

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Eve Howe, Esq. (SBN 350007)
Eric J. Naessig, Esq. (SBN 343081)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
ehowe@lelawfirm.com
enaessig@lelawfirm.com

Attorneys for Plaintiff LOBURDES VENTURA
on behalf of herself and others similarly situated

FILED
Superior Court of California
County of Los Angeles

04/01/2025

David W. Slayton, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—CENTRAL DISTRICT**

LOBURDES VENTURA, on behalf of herself
and other aggrieved employees,

Plaintiff,

vs.

BLUE CHIP 2000 COMMERCIAL
CLEANING, INC.; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: 21STCV33483

CLASS AND PAGA ACTION

*[Assigned for all purposes to the Honorable
Kenneth R. Freeman, Dept. 14]*

**~~REVISED PROPOSED~~ JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Information:

Date: April 1, 2025

Time: 10:00 a.m.

Dept.: 14

1 The above captioned action is a putative class action and representative lawsuit brought by
2 Plaintiff LOBURDES VENTURA (“Plaintiff”) against Defendant BLUE CHIP 2000
3 COMMERCIAL CLEANING, INC. (“Defendant”) In the lawsuit, Plaintiff alleges that all non-
4 exempt hourly employees who work or worked for Defendant in California from September 10, 2017,
5 through March 17, 2023, Defendant failed to pay minimum wage and overtime for all hours worked;
6 failed to pay reporting time pay; failed to provide legally compliant meal and rest periods; failed to
7 indemnify employees for employment-related losses/expenditures; failed to timely pay wages; failed
8 to provide legally compliant wage statements; failed to timely pay unpaid wages following separation
9 of employment; and that these actions violated the Labor Code and Business and Professions Code
10 and gave rise to additional civil penalties pursuant to the PAGA.

11 Defendant denies all alleged wrongdoing, denies any liability to the Plaintiff, to members of
12 the putative class, and to allegedly aggrieved employees, and denies that Plaintiff’s claims are
13 appropriate for class or representative treatment.

14 On September 3, 2024, this Court entered an order granting preliminary approval of the class
15 action settlement, resulting in preliminary certification of the following class for settlement purposes
16 only: all non-exempt hourly employees who work or worked for Defendant in California from
17 September 10, 2017, through March 17, 2023.

18 The Court further directed the Plaintiff to provide notice to the class, which informed absent
19 class members about information about the settlement, including: (a) the proposed settlement, and the
20 settlement’s key terms; (b) the date, time and location of the Final Approval Hearing; (c) the right of
21 any Class Member to object to the proposed settlement, and an explanation of the procedures to
22 exercise that right; (d) the right of any class member to exclude themselves from the proposed
23 settlement, and an explanation of the procedures to exercise that right; and (e) an explanation of the
24 procedures for class members to participate in the proposed settlement.

25 The Court, upon notice having been given as required in the preliminary approval order, and
26 having considered the proposed settlement agreement as well as all papers filed, hereby **ORDERS**
27 **AND ENTERS JUDGMENT AS FOLLOWS:**

1 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
2 including all members of the settlement class.

3 2. The Court finds that the class is properly certified as a class for settlement purposes
4 only.

5 3. The notice provided to the class members conforms with the requirements of
6 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
7 of Court 3.766 and 3.769, the California and United States Constitutions, the Court's order granting
8 preliminary approval, and any other applicable law, and constitutes the best notice practicable under
9 the circumstances, by providing individual notice to all class members who could be identified
10 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
11 matters set forth therein to the other class members. The notice was adequate, fully satisfied the
12 requirements of due process, and was the best notice practicable under the circumstances.

13 4. The Court finds the settlement was entered into in good faith, that the settlement is
14 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
15 requirements for final approval of this class action settlement under California law, including the
16 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
17 3.769.

18 5. The Settlement Agreement is not an admission by Defendant, or by any other released
19 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
20 by Defendant or any other released party. Neither this Order and Judgment, the Settlement
21 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
22 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
23 concession, or liability whatsoever by or against Defendant or any of the other released parties.

