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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF SAN MATEO**

18 CLAUDIA CHACHAVAC, individually
19 and on behalf of all others similarly situated,

20 Plaintiff,

21 v.

22 KUMAR MANAGEMENT,
23 CORPORATION, a California Corporation;
24 and DOES 1-10, inclusive,

25 Defendant.

Case No. 22-CIV-03110

NF

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL JUDGMENT**

Date: April 2, 2024

Time: 2:00 p.m.

Dept.: Courtroom G

Judge: Honorable Nancy L. Fineman

Electronically
FILED

By Superior Court of California, County of San Mateo

ON 04/17/2024

By /s/ Correa, Haley

Deputy Clerk

Electronically
RECEIVED

4/10/2024

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

1 On April 2, 2024, the Court issued its tentative ruling finally approving the settlement between
2 Plaintiff Clauda Chachavac's ("Plaintiff") and Defendant Kumar Management Corporation ("Defendant")
3 (collectively, the "Parties"), which stated as follows:

4 The court rules on plaintiff's unopposed motion for final approval of class action settlement and
5 award of attorneys' fees, service award and costs as follows:

6 **The Court Grants Approval of the Settlement**

7 Except as modified below, the court will sign the proposed final order submitted on February 9, 2024.
8 The court modifies Local Rule 3.403(b)(iv) (amended effective January 1, 2024) regarding the wording
9 of proposed orders. Plaintiff shall submit an order which incorporates the tentative and the
noncontradictory language in the submitted proposed order.

10 On October 31, 2023, the court granted preliminary approval to this class and PAGA (Private
11 Attorney General Act) settlement. The action alleges wage and hour violations. There is a \$1
12 million gross settlement to 1,708 current and former hourly-paid employees of defendant with
13 \$15,000 being paid to the Labor and Workforce Development Agency (LDWA). The LDWA has
not objected to the settlement. The estimated recovery ranges from just over \$6.00 to about
\$1,700. (Frost Decl., ¶ 15.)

14 In ruling on settlements involving class and PAGA claims, this court has a duty to independently
15 determine whether a settlement is fair, reasonable and adequate. (Moniz v. Adecco USA, Inc.
16 (2021) 72 Cal.App.5th 56, 76-77 ["trial court should evaluate a PAGA settlement to determine
17 whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present
18 labor law violations, deter future ones, and to maximize enforcement of state labor laws."];
Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 129 ["The court has a fiduciary
responsibility as guardians of the rights of the absentee class members when deciding whether to
approve a settlement agreement.' "].)

19 In reviewing the evidence presented and conducting its independent review, the court finds that
20 all the conditions for final approval have been met. The court gives final approval to the
21 settlement, including the allocation between the class and PAGA settlement. (Code of Civ.
22 Proc., § 382; Richmond v. Dart Industries (1981) 29 Cal.3d 462, 470). The class members were
23 provided proper notice as set forth in the declaration of Jennifer Forst of CPT Group, Inc., the
24 court approved settlement administrator. (Forst Decl., ¶¶ 2-5.) She explains the reasonable
25 attempts to locate class members whose notices were returned and actions taken when it was
determined a class member was improperly included in the class. (Id., ¶¶ 6-10, 17.) There was
one objection, which is considered untimely by the settlement administrator and no requests for
exclusions. (Id., ¶¶ 11, 12, Ex. B.) The class is ascertainable in that the class members have
already been identified by defendant and they received notice of the settlement.

26 There is a community of interest in that common questions of law and fact predominate
27 involving whether defendant properly calculated employee compensation. For settlement
28 purposes, this community of interest is sufficient. Plaintiff/class representative's claims are
typical of the class claims because she is alleged to have suffered the same injury as other class

