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FILED
Superior Court of California
County of Los Angeles

08/17/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: C. Crow Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

OSCAR GONZALEZ, an individual, on behalf
of himself and all others similarly situated,

Plaintiffs,

vs.

NS CORPORATION, a California
Corporation; and DOES 1-20, inclusive,

Defendants.

Case No: 20STCV41170

*Assigned for all purposes to the Hon. Dennis J.
Landin, Dept. 51*

CLASS-ACTION

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL TO CLASS ACTION
SETTLEMENT AND APPLICATION FOR
CLASS COUNSEL FEES, CLASS
COUNSEL COSTS, INCENTIVE AWARD,
AND FINAL JUDGMENT THEREON**

1 On July 27, 2022, a hearing was held on Plaintiff Oscar Gonzalez’s (“Plaintiff”)
2 Unopposed Motion for Final Approval of the Class Action Settlement and Motion for Class
3 Counsel Fees, Class Counsel Costs, and Incentive Award. Koul Law Firm appeared for Plaintiff
4 and Gordon & Rees LLP appeared for Defendant NS Corporation (“Defendant”).

5 The Parties have submitted their Class Action Settlement Agreement (the “Agreement” or
6 “Settlement”), which this Court preliminarily approved (the “Preliminary Approval Order”). In
7 accordance with the Preliminary Approval Order, Class Members have been given adequate
8 notice of the terms of the Settlement and the opportunity to object to it or to exclude themselves
9 from it.

10 Having received and considered the Settlement, the supporting papers filed by the Parties,
11 and the evidence and argument received by the Court before entering the Preliminary Approval
12 Order and at the Final Approval Hearing, the Court grants final approval of the Settlement, enters
13 this Final Approval Order and Judgment, and HEREBY ORDERS and MAKES
14 DETERMINATIONS as follows:

15 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
16 Order and Judgment adopts all defined terms set forth in the Agreement.

17 2. For settlement purposes only, the Court grants certification of the Class. The Class
18 is defined as all of Defendant’s current and former hourly, non-exempt employees who worked at
19 any time within the period beginning September 30, 2017, and ending the earlier of the date this
20 Court grants preliminary settlement approval, or the date the Class Workweeks reaches 14,375
21 (the “Class Period”). “PAGA Members” is defined as all of Defendant’s non-exempt employees
22 who worked for Defendant in California at any time from August 20, 2019 to the date of
23 preliminary settlement approval (the “PAGA Period”). PAGA Members are a subset of the Class
24 Members.

25 3. Pursuant to the Preliminary Approval Order, the Notice of Proposed Class Action
26 Settlement and Final Approval Hearing (“Class Notice”) was sent to each Class Member by first-
27 class mail. The Class Notice informed Class Members of the terms of the Settlement, their right
28 to receive a Settlement Share, their right to comment on or object to the Settlement and/or the

1 attorneys' fees and costs, their right to elect not to participate in the Settlement and pursue their
2 own remedies, and their right to appear in person and/or by counsel at the Final Approval Hearing
3 and be heard regarding approval of the Settlement. Adequate periods of time were provided by
4 each of these procedures.

5 4. The Court finds and determines that this notice procedure afforded adequate
6 protections to Class Members and provides the basis for the Court to make an informed decision
7 regarding approval of the Settlement based on the responses of Class Members. The Court finds
8 and determines that the notice provided in this case was the best notice practicable, which
9 satisfied the requirements of law and due process.

10 5. For the reasons stated in the Preliminary Approval Order, the Court finds and
11 determines that the terms of the Settlement are fair, reasonable and adequate to the Class and to
12 each Class Member and that the Participating Class Members will be bound by the Settlement,
13 that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
14 should be and hereby are ordered to be consummated.

15 6. The Court finds and determines that the all-inclusive Gross Fund Value in the
16 amount of \$425,000.00 and the Settlement Shares to be paid to the Participating Class Members
17 under the Settlement are fair and reasonable. The Court hereby grants final approval to and orders
18 the payment of those amounts be distributed to the Participating Class Members out of the Gross
19 Net Value in accordance with the Agreement. Pursuant to the terms of the Agreement, the
20 Settlement Administrator is directed to make the payments to each Participating Class Member.

21 7. The Court finds and determines that the Settlement Administration Costs for
22 administrating the Settlement, in the amount of \$9,000 are fair and reasonable. The Court hereby
23 grants final approval to and orders that the payment of that amount be paid out of the Gross Fund
24 Value to the Settlement Administrator in accordance with the Agreement.

25 8. The Court finds and determines that the request by Plaintiff for Incentive Award is
26 fair and reasonable and hereby orders that the requested payment in the amount of \$7,500.00 be
27 paid to Plaintiff out of the Gross Fund Value.

28

1 9. The Court further finds and determines that the request by Class Counsel for Class
2 Counsel Fee is fair and reasonable and hereby orders that \$140,250 (thirty-three percent of the
3 Gross Fund Value) be paid to Koul Law Firm and Law Offices of Sahag Majarian II out of the
4 Gross Fund Value.

5 10. The Court also finds and determines that the request by Class Counsel for Class
6 Counsel Expenses is fair and reasonable and hereby orders that \$12,995.13 be paid to Koul Law
7 Firm and Law Offices of Sahag Majarian II out of the Gross Fund Value.

