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Superior Court of California
County of Los Angeles

JUN 22 2018

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15 situated

16 [Additional Counsel listed on following page]

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

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

19 JUVENCIO AVILA, individually and on
20 behalf of others similarly situated,

21 Plaintiffs,

22 v.

23 QUEST NUTRITION, LLC, a California
24 limited liability corporation; and DOES 1
25 through 30.

26 Defendants,

CaseNo. BC585391 [Lead Case]
Related to Case No. BC630914

CLASS AND REPRESENTATIVE
ACTIONS

[Assigned to Hon. Ann I. Jones
in Dept. 11]

[PROPOSED] FINAL JUDGMENT

Date: June 1, 2018
Time: 10:00 a.m.
Dept.: 11

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27 MARTHA PEREZ, individually and on
28 behalf of other persons similarly situated,

Plaintiffs,

v.

QUEST NUTRITION, LLC,

Defendants.

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6 Attorneys for Plaintiff Martha Perez, individually and on behalf of other persons similarly
7 situated

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1 After notice and hearing on June 1, 2018, this Court granted the motion of Plaintiffs,
2 Juvencio Avila and Martha Perez, for Final Approval of Revised Class Action Settlement
3 and Payment of: (1) Class Representatives' Service Awards, (2) Class Counsel Attorneys'
4 Fees and Costs, (3) Settlement Administration Costs, and (4) LWDA Payment.
5 Concurrently, this Court entered the Order Granting Plaintiffs' Motion for Final Approval of
6 Revised Class Action Settlement, Class Representatives' Service Awards, Class Counsel
7 Attorneys' Fees and Costs, Settlement Administration Costs, and LWDA Payment
8 (hereinafter "Final Approval Order"). In keeping with this Court's Final Approval Order,
9 this Court hereby ADJUDGES and DECREES as follows:

10 1. Pursuant to the California Rules of Court, rule 3.769(h), this Court now
11 makes and enters this Final Judgment under which Plaintiffs and Participating Class
12 Members shall take nothing from Defendant Quest Nutrition, LLC ("Defendant") except as
13 expressly set forth herein;

14 2. This Court has jurisdiction over the subject matter of this litigation and over
15 the Parties to this litigation, including the Settlement Class;

16 3. Pursuant to California Rules of Court, rule 3.771(a), this Final Judgment,
17 hence binds the following Settlement Class consisting of 3,167 individuals, from which
18 one (1) individual (identified as **Maria Paramo**) has opted out:

19 The hourly-paid production and warehouse employees who
20 worked for Defendant Quest Nutrition, LLC in California
21 during the period of time beginning June 16, 2011 through
22 June 25, 2015 ("Class Period")

23 4. The Settlement Class Members shall be bound by the following release as set
24 forth below:

25 Upon the final approval of the Settlement by the Court, and except as to such rights
26 or claims as may be created by the Settlement Agreement, each Participating Class
Member will fully and forever release and discharge Defendant Quest Nutrition, LLC, its
predecessors, successors, shareholders, officers, directors, employees, agents, attorneys,
trustees, representatives, administrators, fiduciaries, assigns, executors, collectively and

1 each of them from any and all liabilities, demands, claims, and obligations arising during
2 the Class Period for all causes of action alleged in the operative complaints in the Actions
3 arising during the Class Period based upon the facts alleged therein, including the alleged
4 failure to pay wages, failure to provide meal and rest periods, failure to pay all earned
5 wages upon termination or separation of employment, failure to provide accurate wage
6 statements, failure to pay accrued vacation, interest, costs, attorneys' fees, and all claims
7 for restitution and other equitable relief, injunctive relief, for the alleged violations of
8 Business and Professions Code Section 17200 et seq. predicated upon the foregoing
9 alleged Labor Code violations, and PAGA;

10 5. The distribution of the Class Notice to the Settlement Class as set forth in
11 the Second Amended Joint Stipulation of Class Action Settlement and Release
12 ("Settlement Agreement") has been completed in conformity with preliminary approval
13 granted on January 17, 2018. The Class Notice provided adequate notice of the
14 proceedings and about the case, including the proposed settlement terms as set forth in the
15 Settlement Agreement. The Class Notice fully satisfied due process requirements. The
16 Class Notice was sent via U.S. Mail to all persons entitled to such notice and every
17 Settlement Class Member who could be identified through reasonable effort. As executed,
18 the Class Notice was the best notice practicable under the circumstances;