1 members. Claudia Chachavac adequately represents the class, as set forth in her declaration and
2 in having experienced class counsel. The settlement avoids the risk of the uncertainty of
3 litigation. The settlement is fair adequate and reasonable. The law favors settlement and the fact
4 that the class might be able to obtain more from a trial must be balanced against the risk of not
5 having a class certified, receiving less than the settlement, including a defense verdict, the time
6 and money that it would take to take the case to trial and through a potential appeal, and the
7 potential for a change in law. While the attorney declaration in support of final approve is
8 conclusory regarding the risks and benefits of the settlement (Winston Decl., ¶¶ 7, 8), the
9 attorney declaration supporting preliminary approval demonstrates that plaintiffs' counsel have
10 weighed the pros and cons of proceeding with this case and concluded that the settlement is fair
11 and reasonable. (Ackermann Decl. filed August 10, 2023, ¶¶ 9-35.) The settlement occurred after
12 mediation based upon a mediator's proposal. (Id., ¶¶ 8-9.) The fact that only one class member
13 out of almost 2,000 objected to the settlement also strongly supports approval of the settlement.
14 The class member who filed an objection not only filed the objection late, but provides no reason
15 for the objection. The court approves the settlement.
16

17 The Court Grants Attorneys' Fees, Costs and Service Award

18 The court grants the attorneys' fees of 30% of the gross settlement amount. While a common
19 fund fee is appropriate here, even a proper common fund-based fee award should be reviewed
20 through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503
21 (*Lafitte*), the Supreme Court endorsed the use of a lodestar cross-check as a way to determine
22 whether the percentage allocated is reasonable. The Supreme Court stated: "If the multiplier
23 calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court
24 should consider whether the percentage used should be adjusted so as to bring the imputed
25 multiplier within a justifiable range, but the court is not necessarily required to make such an
26 adjustment." (Id. at p. 505.)

27 In this case, the court believes that a fee of 30% is the proper award of attorneys' fees. (See, e.g.,
28 *Lafitte*, supra, 1 Cal.5th at p. 506 ["33 1/3 percent of the common fund is consistent with, and in
the range of, awards in other class action lawsuits"]; *Amaro v. Anaheim Arena Management,
LLC* (2021) 69 Cal.App.5th 521, 545 [fee awards in class actions average about one-third of
recovery]; *Chavez v. Netflix* (2008) 162 App. 4th 43, 66 fn. 11 [final fee award was 27.9% of the
benefits].) This court may use its own experience to determine the value of attorneys' fees.
(*Spencer v. Collins* (1909) 156 Cal. 298, 306 ["The value of attorney's services is a matter with
which a judge must necessarily be familiar. When the court is informed of the extent and nature
of such services, its own experience furnishes it with every element necessary to fix their
value."]; *Reynolds v. Ford Motor Company* (2020) 47 Cal.App.5th 1105, 1113-14 ["The trial
court acted well within its discretion in using 'the prevailing market value in the community for
similar legal services' relying on its personal knowledge and familiarity with the area legal
services, as the 'touchstone' for determination" of the reasonable hourly rates." (citations
omitted)].). This court had extensive experience in class action and other common fund cases
while an attorney and has made decisions about attorneys' fees and costs frequently during her
time as a judicial officer. While plaintiffs' counsel has requested 33%, the court has decreased
that amount to 30%. There were no difficult issues in this case, and the parties started settlement
negotiations quickly after the case was filed, there was no motion practice or formal discovery.
Thus, the risk for counsel of not obtaining any compensation was small although, the court has
taken into consideration the fact that plaintiffs' counsel has not been paid for any work.

1 Plaintiff references two cases venued in San Mateo County where the judges awarded 33%. The
2 court has reviewed those cases and finds them distinguishable. Case no. 22Civ01708 assigned to
3 the Hon. Robert D. Foiles (Ret.) was a case that had been litigated in federal court where
4 extensive discovery, including depositions, had occurred before the case was remanded to this
5 court. The case was litigated over four years in both courts and there were numerous issues.
6 Judge Foiles' fee award was a negative multiplier. In 19Civ04765, assigned to the Hon. Marie S.
7 Weiner (Ret.), there was a removal to federal court and remand, a motion to compel arbitration
8 and two amended complaints. Judge Weiner crossed out on the fee award order that she found
9 the rates reasonable. Neither of the judges' orders provide any analysis of why they found the
10 33% fee award reasonable. In this case, in contrast to the other two San Mateo cases, on August
11 1, 2022, plaintiffs filed the complaint, there was no law and motion activity and no formal
12 discovery. In the first joint case management conference filed November 4, 2022, the
13 parties stated that they were focused on informal discovery and mediation. In the joint case
14 management conference filed on August 26, 2023, the parties stated that they have reached a
15 settlement through mediation that had occurred on March 30, 2023. Plaintiff also reference trial
16 court orders by judges in Alameda and San Joaquin counties, but the attached orders do not
17 provide any analysis of why the court approved the fee award. The court does not mean to
18 downplay the skill and hard work that plaintiffs' counsel expended to obtain the settlement, but
19 only that this court in weighing all the facts exercises its discretion to award a 30% contingent on
20 the gross recovery.

