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FILED
Superior Court of California
County of Los Angeles

03/10/2025

David W. Stryker, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

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17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

19 BRANDI TITKOS, individually, and on
20 behalf of all others similarly situated;

21 Plaintiff,

22 vs.

23 RAG TRADERS RETAIL, LLC, an
24 unknown business entity; and DOES 1
25 through 100, inclusive,

26 Defendants.

Case No.: 22STCV03444 [*Related Case
No. 22STCV2438*]

Honorable Stuart M. Rice
Department SSC-1

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGEMENT**

Date: March 10, 2025
Time: 10:30 a.m.
Department: SSC-1

Complaint Filed: January 27, 2022
Trial Date: None Set

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1 This matter has come before the Honorable Stuart M. Rice in Department SSC-1 of the
2 above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, on
3 Plaintiffs Brandi Titkos and Manuel Polanco’s (together, “Plaintiffs”) Motion for Final Approval
4 of Class Action and PAGA Settlement, Class Counsel Fees Payment, Class Counsel Litigation
5 Expenses Payment, and Class Representative Service Payments (“Motion for Final Approval”).
6 Lawyers *for* Justice, PC and CounselOne, PC appeared on behalf of Plaintiffs, and Freeman Mathis
7 & Gary, LLP appeared on behalf of Defendants Rag & Bone Industries, LLC and Rag Trader
8 Retail, LLC (together, “Defendants”).

9 On November 6, 2024 the Court entered the Amended Order Granting Preliminary
10 Approval of Class and Representative Action Settlement (“Preliminary Approval Order”),
11 thereby preliminarily approving the settlement of the above-entitled action, and the action entitled
12 *Manuel Polanco v. Rag & Bone Industries LLC*, Superior Court of California for the County of
13 Los Angeles, Case No. 22STCV24380 (together, the “Actions”) in accordance with the Class
14 Action and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement
15 Agreement”), which, together with the exhibits annexed thereto set forth the terms and conditions
16 for settlement of the Actions.

17 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
18 oral argument, and good cause appearing,

19 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

20 1. This Order incorporates by reference the definitions in the Settlement Agreement,
21 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
22 Settlement Agreement.

23 2. This Court has jurisdiction over the claims of the Class Members asserted in this
24 proceeding and over all parties to the Actions.

25 3. The Court finds that the applicable requirements of California Code of Civil
26 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
27 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
28

1 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
2 hereby defined to include:

3 All hourly or non-exempt employees who worked for Rag & Bone Industries,
4 LLC in California any time from December 6, 2020 through May 31, 2023; and
5 all hourly or non-exempt employees who worked for Rag Trader Retail, LLC
6 in California any time from January 27, 2018 through May 31, 2023 (“Class”
7 or “Class Members”).

8 4. The Court Approved Notice of Class and Representative Action Settlement and
9 Hearing Date for Final Court Approval (“Class Notice”) that was provided to the Class Members
10 and Aggrieved Employees, fully and accurately informed the Class Members of all material
11 elements of the Settlement and of their opportunity to participate in the Settlement, object to or
12 comment to the class action components of the Settlement, or to seek exclusion from the
13 Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient
14 notice to all Class Members; and complied fully with the laws of the State of California, the United
15 States Constitution, due process and other applicable law. The Class Notice fairly and adequately
16 described the Settlement and provided the Class Members with adequate instructions and a variety
17 of means to obtain additional information.

18 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
19 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
20 specifically, the Court finds that the Settlement was reached following meaningful discovery and
21 investigation conducted by Lawyers *for* Justice, PC and CounselOne, PC (“Class Counsel”); that
22 the Settlement is the result of serious, informed, adversarial, and arms-length negotiations between
23 the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable.
24 In so finding, the Court has considered all of the evidence presented, including evidence regarding
25 the strength of Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the
26 likely duration of further litigation; the amount offered in the Settlement; the extent of
27 investigation and discovery completed; and the experience and views of Class Counsel. The Court
28 has further considered the absence of objections to the class action components of the Settlement
submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be affected
in accordance with the Settlement Agreement and the following terms and conditions.

1 6. A full opportunity has been afforded to the Class Members to participate in the
2 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
3 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
4 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a
5 valid and timely Request for Exclusion (“Participating Class Members”), are bound by the
6 Settlement and by this order and judgment (“Final Approval Order and Judgment”), and the State
7 of California and all Class Members who worked for Defendants during the PAGA Period
8 (“PAGA Members”) are bound by the Settlement and this Final Approval Order and Judgment.

9 7. The Court finds that allocation of \$40,000.00 toward penalties under the California
10 Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and appropriate,
11 and hereby approved. The Administrator shall distribute the PAGA Penalties as follows: the
12 amount of \$30,000.00 to the California Labor and Workforce Development Agency (“LWDA
13 PAGA Payment”), and the amount of \$10,000.00 to be distributed to the Aggrieved Employees
14 (i.e., Individual PAGA Payment), in accordance with the terms and methodology set forth in the
15 Settlement Agreement.

16 8. The Court finds that payment of Administration Expenses Payment in the amount
17 of \$15,000.00 is appropriate for the services performed and costs incurred and to be incurred for
18 the notice and settlement administration process. It is hereby ordered that the Administrator, CPT
19 Group, Inc., shall issue payment to itself in the amount of \$15,000.00, in accordance with the terms
20 and methodology set forth in the Settlement Agreement.

