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**FILED**  
Superior Court of California  
County of Los Angeles

**DEC 20 2017**

Sherri R. Carter, Executive Officer/Clerk  
By *[Signature]* Deputy  
Marisela Fregoso

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **FOR THE COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST**

9  
10 SHELIA BROOKS; individually, and on  
behalf of other members of the general public  
11 similarly situated;

12 Plaintiff,

13 vs.

14 LERETA, LLC, an unknown business entity;  
and DOES 1 through 100, inclusive,

15 Defendants.

Case No.: BC594511

Honorable William F. Highberger  
Department 322

**CLASS ACTION**

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

Date: December 20, 2017  
Time: 11:00 a.m.  
Department: 322

Complaint Filed: September 14, 2015  
FAC Filed: March 8, 2016  
SAC Filed: July 3, 2017  
Jury Trial Date: None Set

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22 **RECEIVED**  
Central Civil West

23 **NOV 28 2017**

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25 By: C. Vargas

1 This matter has come before the Honorable William F. Highberger in Department 322 of  
2 the above-entitled Court, located at the Central Civil West Courthouse, 600 Commonwealth  
3 Avenue, Los Angeles, California 90005, on Plaintiff Shelia Brooks' ("Plaintiff") Motion for  
4 Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and Incentive Award  
5 ("Motion for Final Approval").

6 On July 25, 2017, the Court granted Plaintiff's Motion for Preliminary Approval of Class  
7 Action Settlement, and entered an Order Granting Preliminary Approval of Class Action  
8 Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement of  
9 the above-captioned action ("Action") in accordance with the Joint Stipulation of Settlement and  
10 Release to Settle Class Action, which, together with the exhibits annexed thereto and  
11 Amendment No. 1 to Joint Stipulation of Settlement and Release to Settle Class Action  
12 (collectively, "Settlement," "Agreement," or "Settlement Agreement"), set forth the terms and  
13 conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and  
15 oral argument, and good cause appearing,

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

17 1. All terms used herein shall have the same meaning as defined in the Settlement  
18 Agreement.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this  
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil  
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with  
23 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional  
24 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.  
25 The Class is hereby defined to include:

26 All current and former California-based non-exempt individuals who have  
27 been employed or are currently employed by Defendant Lereta, LLC  
28 ("Defendant") within the state of California between September 14, 2011 and  
January 23, 2016.

1           4.     The Notice of Class Action Settlement (“Class Notice”) that was provided to the  
2 Class Members, fully and accurately informed the Class Members of all material elements of the  
3 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek  
4 exclusion from, the Settlement; was the best notice practicable under the circumstances; was  
5 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the  
6 State of California, the United States Constitution, due process and other applicable law. The  
7 Class Notice fairly and adequately described the Settlement and provided the Class Members  
8 with adequate instructions and a variety of means to obtain additional information.

9           5.     Pursuant to California law, the Court hereby grants final approval of the  
10 Settlement and finds it reasonable and adequate, and in the best interests of the Class as a whole.  
11 More specifically, the Court finds that the Settlement was reached following meaningful  
12 discovery and investigation conducted by Class Counsel; that the Settlement is the result of  
13 serious, informed, adversarial, and arms-length negotiations between the parties; and that the  
14 terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court  
15 has considered all of the evidence presented, including evidence regarding the strength of the  
16 Plaintiff’s case; the risk, expense, and complexity of the claims presented; the likely duration of  
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery  
18 completed; and the experience and views of Class Counsel. The Court has further considered the  
19 absence of any objections and that there has only been three (3) valid and timely Opt-Out  
20 Requests submitted by Class Members to the Settlement Administrator. Accordingly, the Court  
21 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and  
22 the following terms and conditions.

23           6.     A full opportunity has been afforded to the Class Members to participate in the  
24 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been  
25 heard. The Class Members also have had a full and fair opportunity to exclude themselves from  
26 the Settlement and the Class. Accordingly, the Court determines that all Class Members who did  
27 not timely and properly execute and submit an Opt-Out Request to the Settlement Administrator  
28 are bound by this Final Approval Order and Judgment.

1           7.     The Court finds that Class Members, Molisaina Anguka, Kerry Kelly, and  
2 Amanda Kern, have timely and validly opted out of the Settlement and will not be bound by this  
3 Final Approval Order and Judgment.