21 The court performs a lodestar cross-check. Cragg J. Ackermann and David Winston, attorneys on
22 the case submitted declarations. They outlined their experience with employment law, providing
23 information to justify their hourly rate, and provide a summary of the work that they and people
24 in their firms performed. Ackerman's firm expended about 212 hours of time for a lodestar of
25 about \$150,000. (Ackerman Decl., ¶¶ 8 14.) Winston spent about 70 hours for a total lodestar of
26 about \$61,000. (Winston Decl., ¶ 30.) Based upon the court's knowledge and experience in San
27 Mateo County, the court finds the hourly rates reasonable for San Mateo County. Plaintiffs
28 contend that the court should take into account the reasonable rate for Los Angeles, but this court
disagrees. In any event, that argument is irrelevant because the court has found the hourly rates
reasonable for comparable work performed in San Mateo County. The court finds that the work
done by the attorneys was reasonable and necessary.

29 The court believes that a small multiplier is appropriate in this case. The lodestar amount " 'may
30 be adjusted by the court based on factors including ... (1) the novelty and difficulty of the
31 questions involved, (2) the skill displayed in presenting them, (3) the extent to which the nature
32 of the litigation precluded other employment by the attorneys, (4) the contingent nature of the fee
33 award.' ([Citations])" (Center for Biological Diversity v. County of San Bernardino (2010) 185
34 Cal.App.4th 866, 899.) " '[T]he purpose of a fee enhancement is primarily to compensate the
35 attorney for the prevailing party at a rate reflecting the risk of nonpayment in contingency cases
36 as a class." [Citation] '[T]he unadorned lodestar reflects the general local hourly rate for a fee-
37 bearing case; it does not include any compensation for contingent risk, extraordinary skill, or any
38 other factors a trial court may consider.... The adjustment to the lodestar figure, e.g., to provide a
fee enhancement reflecting the risk that the attorney will not receive payment if the suit does not
succeed, constitutes earned compensation; unlike a windfall, it is neither unexpected nor
fortuitous. Rather, it is intended to approximate market-level compensation for such services,
which typically includes a premium for the risk of nonpayment or delay in payment of

1 attorney fees.' [Citation] In cases involving the enforcement of constitutional or statutory rights,
2 "such fee enhancements may make such cases economically feasible to competent private
3 attorneys. [Citation.] '[M]ost lawyers of this quality do seem to consider the prospects of success
4 and the fee recoverable before adding to their crowded calendars a case in which payment is
5 contingent.' " [Citation.] (Ibid.) The trial court can consider contingent risk and delay in
6 determining the reasonable hourly rates of the attorneys and not consider it when considering a
7 multiplier. (California DUI Lawyers Assn. v. Department of Motor Vehicles (2022) 77
8 Cal.App.5th 517, 537.)

9 The court believes that a multiplier is appropriate here because of the fact that plaintiffs' counsel
10 has had to wait to get paid for the work they have performed. The court believes that this
11 multiplier is the appropriate multiplier based on the hours worked, the lack of motion practice or
12 trial, and the fact that the case presented no novel issues. The court also notes that some of the
13 work could have been performed by attorneys that had less experience and who would have
14 billed at lower rates and that there is some duplication of effort. However, it might have taken
15 less experienced lawyers more time to perform the work and there may have been inefficient
16 work if more lawyers had worked on the case and thus the comment is not a criticism of the
17 attorneys' work assignments.

