereof [ ] to interested parties as follows [or] [X] as stated on the attached service list:

**SEE ATTACHED SERVICE LIST**

BY TRANSMISSION TO CASE ANYWHERE – SEE ATTACHED SERVICE LIST

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 6, 2022 at Los Angeles, California.

\_\_\_\_\_  
Natalia Bermudes  
Type or Print Name

  
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Signature



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**SERVICE LIST**

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