8 11. Upon the Effective Date and funding in full of the Gross Fund Value by
9 Defendant, all Participating Class Members who do not timely and validly opt out shall be
10 deemed to have fully and finally released all claims, causes of action, damages, wages, benefits,
11 expenses, penalties, debts, liabilities, demands, obligations, attorneys' fees, costs, and any other
12 form of relief or remedy in law, equity, or whatever kind of nature against all Released Parties
13 that were alleged or that could have been alleged based on the facts asserted in in the operative
14 Complaint that occurred during the Class Period. The release expressly excludes all other claims,
15 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
16 social security, workers' compensation, and claims outside of the Class Period.

17 12. Upon the Effective Date and funding in full of the Gross Fund Value by
18 Defendant, all PAGA Members shall also release all Released Parties from all Released PAGA
19 Claims, irrespective of whether they opted-out of the Settlement and will be bound by this PAGA
20 Release. The Released PAGA Claims are defined as the claims asserted by PAGA Members for
21 alleged violations of the California Labor Code and IWC Wage Order provisions identified in the
22 PAGA Notice sent to the LWDA by Plaintiff and further identified in the operative Complaint
23 that are alleged to have occurred during the PAGA Period.

24 13. Pursuant to the terms of the Agreement, Plaintiff makes additional general releases
25 of Plaintiff's Released Claims as defined in the Agreement.

26 14. As partial consideration for the Incentive Award, Plaintiff's Released Claims shall
27 include all such claims, whether known or unknown, by the releasing party. Thus, even if Plaintiff
28 discovers facts and/or claims in addition to or different from those that they now know or believe

1 to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will
2 remain released and forever barred. Therefore, with respect to Plaintiff's Released Claims,
3 Plaintiff expressly waive and relinquish all of the provisions and all of her rights and benefits
4 under the provisions of section 1542 of the California Civil Code, which reads:

5 **A general release does not extend to claims which the creditor or releasing**
6 **party does not know or suspect to exist in his or her favor at the time of**
7 **executing the release and that, if known by him or her, would have**
8 **materially affected his or her settlement with the debtor or released party.**

8 15. Nothing in this Order shall preclude any action to enforce the Parties' obligations
9 under the Settlement or under this Order, including the requirement that Defendant make payment
10 in accordance with the Agreement.

11 16. If, for any reason, the Settlement ultimately does not become Final (as defined by
12 the Settlement), this Final Approval Order will be vacated; the Parties will return to their
13 respective positions in the Actions as those positions existed immediately before the Parties
14 executed the Agreement; and nothing stated in the Agreement or any other papers filed with this
15 Court in connection with the Settlement will be deemed an admission of any kind by any of the
16 Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in
17 the Action or in any other action.

18 17. The Parties entered into the Settlement solely for the purpose of compromising and
19 settling disputed claims. Defendant in no way admits any violation of law or any liability
20 whatsoever to Plaintiffs and the Class, individually or collectively, all such liability being
21 expressly denied by Defendant.

22 18. By means of this Final Approval Order, this Court hereby enters final judgment in
23 this Action.

24 19. Without affecting the finality of this Final Approval Order and Judgment in any
25 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
26 implementation, effectuation and enforcement of this Order and the Settlement under Code of
27 Civil Procedure § 664.6.

28 20. The Parties are hereby ordered to comply with the terms of the Agreement.

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21. Each side to bear its own costs and attorneys' fees except as provided by the Settlement and this Final Approval Order and Judgment.



A handwritten signature in black ink, appearing to read "Upinder S. Kalra".

08/17/2022
DATED: _____

Upinder S. Kalra / Judge

HON. ~~DENNIS J. LANDIN~~
COUNTY OF LOS ANGELES SUPERIOR COURT

PROOF OF SERVICE

Case No. 20STCV41170
Gonzalez v. N S Corporation

I, JACKELINE HERNANDEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On July 28, 2022, I served the foregoing document described as:

[PROPOSED] ORDER GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT AND APPLICATION FOR CLASS COUNSEL FEES, CLASS COUNSEL COSTS, INCENTIVE AWARD, AND FINAL JUDGMENT THEREON

_____ by placing the document(s) listed above in a sealed envelope, addressed as set forth below, and placing the envelope for collection and mailing in the place designated for such in our offices, following ordinary business practices.

_____ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00PM.

X _____ by transmitting via electronic mail the document(s) listed above to the electronic mailing address set forth below on this date before 5:00PM.

on the parties listed below by placing a true copy thereof enclosed in a sealed envelope for collection and mailing in the United States Postal Service following ordinary business practices at Los Angeles, California addressed as follows:

SEE ATTACHED SERVICE LIST

I am readily familiar with the ordinary practice of the business of collecting, processing and depositing correspondence in the United States Postal Service and that the correspondence will be deposited the same day with postage thereon fully prepaid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this July 28, 2022, in Los Angeles, California.



JACKELINE HERNANDEZ

PROOF OF SERVICE

Case No. 20STCV41170
Gonzalez v. N S Corporation

Lindsey David, Esq.

ldavid@grsm.com

Christopher Cato, Esq.

ccato@grsm.com

GORDON REES SCULLY MANSUKHANI, LLP

101 W. Broadway

Suite 2000

San Diego, CA 92101

Tel: (619) 696-6700

Attorneys for Defendant N S CORPORATION