18 The court awards the requested costs of \$27,693.90 and finds them reasonable and necessary for
19 the litigation. The court also awards CPT Group, Inc., the settlement administrator, \$17,500.00
20 (Forst Decl., ¶17) finding that amount reasonable and necessary. The court approves the cy pres
21 recipient of St. Jude's Children's Hospital.

22 The court awards \$5,000 to plaintiff Claudia Chachavac. The court has reviewed plaintiff's
23 declaration and recognizes the work that plaintiff has performed and the potential reputational
24 risk by agreeing to be a putative class representative. She states that she has spent about 24 hours
25 working on the case and during the relevant time period she made \$17.25 per hour. (Chachavac
26 Decl., ¶¶ 10.) Based upon the awards that each employee will receive and the fact that plaintiff
27 did not have to sit for a deposition, respond to any formal discovery, or appear in person at the
28 mediation, but only be on telephone standby, the court, in balancing the factors and exercising its
discretion, finds that \$5,000 to plaintiff is a reasonable award. The law protects an employee
from being retaliated against by an employer and if plaintiff believes that her employer is
retaliating against her for being a plaintiff in this lawsuit, she shall notify her counsel who shall
immediately notify the court. The court has not been advised at any time during the course of this
litigation of any alleged retaliation.

The court sets a compliance hearing for February 4, 2025 at 2:00 p.m. No later than five court
days before the hearing, the parties shall file and serve a compliance report.

If the tentative ruling is uncontested, it shall become the order of the court. Thereafter, counsel
for plaintiff shall prepare a written order consistent with the court's ruling for the court's
signature, pursuant to California Rules of Court, rule 3.1312, and provide written notice of the
ruling to all parties who have appeared in the action, as required by law and the California Rules
of Court.

- Party shall prepare formal order consistent w/order herein; Counsel for Plaintiff.

1 Since the tentative ruling was not challenged by the Parties, the tentative ruling became the order
2 of the Court on April 2, 2024. This Order and the language contained herein is submitted with the approval
3 of both Parties. In the Court’s adopted tentative ruling, the following settlement terms were approved:

4 Due and adequate notice having been given to Class Members, and the Court having considered
5 the Amended Class Action and PAGA Settlement Agreement (the “Settlement Agreement” or
6 “Settlement”), all of the legal authorities and documents submitted in support thereof, all papers filed and
7 proceedings had herein, all oral and written comments received regarding the proposed settlement, and
8 having reviewed the record in this litigation, and good cause appearing, the Court GRANTS final approval
9 of the Settlement and ORDERS AND MAKES THE FOLLOWING FINDINGS AND
10 DETERMINATIONS AND ENTERS FINAL JUDGMENT AS FOLLOWS:

11 1. All terms used in this Order Granting Final Approval of Class Action Settlement and Final
12 Judgment (the “Order and Judgment”) shall have the same meanings given as those terms are used and/or
13 defined in the Parties’ Settlement Agreement.¹

14 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
15 jurisdiction to approve this Settlement and all exhibits thereto.

16 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
17 Settlement Agreement and as follows:

18 *“Plaintiff and all other hourly-paid individuals who are or were employed by Defendant in*
19 *California and who worked at least one pay period for Defendant in California during the Class*
20 *Period.”* The Class Period means the period from August 1, 2018 through June 1, 2023.

21 4. The Court deems this definition sufficient for the purpose of California Rule of Court
22 3.765(a) and for the purpose of effectuating the Settlement.

23 5. The Court finds that an ascertainable class of 1,748 Class Members exists and a well-
24 defined community of interests exists in the questions of law and fact involved because in the context of
25 the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the
26 Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and

27 ¹ A copy of the Settlement Agreement is in the Court record as Exhibit A to the Supplemental Declaration of Craig J.
28 Ackermann in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement and is made a part of this
Order and Judgment.

1 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and
2 protected the interest of the Class Members.