19 6. The Court hereby approves the terms set forth in the Settlement Agreement
20 and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable
21 and directs the Parties to effectuate the Settlement Agreement according to its terms. The
22 Court finds that the Settlement Agreement has been reached as a result of informed and
23 non-collusive arm's-length negotiations. The Court further finds that the Parties have
24 conducted extensive investigation and research, and their attorneys were able to
25 reasonably evaluate their respective positions. The Court also finds that settlement now
26 will avoid additional and potentially substantial litigation costs, as well as delay and risks
if the Parties were to continue to litigate the case. The Court has reviewed the monetary

1 recovery being provided as part of the settlement and recognizes the significant value
2 accorded to the Settlement Class;

3 7. Defendant shall pay the Settlement Class pursuant to the procedure
4 described in the Settlement Agreement and the Class Notice;

5 8. The Court hereby confirms the appointment of Plaintiff Juvencio Avila and
6 Plaintiff Martha Perez as Class Representatives for settlement purposes and awards a
7 \$7,500 payment to each for their services to the Settlement Class. The Court finds that
8 these amounts are fair and reasonable in light of Plaintiffs' contributions to this litigation
9 and the risks they undertook in being the named plaintiffs. The service awards awarded
10 under this paragraph shall be paid in accordance with the terms of the Settlement
11 Agreement;

12 9. The Court hereby confirms the appointment of Dennis F. Moss, Sahag
13 Majarian, II of the Law Offices of Sahag Majarian, II, and Zorik Mooradian of the Law
14 Offices of Zorik Mooradian as Class Counsel;

15 10. The Court hereby awards attorneys' fees in the amount of \$400,000.00 and
16 finds that the attorneys' fees requested are reasonable in light of the relevant factors under
17 California law. The attorneys' fees awarded under this paragraph shall be paid in
18 accordance with the terms of the Settlement Agreement;

19 11. The Court also awards costs in the amount of \$14,365.99 and finds that the
20 costs requested are reasonable in light of the relevant factors under California law. The
21 costs awarded under this paragraph shall be paid in accordance with the terms of the
22 Settlement Agreement;

23 12. The Court approves the payment of \$21,000 to Phoenix Settlement
24 Administrators for the fees and costs of administering the settlement. The payment
25 authorized by this paragraph shall be made in accordance with the terms of the Settlement
26 Agreement;

13. The Court has determined that the payment of \$12,000 to the California
Labor and Workforce Development Agency ("LWDA") for release of the PAGA claims is

1 fair and adequate after reviewing supporting documents and providing the opportunity for
2 oral argument and therefore approves the payment and release. The payment authorized by
3 this paragraph shall be made in accordance with the terms of the Settlement Agreement;

4 14. The court specifically finds that good cause exists, pursuant to the
5 requirements of CCP §384, for distribution to the Department of Industrial Relations
6 Unclaimed Wages Fund of funds from uncashed checks given the continuing availability
7 of such funds to Settlement Class Members. The payments authorized by this paragraph
8 shall be made in accordance with the terms of the Settlement Agreement;

9 15. Pursuant to California Code of Civil Procedure Section 664.6 and
10 California Rules of Court, rule 3.769(h), this Court shall retain jurisdiction over the Parties
11 and Settlement Class Members with respect to enforcement of this Final Judgment, but not
12 limited to, all matters related to the interpretation, administration and consummation of the
13 Settlement;

14 16. Pursuant to California Rules of Court, rule 3.771(b), the Settlement
15 Administrator's posting of an electronic copy of the Final Judgment on the Settlement
16 Administrator's website shall be deemed due and sufficient notice of entry of this Final
17 Judgment.

18 **IT IS SO ADJUDICATED.**

ANN I. JONES

19 Dated: 6/22/18

By: _____
Honorable Ann I. Jones
Judge of the Superior Court