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REINALDO PADILLA, on behalf of
6 himself and all others similarly situated

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

DEC 14 2016

Subram H. Denter, Executive Officer/Clerk
By: Maribel Mata, Deputy

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST

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11 REINALDO PADILLA, on behalf of)
himself and all others similarly situated,)
12)
13 Plaintiffs,)
14 v.)
15 STAR NAIL PRODUCTS, INC., a California)
corporation; and DOES 1 through 100,)
16 Inclusive)
17 Defendants.)

CASE NO.: BC 589 045

[Assigned for all purposes to the Hon. John Shepard Wiley - Dept. "311"]

~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT,
APPLICATION FOR ATTORNEYS'
FEES AND COSTS, AND
ENHANCEMENT AWARD; AND

~~[PROPOSED]~~ JUDGMENT THEREON

DATE: December 14, 2016
TIME: 10:00 a.m.
DEPT.: 311

20
21 This matter having come before the Court on December 14, 2016 for final fairness hearing
22 pursuant to the Order of this Court dated July 12, 2016 granting preliminary approval
23 ("Preliminary Approval Order") of the class settlement upon the terms set forth in the Joint
24 Stipulation for Class Action Settlement ("Settlement Agreement") submitted in support of Motion
25 for Preliminary Approval of Class Settlement; and due and adequate notice having been given to
26 the Class Members as required in Preliminary Approval Order and the Court having considered all
27 papers filed and proceedings had herein and otherwise being fully informed and good cause
28 appearing therefor, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

1 1. The Motion for Final Approval of Class Action Settlement, Enhancement Award
2 and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

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4 2. All terms used herein shall have the same meaning as defined in the Settlement
5 Agreement.

6
7 3. This Court has jurisdiction over the subject matter of this litigation and over all
8 Parties to this litigation, including all Class Members.

9
10 4. Distribution of the Notice of Settlement directed to the Class Members as set forth
11 in the Settlement Agreement and the other matters set forth herein have been completed in
12 conformity with the Preliminary Approval Order, including individual notice to all Class Members
13 who could be identified through reasonable effort, and was the best notice practicable under the
14 circumstances. This Notice provided due and adequate notice of the proceedings and of the
15 matters set forth therein, including the proposed class settlement set forth in the Settlement
16 Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the requirement of
17 due process.

18
19 5. Two Class Members opted-out. No Class Member objected to the settlement.

20
21 6. The Settlement was entered into in good faith pursuant to and within the meaning
22 of California Code of Civil Procedure §877.6. The Court further finds that the settlement is fair,
23 reasonable and adequate and that plaintiff has satisfied the standards and applicable requirements
24 for final approval of class action settlement under California law, including the provisions of
25 California Code of Civil Procedure §382 and Federal Rules of Civil Procedure 23, approved for
26 use by the California state courts in Vasquez v. Superior Court (1971) 4 Cal.3d 800, 821.

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1 7. This Court hereby approves the class settlement set forth in the Settlement
2 Agreement and finds that the settlement is, in all respects, fair, adequate and reasonable and directs
3 the Parties to effectuate the settlement according to its terms. The Court finds that the settlement
4 has been reached as a result of intensive, serious and non-collusive arms length negotiations. The
5 Court further finds that the Parties have conducted extensive and costly investigation and research
6 and counsel for the Parties are able to reasonably evaluate their respective positions. The Court
7 also finds that settlement at this time will avoid additional substantial costs, as well as avoid the
8 delay and risks that would be presented by the further prosecution of the Action. The Court has
9 noted the significant benefits to the Class Members under the settlement. The Court also finds that
10 the Class is properly certified as a class for settlement purposes only.

11
12 8. For purposes of this Judgment, the following class will be certified as: All current
13 and former non-exempt hourly employees who worked for Defendant in California from July 23,
14 2011 through June 20, 2016

15
16 9. Class Members, except those that have submitted a valid and timely request to be
17 excluded from the Settlement, on their behalf hereby release all of the Defendant and each of its
18 respective former and present parents, subsidiaries and affiliated companies and entities and its
19 current, former and future owners, officers, directors, members, managers, employees, consultants,
20 partners, affiliates, subsidiaries, shareholders, attorneys, insurers, joint venturers and agents, any
21 successors, assigns, or legal representatives and any individual or entity who or which could be
22 jointly liable with Defendant and all persons or entities acting by, through under or in concert with
23 any of them ("Released Parties") of all claims, causes of action, rights, demands, liabilities,
24 obligations, penalties (including liquidated damages), equitable relief, and any other form of
25 recovery or relief arising from or related to the wage and hour claims pled in Plaintiff's operative
26 complaint ("Complaint") as of the date of the Settlement Agreement, or that could have been
27 alleged or sought in the Complaint based on the factual allegations pled in the Complaint, whether
28 such claims are based on state or local law, statute, regulation, or ordinance, or any other source or