21 9. The Court finds that the Class Representative Service Payments sought are fair and
22 reasonable for the work performed by Plaintiffs on behalf of the Class, the State of California, and
23 Aggrieved Employees. It is hereby ordered that the Administrator issue payment in the amount of
24 \$7,500.00 each to Plaintiffs Brandi Titkos and Manuel Polanco for their Class Representative
25 Service Payments, according to the terms and methodology set forth in the Settlement Agreement.

26 10. The Court finds that the requested attorneys’ fees in the amount of \$131,986.80 to
27 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
28 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and

1 are hereby approved. It is hereby ordered that the Administrator issue payment in the amount of
2 \$131,986.80 to Class Counsel for attorneys' fees, in accordance with the terms and methodology
3 set forth in the Settlement Agreement, as follows: \$65,993.40 to Lawyers *for Justice*, PC and
4 \$65,993.40 to CounselOne, PC.

5 11. The Court finds that the requested reimbursement of litigation costs and expenses
6 of \$16,793.28 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
7 Administrator issue payment in the amount of \$16,793.28 to Class Counsel for reimbursement of
8 litigation costs and expenses, in accordance with the terms and methodology set forth in the
9 Settlement Agreement, as follows: \$8,612.72 to Lawyers *for Justice*, PC and \$8,180.56 to
10 CounselOne, PC.

11 12. The table set forth below shows the calculation of the Net Settlement Amount, to
12 be distributed pursuant to the Settlement:

Gross Settlement Amount	\$396,000.00
Class Counsel Fees Payment	\$131,986.80
Class Counsel Litigation Expenses Payment	\$16,793.28
Class Representative Service Payments	\$15,000.00
Administration Expenses Payment	\$15,000.00
PAGA Penalties	\$40,000.00
Net Settlement Amount to be paid to Participating Class Members	\$184,719.92

21 In addition to the Net Settlement Amount, \$10,000.00 will be distributed to Aggrieved
22 Employees on a *pro rata* basis.

23 13. The Court hereby orders that upon full funding of the Gross Settlement Amount
24 and the Effective Date, Plaintiffs and all Participating Class Members will be deemed to have fully,
25 finally, and forever released, settled, compromised, relinquished, and discharged the Released
26 Parties of any and all Released Class Claims, in accordance with the terms set forth in the
27 Settlement Agreement.

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1 14. It is hereby ordered that upon full funding of the Gross Settlement Amount and the
2 Effective Date, Plaintiffs, the State of California, and all Aggrieved Employees will be deemed to
3 have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
4 Released Parties of any and all Released PAGA Claims, in accordance with the terms set forth in
5 the Settlement Agreement.

6 15. It is hereby ordered that Defendants shall fully fund the Gross Settlement Amount,
7 and also fund the amounts necessary to fully pay all employer payroll taxes owed on the wage
8 portion of the Individual Class Payments by transmitting the funds to the Administrator via three
9 (3) structured installment payments, as follows: (i) \$132,000.00, representing the first installment
10 of the Gross Settlement Amount (“First Installment”), on or before ten (10) days following notice
11 of entry of the Court’s Preliminary Approval Order; (ii) \$132,000.00, representing the second
12 installment of the Gross Settlement Amount (“Second Installment”), sixty (60) days after the date
13 the First Installment is due; and (iii) \$132,000.00, representing the third installment of the Gross
14 Settlement Amount (“Third Installment”), sixty (60) days after the date the Second Installment is
15 due.

16 16. It is hereby ordered that within ten (10) calendar days of the funding of the Gross
17 Settlement Amount and an amount sufficient for all employer payroll taxes owed on the wage
18 portion of the Individual Class Payments (i.e., after the Third Installment is funded), the
19 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
20 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
21 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
22 Payments, in accordance with the terms and methodology set forth in the Settlement Agreement.

23 17. Each Individual Class Payment and Individual PAGA Payment check issued by the
24 Administrator shall prominently state the date (not less than 180 days after the date of mailing)
25 when the check will be voided. The Administrator will cancel all checks not cashed by the void
26 date. For any Class Member whose Individual Class Payment check or Individual PAGA Payment
27 check is uncashed and cancelled after the void date, the Administrator shall transmit the funds
28 represented by such checks to the Controller of the State of California to be held pursuant to the

1 Unclaimed Property Law in the name of the Participating Class Member and/or Aggrieved
2 Employee. Participating Class Members whose Individual Class Payment checks are cancelled
3 shall, nevertheless, be bound to the Settlement. Aggrieved Employees whose Individual PAGA
4 Payment checks are cancelled shall, nevertheless, be bound to the Settlement.

5 18. After entry of this Final Approval Order and Judgment, pursuant to California Rules
6 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
7 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
8 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
9 any dispute arising from or in connection with the distribution of settlement benefits.

10 19. Notice of entry of this Final Approval Order and Judgment shall be given to the
11 Participating Class Members and Aggrieved Employees by posting a copy of the Final Approval
12 Order and Judgment on the Administrator's website for a period of at least sixty (60) calendar days
13 after the date of entry of this Final Approval Order and Judgment. Individualized notice is not
14 required.

15 20. A Final Compliance Hearing is set for Tuesday, February 1, 2011 at 1:00
16 a.m./p.m. in Department SSC-1. Class Counsel shall submit a final accounting report regarding
17 the status of the settlement administration at least five (5) court days prior to the ~~Final Compliance~~
18 ~~Hearing.~~ ~~Plaintiff and Defendant, et al.~~

19
20 Dated: Tuesday, February 1, 2011



Stuart M. Rice

Stuart M. Rice / Judge

Honorable Stuart M. Rice
Judge of the Superior Court