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FILED
Superior Court of California
County of Los Angeles
08/19/2024
David W. Slayton, Executive Officer / Clerk of Court
By: E. Martinez Deputy

6 Attorneys for Plaintiff Alfonso Moreno, individually and on behalf of other persons
7 similarly situated and similarly aggrieved employees

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

10 ALFONSO MORENO, individually and
11 on behalf of other persons similarly
12 situated and similarly aggrieved
13 employees,

14 Plaintiffs,

15 v.

16 DCX-CHOL ENTERPRISES, INC., and
17 DOES 1 through 10,

18 Defendants.

Case No.: 19STCV19105

CLASS AND REPRESENTATIVE
ACTION

[Assigned to Hon. Kenneth R. Freeman
in Dept. SS-14]

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING PLAINTIFF’S MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT,
CLASS COUNSEL ATTORNEYS’ FEES
AND COSTS, SETTLEMENT
ADMINISTRATION COSTS, AND
LWDA PAYMENT**

Date: August 6, 2024

Time: 11:00 a.m.

Dept.: SS-14

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**~~PROPOSED~~ ORDER AND JUDGMENT APPROVING PLAINTIFF’S MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

1 On April 25, 2024 and August 6, 2024, the Court considered the motion of Plaintiff
2 Alfonso Moreno ("Plaintiff") for Final Approval of Class Action Settlement and Payment of:
3 (1) Class Counsel Attorneys' Fees and Costs, (2) Settlement Administration Costs, and (3)
4 LWDA Payment. Having considered the Motion, and all legal authorities and documents
5 concurrently and previously submitted in support thereof, including the Amended Stipulated
6 Settlement Agreement ("Settlement Agreement" or "S.A"), and good cause appearing, IT
7 IS HEREBY ORDERED and ADJUDGED that the motion is GRANTED, subject to the
8 following findings and orders:

9
10 1. This Court has jurisdiction over the subject matter of this litigation and over
11 the Parties to this litigation, including the Settlement Class;

12 2. Final approval shall be with respect to the Settlement Class defined as:
13 All non-exempt employees who are or were employed by Defendant DCX-Chol Enterprises,
14 Inc. in California during the period starting June 3, 2015 to April 20, 2022 ("Class Period");

15 3. The distribution of the Class Notice ("Notice Documents") to the Settlement
16 Class as set forth in the Settlement Agreement has been completed in conformity with
17 preliminary approval granted on October 10, 2023. The Notice Documents provided
18 adequate notice of the proceedings and about the case, including the proposed settlement
19 terms and the Release by Settlement Class as set forth in the Settlement Agreement. The
20 Notice Documents fully satisfied due process requirements. The Notice Documents were
21 sent via U.S. Mail to all persons entitled to such notice and every Settlement Class Member
22 who could be identified through reasonable effort. As executed, the Notice Documents
23 constituted the best notice practicable under the circumstances;

24 4. One Settlement Class Member has requested to be excluded from the
25 Settlement;

26 5. The Court hereby approves the terms set forth in the Settlement Agreement
and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable
and directs the Parties to effectuate the Settlement Agreement according to its terms. The

1 Court finds that the Settlement Agreement has been reached as a result of informed and non-
2 collusive arm's-length negotiations. The Court further finds that the Parties have conducted
3 extensive investigation and research, and their attorneys were able to reasonably evaluate
4 their respective positions. The Court also finds that settlement now will avoid additional and
5 potentially substantial litigation costs, as well as delay and risks if the Parties were to
6 continue to litigate the case. The Court has reviewed the monetary recovery being provided
7 as part of the settlement and recognizes the significant value accorded to the Settlement
8 Class;

9 6. The class release, as set forth in the Settlement Agreement and Notice
10 Documents, is as follows:

11 Release As To All Participating Class Members. Upon the Effective Date and
12 funding in full of the Settlement Amount by Defendant, all Settlement Class Members who
13 do not timely opt out of the Settlement ("Participating Class Members"), including their
14 heirs, assigns, estates and representatives, shall be deemed to fully forever, irrevocably and
15 unconditionally release and discharge the Released Parties from the Released Claims. The
16 Settlement Agreement shall be in full settlement, compromise, release and discharge of the
17 Released Claims and each of them, and the Released Claims by the Class Representative,
18 and the Released Parties shall have no further or other liability or obligation to any Class
19 Member and/or the Class Representative with respect to the Released Claims and Class
20 Representative's Released Claims, except as expressly provided herein.

21 Release As To All Aggrieved Employees. Upon the Effective Date and funding in full of
22 the Settlement Amount by Defendant, Plaintiff and the State of California shall be deemed to fully
23 forever, irrevocably and unconditionally release and discharge the Released Parties from the
24 Released PAGA Claims.

25 "Released Claims" means all class claims alleged in the operative complaint which
26 occurred during the Class Period, and expressly excluding all other claims, including claims
for vested benefits, wrongful termination, unemployment insurance, disability, social
security, workers' compensation, and class claims outside of the Class Period.

1 “Released PAGA Claims” means all PAGA claims alleged in the operative complaint and
2 Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period, and expressly
3 excluding all other claims, including claims for vested benefits, wrongful termination,
4 unemployment insurance, disability, social security, workers’ compensation, and PAGA claims
5 outside of the PAGA Period.

6 “Released Parties” means Defendant, including each of Defendant’s respective past,
7 present, and/or future, direct and/or indirect, officers, directors, members, managers, employees,
8 agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators,
9 parent companies, subsidiaries, related entities, affiliates, divisions, predecessors, successors,
10 assigns, and joint venturers.

11 7. Defendant shall pay the Settlement Class pursuant to the procedure described
12 in the Settlement Agreement and the Notice Documents;

13 8. The Court hereby confirms the appointment of Plaintiff Alfonso Moreno as
14 Class Representative for settlement purposes;

15 9. The Court hereby confirms the appointment of Zorik Mooradian and Haik
16 Hacopian of the Mooradian Law, APC as Class Counsel;

17 10. The Court hereby awards attorneys’ fees in the amount of \$733,333.33 and
18 finds that the attorneys’ fees requested are reasonable in light of the relevant factors under
19 California law. The attorneys’ fees awarded under this paragraph shall be paid in accordance
20 with the terms of the Settlement Agreement;

21 11. The Court also awards costs in the amount of \$21,345.06 and finds that the
22 costs requested are reasonable in light of the relevant factors under California law. The costs
23 awarded under this paragraph shall be paid in accordance with the terms of the Settlement
24 Agreement;

25 12. The Court approves the payment of \$13,500 to CPT Group for the fees and
26 costs of administering the settlement. The payment authorized by this paragraph shall be
made in accordance with the terms of the Settlement Agreement;

1 13. The Court approves the payment of \$37,500 to the California Labor and
2 Workforce Development Agency (“LWDA”) for release of the PAGA claims. The payment
3 authorized by this paragraph shall be made in accordance with the terms of the Settlement
4 Agreement;

5 14. The Court shall have and retain continuing jurisdiction over this action and
6 the Parties and the Settlement Class, including after the entry of this Order, to the fullest
7 extent necessary to interpret, enforce and effectuate the terms and intent of the Settlement
8 Agreement and this Order and Judgment; and

9 15. A Non-Appearence Review Hearing re Final Distribution is scheduled for
10 May 2, 2025 at 4:00 p.m. and a declaration re: distribution is to be filed by April 30, 2025.

11 Dated: ~~€~~ ~~FJDCG~~



By: _____
 Kenneth R. Freeman / Judge
 Honorable Kenneth R. Freeman
 Judge of the Superior Court