1 common law, including claims for alleged unpaid minimum wages and overtime as a result of
2 rounding, failure to provide meal and rest periods, inaccurate wage statements, and failure to pay
3 all wages owed upon termination under the California Labor Code, including but not limited to ,
4 sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1194.2, 1197 and 2699 or applicable wage
5 order(s), unfair competition claims under California Business & Professions Code §17200, et seq.,
6 civil penalties under the Private Attorneys General Act, Labor Code §2699, et seq., and any
7 damages, penalties, restitution, disgorgement, interest, attorneys' fees, costs, or expenses relating
8 to such claims. This release will cover all Class Members who do not opt out, regardless of
9 whether they are available for delivery or have delivered to them, their payment under this
10 Settlement Agreement ("Released Claims").

11

12 10. Neither the Settlement nor any of the terms set forth in the Settlement Agreement is
13 an admission by Defendant, nor is this Judgment a finding of the validity of any claims in the
14 action or of any wrongdoing by Defendant. Neither this Judgment, the Settlement Agreement, nor
15 any document referenced to herein, nor any action taken to carry out the Settlement Agreement,
16 may be construed as, or may be used as admission by or against Defendant of any fault,
17 wrongdoing or liability whatsoever. The entering into or carrying out the Settlement Agreement,
18 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
19 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
20 Defendant and shall not be offered into evidence in any action or proceeding in any court,
21 administrative agency or other tribunal for any purpose whatsoever other than to enforce the
22 provisions of this Judgment, the Settlement Agreement, or any related agreement or release.
23 Notwithstanding these restrictions, Defendant may file in the action or in any other proceeding the
24 Judgment, Settlement Agreement, or any other paper and records on file in the action as evidence
25 of the Settlement to support a defense of res judicata, collateral estoppel, release or other theory of
26 claim or issue preclusion or similar defense as to the Released Claims.

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1 11. The Settlement Agreement provides for the “Gross Settlement Amount” or
2 “Settlement Amount” in the sum of \$650,000.00 (six hundred and fifty thousand dollars). From
3 the Settlement Amount all Individual Settlement Payments to Class Members, Court approved
4 attorneys’ fees and costs, the claims administrative costs, the class representative enhancement fee,
5 and payment to the LWDA for PAGA penalties in the amount of \$3,750 shall be deducted.
6 Defendant’s employer share of taxes will be paid by Defendant in addition to the Settlement
7 Amount. The payment of the settlement funds by Defendant and payment of individual settlement
8 checks to Class Members will be made as set forth in the Settlement Agreement.

9
10 12. The Court hereby awards Class Counsel attorneys’ fees in the total amount of
11 \$216,666.67, which is approximately 33.33% of the Settlement Amount and to be deducted
12 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs, in the
13 amount of \$11,002.09 to be deducted from the Settlement Amount. Attorneys’ fees and costs will
14 be paid by the Claims Administrator from the Settlement Amount as set forth in the Settlement
15 Agreement.

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17 13. The Court hereby approves an Enhancement Fee to named plaintiff Reinaldo
18 Padilla in the amount of \$5,000.00. Payment for the enhancement fee will be paid by the Claims
19 Administrator from the Settlement Amount as set forth in the Settlement Agreement.

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21 14. The Court hereby approves the Claims Administrator’s fees and cost in the amount
22 of \$10,000.00. The Claims Administrator, Phoenix Settlement Administrators, shall be paid the
23 cost of administration of the settlement from the Settlement Amount.

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25 15. Except as expressly provided herein, the parties each shall bear all of their own fees
26 and costs in connection with this matter.

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16. The Court approves the named plaintiff, Reinaldo Padilla as Class Representative.

17. The Court approves Michael Nourmand, Esq. and James A. De Sario, Esq. of The Nourmand Law Firm, APC as Class Counsel.

18. The Court approves Phoenix Settlement Administrators as the Claims Administrator.

19. The Court finds that class settlement on the terms set forth in the Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of the released claims against Defendant.

20. Pursuant to CRC 3.771(b), the Claims Administrator is ordered to post on the Claims Administrator's website a copy of this Judgment for a period of thirty days from the date the Court signs the Judgment.

21. The Court finds the class settlement on the terms set forth in the Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of the released claims against Defendant. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the settlement and all orders and judgments entered in connection therewith.

IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.

DATED: 12/14, 2016

JOHN SHEPARD WILEY JR.

**HONORABLE JOHN SHEPARD WILEY
JUDGE FOR THE LOS ANGELES COUNTY
SUPERIOR COURT**