3 6. The Court is satisfied that CPT Group, Inc., which functioned as the Settlement
4 Administrator, completed the distribution of the Class Notice to the Class in a manner that comports with
5 California Rule of Court 3.766 and due process and constitutes the best notice practicable under the
6 circumstances. The Class Notice informed 1,748 individuals on the class list of the Settlement terms, their
7 rights to do nothing and receive their settlement share, their rights to submit a request for exclusion, their
8 rights to comment on or object to the Settlement, and their rights to appear at the Final Approval Hearing,
9 and their rights to be heard regarding approval of the Settlement. Adequate periods of time to respond and
10 to act were provided by each of these procedures.

11 7. The Court has received and reviewed one untimely objection submitted by Class Member
12 Kumar Kumar with respect to the Settlement as part of the notice process. Having reviewed the untimely
13 objection, the Court hereby rules that the objection is overruled. This Court finds that Kumar Kumar's
14 objection is without merit and approval of the settlement is appropriate notwithstanding his objection. The
15 objection had no substantive arguments, and no legal or factual grounds as to why the settlement is not
16 fair and reasonable, and on those grounds, coupled with the fact that the objection was received by fax
17 after the deadline to object, provide the basis for the Court to overrule the objection as baseless and
18 untimely.

19 8. Not a single Class Member submitted a request for exclusion as part of the notice process.

20 9. The Court hereby approves the terms set forth in the Settlement Agreement, and finds that
21 the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and compliant with
22 all applicable requirements of the California Code of Civil Procedure, the California and United States
23 Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable
24 law, and in the best interests of each of the Parties and Class Members. The Court directs the Parties to
25 effectuate the Settlement Agreement according to its terms and declares this Settlement Agreement to be
26 binding on all Participating Class Members. The Court finds that the Settlement Agreement has been
27 reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that
28 the Parties have conducted extensive investigation and research, and their attorneys were able to

1 reasonably evaluate their respective positions. The Court further finds that the allocation of PAGA
2 penalties is fair and reasonable under the circumstances.

3 10. The Court also finds the amount allocated to PAGA Penalties is fair and reasonable, and
4 that Plaintiff provided notice of the proposed Settlement to the Labor and Workforce Development
5 Agency (LWDA) and will fully and adequately comply with the notice requirements of California Labor
6 Code section 2699(1). The Court hereby approves the PAGA Penalties amount.

7 11. The Court also finds that Settlement now will avoid additional and potentially substantial
8 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally,
9 after considering the monetary recovery provided as part of the Settlement in light of the challenges posed
10 by continued litigation, the Court concludes that Class Counsel secured significant relief for Class
11 Members.

12 12. The Court confirms Claudia Chachavac as Class Representative and finds her to be
13 adequate.

14 13. The Court confirms Craig J. Ackermann and Avi Kreitenberg of Ackermann & Tilajef,
15 P.C. and David S. Winston of Winston Law Group, P.C. as Class Counsel, and finds each of them to be
16 adequate, experienced, and well-versed in similar class action litigation.

17 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
18 **\$1,000,000.00** and the individual settlement payments, are fair, adequate, and reasonable to the Class and
19 to each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement
20 Agreement, subject to this Order and Judgment. The Court approves the following allocations, which fall
21 within the ranges stipulated by and through the Settlement Agreement:

- 22 a. The **\$17,500.00** designated for payment to CPT Group, Inc., the Settlement Administrator,
23 is fair and reasonable. The Court grants final approval of, and orders the Parties to make,
24 the payment to the Settlement Administrator in accordance with the Settlement Agreement.
- 25 b. The **\$300,000.00** requested by Plaintiff and Class Counsel for Class Counsel's attorneys'
26 fees award is fair and reasonable in light of the benefit obtained for the Class. The Court
27 approves of the hourly rates of Class Counsel and finds them to be reasonable. The Court
28 grants final approval of, awards, and orders the Class Counsel Fees Payment to be made in

1 accordance with the Settlement Agreement.