24 6. No Class Members have objected to the terms of the Settlement.

25 7. One class member has requested to be excluded from the Settlement: Olegaria Canuz
26 Ruiz De Gomez.

27 8. Defendant shall fund the gross settlement amount of Six Hundred Thirty Thousand
28 Dollars (\$630,000.00), plus the amount necessary to pay Defendant's share of payroll taxes, all

1 within 14 days after all of the following have occurred: (1) The court gives final approval to the
2 proposed settlement; (2) The court enters final judgment; and (3) The time within which to appeal
3 any final judgment has expired.

4 8. In addition to any recovery that Plaintiff may receive under the Settlement, and in
5 recognition of the Plaintiff's efforts on behalf of the settlement class, the Court hereby approves the
6 payment of an incentive award to the Plaintiff in the amount of \$5,000.00, payable from the gross
7 settlement amount pursuant to the terms of the Settlement Agreement.

8 9. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
9 \$210,000.00, and the reimbursement of litigation expenses in the sum of \$17,319.42, both payable
10 from the gross settlement amount and pursuant to the terms of the settlement agreement. Both are
11 reasonable amounts. The reasonableness of the fee award is determined based on a reasonable
12 percentage of a common fund obtained for the class. The court also has considered the lodestar
13 amount. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the
14 actual benefit obtained for the class.

15 10. The Court approves the payment of \$50,000.00 to civil penalties pursuant to the
16 Private Attorneys General Act of 2004, payable from the gross settlement amount. Seventy-five
17 percent of this amount, \$37,500.00, will be paid to the Labor Workforce Development Agency and
18 twenty-five percent, \$12,500.00, will be paid to the Aggrieved Employees as defined in and pursuant
19 to the terms of the Settlement Agreement.

20 11. The Court approves and orders payment in the amount of \$15,000.00 to CPT Group,
21 Inc. for performance of settlement administration services pursuant to the terms of the settlement
22 agreement. This amount will be payable from the gross settlement amount and pursuant to the terms
23 of the Settlement Agreement.

24 12. The Court approves and orders funding of the settlement in compliance with the terms
25 of the settlement agreement, including the payment and disbursement schedule.

26 13. Following 180 days after the settlement administrator mails the individual settlement
27 payments to the Class Members and Aggrieved Employees; any monies and interest remaining from
28

1 uncashed checks shall be sent to the Controller of the State of California to be held in the class
2 member's name until claimed pursuant to the Unclaimed Property Law, Code Civ. Proc. §§1500.

3 14. Pursuant to California Rule of Court 3.769(g), the Court grants final approval of the
4 Settlement Agreement and declares, that the Settlement Agreement binding on Plaintiff, all Class
5 Members who have not opted out, and all Aggrieved Employees, all of whom will release the
6 Released Parties from the released claims as set forth by the approved Settlement Agreement.

7 15. This Court shall retain jurisdiction over all matters related to the administration and
8 consummation of the terms of this Settlement, over the enforcement, construction and interpretation
9 of the Settlement Agreement, over the enforcement, construction, and interpretation of the Final
10 Judgment, including, but not limited to, the provisions therein enjoining any further litigation of
11 Released Claims, and over the Representative Plaintiff and all Class Members (and their attorneys
12 and law firms) in connection therewith.


13 16. The Plaintiff shall file a report for the settlement administrator by
14 }[[{A} AEBE DEG , confirming the distribution of funds, indicating the total amount paid
15 to the class members and confirming the distribution of funds, indicating the total amount paid to the
16 class members and confirming that all funds, including uncashed funds, have been disbursed.

17 17. A non-appearance case review re Compliance with the Distribution is set for
18 EGBE DEG at 1 KCA ~~a.m.~~/p.m. in this department.

19 18. The Court hereby enters Judgment in the case, which will be res judicata as to the
20 released claims of Plaintiffs, Class Members, and Aggrieved Employees.

21
22 **IT IS SO ORDERED AND ADJUDGED.**

23
24 Dated: 04/01/2025

25 
26 ~~Hon. Kenneth R. Freeman~~
27 Judge of the Superior Court
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