4           8.     It is hereby ordered that Defendant shall transmit the Maximum Settlement Sum  
5 less the Pre-Release Amounts, to the Settlement Administrator within five (5) calendar days after  
6 the Final Approval Order and Judgment becomes Final, in accordance with the Settlement  
7 Agreement.

8           9.     It is hereby ordered that the Settlement Administrator, Phoenix Settlement  
9 Administrators (“PSA”), shall issue payment to itself in the amount of \$12,000 for the services  
10 performed and costs incurred for the notice and administration of the Settlement within five (5)  
11 business days of receipt of funds from Defendant, in accordance with the Settlement Agreement.

12           10.    It is hereby ordered that the Settlement Administrator shall issue the Individual  
13 Settlement Payment checks to all Class Members who have not submitted timely and valid Opt-  
14 Out Requests to the Settlement Administrator (“Participating Class Members”) within five (5)  
15 business days of receipt of funds from Defendant, according to the methodology and terms set  
16 forth in the Settlement Agreement.

17           11.    It is further ordered, pursuant to California Code of Civil Procedure section 384,  
18 that all Individual Settlement Payment checks issued to Participating Class Members that are not  
19 negotiated or cashed within one hundred and eighty (180) calendar days after they are issued will  
20 be voided, and the funds associated with the voided Individual Settlement Payment checks, shall  
21 be transmitted by the Settlement Administrator as follows: (a) twenty-five percent (25%) to the  
22 California State Treasury for deposit in the Trial Court Improvement and Modernization Fund;  
23 and (b) seventy-five percent (75%) to the California State Treasury for deposit into the Equal  
24 Access Fund of the Judicial Branch, within two hundred (200) calendar days after the Individual  
25 Settlement checks are distributed.

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1           12.     The Court finds that the Incentive Award sought is fair and reasonable for the  
2 work performed by Plaintiff on behalf of the Class. It is hereby ordered that that the Settlement  
3 Administrator issue payment to Plaintiff Shelia Brooks in the amount of \$5,000 for her Incentive  
4 Award within five (5) business days of receipt of funds from Defendant.

5           13.     The Court finds that the request for the Fees Award in the amount of \$300,405  
6 falls within the range of reasonableness, and the results achieved justify the award sought. The  
7 requested Fees Award is fair, reasonable, and appropriate, and is hereby approved. It is hereby  
8 ordered that the Settlement Administrator issue payment in the amount of \$300,405 to Lawyers  
9 *for Justice, PC* for the Fees Award within five (5) business days of receipt of funds from  
10 Defendant, according to the methodology and terms set forth in the Settlement Agreement.

11           14.     The Court finds that the litigation costs and expenses in the amount of \$12,085.56  
12 incurred by Class Counsel in prosecuting the Action are reasonable, and hereby approved. It is  
13 hereby ordered that the Settlement Administrator issue payment in the amount of \$12,085.56 to  
14 Lawyers *for Justice, PC* for reimbursement of litigation costs and expenses within five (5)  
15 business days of receipt of funds from Defendant.

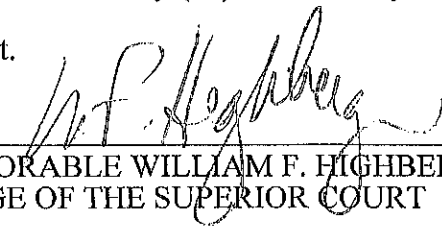
16           15.     With this final approval of the Settlement, the Court hereby enters Judgment by  
17 which Participating Class Members shall be conclusively determined to have given a release of,  
18 and permanently enjoined and forever barred from asserting, any Released Claims against the  
19 Released Parties, as set forth in the Settlement Agreement and the Class Notice. Only  
20 Participating Class Members who negotiate their Individual Settlement Payment check or  
21 intentionally act to receive payment under the Settlement, will be deemed to have opted into the  
22 release of the Fair Labor Standards Act (“FLSA”) claims and to have thereby released FLSA  
23 claims against the Released Parties.

24           16.     After entry of this Final Approval Order and Judgment, pursuant to California  
25 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,  
26 implement, and enforce the Agreement, to hear and resolve any contested challenge to a claim  
27 for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection  
28 with the distribution of settlement benefits.

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17. Notice of entry of this Final Approval Order and Judgment shall be given to the Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix Settlement Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment.

Dated: 12/20/17

  
\_\_\_\_\_  
HONORABLE WILLIAM F. HIGHBERGER  
JUDGE OF THE SUPERIOR COURT