- 2 c. The Court awards **\$27,693.90** in litigation costs, an amount which the Court finds to be
3 reflective of the reasonable costs incurred. The Court grants final approval of, and orders
4 the Class Counsel Litigation Expenses Payment in this amount to be made, in accordance
5 with the Settlement Agreement.²
- 6 d. The **\$5,000.00** requested by Plaintiff for her Class Representative Service Payment is fair
7 and reasonable. The Court grants final approval of, and orders the Class Representative
8 Service Payment to be made, in accordance with the Agreement.
- 9 e. The Court grants final approval of the **\$20,000.00** PAGA Penalties, 75% of which (i.e.,
10 **\$15,000**) shall be paid to the LWDA and orders the payment to be made in accordance with
11 the Settlement Agreement. The remaining 25% of the PAGA Penalties shall be distributed
12 to the Aggrieved Employees in accordance with the Settlement Agreement.

13 15. The Court orders the Parties to comply with and carry out all terms and provisions of the
14 Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order, in which
15 case the provisions of this Order and Judgment shall take precedence and supersede the Settlement.

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

21 17. Nothing in the Settlement or this Order and Judgment purports to extinguish or waive
22 Defendant's rights to continue to oppose the merits of the claims in this Action or class treatment of these
23 claims in this case if the Settlement fails to become final or effective, or in any other case without
24 limitation. The Settlement is not an admission by Defendant, nor is this Order and Judgment a finding of
25 the validity of any allegations against Defendant in the Court proceeding or any wrongdoing by Defendant.

26 _____
27 ² Class Counsel is only seeking litigation cost reimbursement in the amount \$27,693.90, which is less than the \$30,000
28 maximum cost allocation contemplated by the Settlement Agreement, preliminarily approved by the Court, and noticed to the
Class. Thus, the remaining \$2,306.10 will be added to the Net Settlement Among to be distributed pro rata to the participating
Class Members.

1 Neither the Settlement nor this Order and Judgment is a finding that certification of the Class is proper for
2 any purpose or proceeding other than for settlement purposes.

3 18. All participating Class Members shall be bound by the Settlement and this Order and
4 Judgment, and shall release, on behalf of themselves and their respective former and present
5 representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and all other
6 Released Parties³ from any and all Released Class Claims⁴ as set forth in the Settlement Agreement, and
7 are permanently barred and enjoined from prosecuting against Defendant and the other Released Parties
8 any and all of Class Members' Released Class Claims as defined in the Settlement Agreement.

9 19. All Aggrieved Employees shall be bound by the Settlement and this Order and Judgment,
10 and shall release, on behalf of themselves and their respective former and present representatives, agents,
11 attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all Released
12 PAGA Claims⁵ as set forth in the Settlement Agreement, and are permanently barred and enjoined from
13 prosecuting against Defendant and the other Released Parties any and all of Aggrieved Employees'
14 Released PAGA Claims as defined in the Settlement Agreement.

15 20. Plaintiff is bound by Plaintiff's Release against Defendant and the other Released Parties
16 and waiver of Civil Code section 1542, as set forth in the Settlement Agreement, and is permanently barred
17 from prosecuting against Defendant and the other Released Parties any and all of the claims in Plaintiff's
18 Release as defined in the Settlement Agreement.

19 21. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
20 provided in the Settlement Agreement.

21 _____
22 ³ "Released Parties" means and refers to: Defendant and all of its subsidiaries, affiliates, shareholders, members, agents,
predecessors, successors, and assigns (S.A., ¶ 1.41).

23 ⁴ "Released Class Claims" means and refers to those claims alleged in Plaintiff's PAGA letter and Operative Complaint,
24 including claims for Defendant's alleged (1) failure to pay minimum wages (Labor Code sections 1194, 1194.2, 1197, 1197.1);
25 (2) failure to pay overtime (Labor Code sections 510, 1197, 1198); (3) failure to provide complete wage statements (Labor
26 Code section 226); (4) failure to provide compliant meal periods and/or pay missed meal period premiums (Labor Code sections
27 226.7, 512; IWC Wage Order 5-2001 section 11); (5) failure to provide compliant rest periods and/or pay missed rest period
premiums (Labor Code section 226.7; IWC Wage Order 5-2001 section 12); (6) failure to reimburse business expenses (Labor
28 Code section 2802); (7) failure to pay timely wages (Labor Code sections 204, 210); (8) failure to pay final wages (Labor Code
sections 201-203); (9) failure to maintain accurate time records (Labor Code sections 1174, 1174.5); (10) civil penalty claims
based on the foregoing under California's Private Attorney Generals Act ("PAGA"), Labor Code section 2699 et seq.; and (11)
unfair competition claims based on the foregoing (Bus. & Prof. Code sections 17200 et seq.), and all primary rights associated
with these listed claims. (S.A., ¶¶ 1.39, 6.2).

⁵ "Released PAGA Claims" means and refers to all claims for PAGA penalties that were alleged, or reasonably could have
been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice (S.A., ¶¶ 1.40, 6.3).

1 22. The Court approves the one hundred eighty (180) day period for cashing of checks. Any
 2 funds associated with stale checks that have not been cashed within one hundred eighty (180) days will
 3 be sent to the St. Jude’s Children’s Hospital, the *cy pres* agreed upon by the Parties, in conformity with
 4 California Code of Civil Procedure section 384.

5 23. The Settlement Administrator, within five (5) days of the date of this Order and Judgment,
 6 shall give notice to the Settlement Class pursuant to Rule 3.771(b) of the California Rules of Court, by
 7 posting a copy of this order and judgment on its website for 60 days.

8 24. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
 9 purposes of implementing the terms of the settlement, such as enforcing the Settlement Agreement,
 10 addressing settlement administration matters, and addressing such post-Judgment matters as may be
 11 appropriate under court rules or applicable law.

12 25. Plaintiff or the Settlement Administrator shall file with the Court a report regarding the
 13 status of distribution within sixty (60) days after all funds have been distributed.

14 26. The Court sets a compliance hearing for February 4, 2025 at 2:00 p.m. No later than five
 15 court days before the hearing, the Parties shall file and serve a compliance report.

16 27. This Order and Judgment is intended to be a final disposition of the above captioned action
 17 in its entirety and is intended to be immediately appealable. This Order and Judgment resolves and
 18 extinguishes all claims released by the Settlement Agreement against Defendant.

19
 20 **IT IS SO ORDERED, ADJUDGED, AND DECREED.** Electronically
 21 **SIGNED**
 22 By /s/Fineman, Nancy
 23 04/16/2024

22 DATED: _____

23 _____
 24 HON. NANCY L. FINEMAN
 25 JUDGE OF THE SUPERIOR COURT
 26
 27
 28

1 **PROOF OF SERVICE**

2 *Claudia Chachavac, et al. v. Kumar Management Corporation*
3 Case No. 22-CIV-03110

4 I am over the age of 18 years and am employed in an office in the County of Los Angeles, State
5 of California. I am not a party to the within action. My business address is 315 S. Beverly Drive, Ste.
6 504, Beverly Hills, California 90212.

7 I declare that on the date hereof, Cr tkl' 30." 4246, I served a copy of the
8 foregoing document described as:

9 **-" JRTQRQUGF 'QTF GT'I TCPVPI 'HP CN'CRRTQXCN'QHENCUU'CEVKQP "''''''**
10 **UGVVNGO GPV'CPF 'HP CN'LWFI O GPV**

11 by causing c"v"ue cop{ thereof to be sent to following individual(s) and/or parties via the following
12 method(s):

13 Beth A. Schroeder, Esq.
14 **RAINES FELDMAN LLP**
15 1800 Avenue of the Stars, 12th Floor
16 Los Angeles, CA 90067
17 bschroeder@raineslaw.com
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23 **X (By Electronic Service)** Pursuant to CCP Section 1010.6(e), I caused such document(s) to be
24 served on this date by electronic transmission in accordance with standard procedures and to the
25 email address listed. I did not receive, within a reasonable time after the transmission, any electronic
26 message or other indication that the transmission was unsuccessful.

27 I declare under penalty of perjury under the laws of California that the above is true and
28 correct. I further declare that I am employed in the office of a member of the bar of this court at
whose direction the service was made.

Dated this 30th day of Cr tkl, 2026, at Beverly Hills, California.



Jaclyn Blackwell