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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

LAURA CAMPA, individually, and on behalf of  
all others similarly situated,

*Plaintiff,*

vs.

ROY HONARYAR, an individual, et al.,

*Defendants.*

Case No.: BC700336

[Hon. Elihu M. Berle, Dept. SSC-6]

CLASS ACTION

**~~[THIRD AMENDED PROPOSED]~~ ORDER  
GRANTING PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: March 4, 2020  
Time: 1:30 p.m.  
Courtroom: Dept. SSC-6  
Judge: Hon. Elihu M. Berle

Action Filed: April 2, 2018  
Trial date: Not set

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ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

MAR 04 2020  
Sherri R. Carter, Executive Officer/Clerk  
By Marisela Fregoso, Deputy

RECEIVED  
LOS ANGELES SUPERIOR COURT  
FEB 27 2020  
I. LOVO

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff LAURA CAMPA (“Plaintiff”) and Defendants ROY HONARYAR, BLOOMING  
3 DEALS, INC., CHIK ENTERPRISES, JRH ENTERPRISES, INC., and EBI ENTERPRISES, INC.  
4 (“Defendants”) have reached terms of settlement for a putative class action.

5 Plaintiff has filed a motion for preliminary approval of a class action settlement of the claims  
6 asserted against Defendants in this action. Following a hearing on Plaintiff’s motion, the Parties have  
7 submitted supplemental briefing and an amended settlement agreement, memorialized in the JOINT  
8 STIPULATION AND SECOND AMENDED CLASS SETTLEMENT AGREEMENT (*see* Third  
9 Supplemental Declaration of H. Scott Leviant In Support of Plaintiff’s Motion for Preliminary Approval  
10 of Class Action Settlement [“Leviant Decl.”], at Exh. 4). The JOINT STIPULATION AND SECOND  
11 AMENDED CLASS SETTLEMENT AGREEMENT is referred to herein as the “Agreement” or  
12 “Settlement.”

13 After reviewing the Agreement, the Notice process, and other related documents, and having  
14 heard the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

15 1. The Court preliminarily finds that the terms of the proposed class action Settlement are  
16 fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting  
17 preliminary approval of the class action settlement the Court has considered the factors identified in  
18 *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer,*  
19 *Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006).

20 2. The Court finds that the Settlement has been reached as a result of intensive, serious and  
21 non-collusive arms-length negotiations. The Court further finds that the parties have conducted  
22 thorough investigation and research, and the attorneys for the parties are able to reasonably evaluate  
23 their respective positions. The Court also finds that settlement at this time will avoid additional  
24 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution  
25 of the action. The Court finds that the risks of further prosecution are substantial.

26 3. The parties’ Settlement is granted preliminary approval as it meets the criteria for  
27 preliminary settlement approval. The Settlement falls within the range of reasonableness and appears  
28 to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing.



1 The Settlement Class meets the requirements for conditional certification for settlement purposes only  
2 under Code of Civil Procedure § 382. The Court finds that it is appropriate to notify the members of  
3 the proposed settlement Class of the terms of the proposed settlement.

4 4. The parties' proposed notice plan is constitutionally sound because individual notices  
5 will be mailed to all Class Members whose identities are known to the parties, and such notice is the  
6 best notice practicable. The parties' proposed Class Notice, attached to this Order as Exhibit 1, is  
7 sufficient to inform Class Members of the terms of the Settlement, their rights under the settlement,  
8 their rights to object to the Settlement, their right to receive a payment under the settlement or elect not  
9 to participate in the settlement, and the processes for doing so, and the date and location of the final  
10 approval hearing and is therefore approved. The Settlement Administrator is directed to fill in on the  
11 designated blanks in the Notice the website and mailing address that will be used for the administration  
12 of this Settlement before mailing the Notice to Class Members.

13 5. The following persons are certified as Class Members solely for the purpose of entering  
14 a settlement in this matter:

15 All current or former non-exempt employee of Defendants in California who  
16 worked for Defendants at any time during the Class Period. (April 2, 2014, through  
17 September 1, 2019).

18 (Settlement, Part II, at ¶¶ 4, 11.)

19 6. The Court also defines the following "PAGA Employees" impacted by the proposed  
20 settlement of PAGA claims:

21 [A]ll Class Members that worked during the PAGA Period (April 2, 2017,  
22 through September 1, 2019).

23 (Settlement, Part II, at ¶¶ 21, 23.)

24 7. Plaintiff Laura Campa is appointed the Class Representative. The Court finds  
25 Plaintiff's counsel are adequate, as they are experienced in wage and hour class action litigation and  
26 have no conflicts of interest with absent Settlement Class Members, and that they adequately  
27 represented the interests of absent class members in the Litigation. Kane Moon, H. Scott Leviant, and  
28 Lilit Ter-Astvatsatryan of Moon & Yang, APC, are appointed Class Counsel.

1           8.       The Court appoints CPT Group, Inc. to act as the Settlement Administrator, pursuant to  
2 the terms set forth in the Agreement.

3           9.       Defendant is directed to provide the Settlement Administrator the names and most  
4 recent known mailing addresses of Class Members and any other information required in accordance  
5 with the Agreement, no later than March 18, 2020.

6           10.      The Settlement Administrator is directed to mail the approved Class Notice by first-  
7 class mail to the Class Members in accordance with the Agreement, no later than March 25, 2020.

8           11.      Class Members will be bound by the Agreement unless they submit a timely and valid  
9 written request to be excluded from the Settlement, postmarked no later than May 26, 2020.

10          12.      Any request for exclusion shall be submitted to the Settlement Administrator rather than  
11 filed with the Court. Class members are not required to send copies of their Exclusion request to  
12 counsel. The Settlement Administrator shall file, or provide to Counsel for filing, a declaration  
13 authenticating a copy of every Exclusion request received by the Administrator.

14          13.      Plaintiff shall file a Motion for Final Approval, including any request for an award of  
15 fees, costs, and an Enhancement Award to Plaintiff, no later than April 24, 2020. On or before June 12,  
16 2020, a declaration from the Settlement Administrator on the outcome of the notice process will be  
17 filed with the Court. No later than June 12, 2020, the Parties shall file responses to any written  
18 objections received by the Settlement Administrator.

19          14.      As set forth in the Notice, any Class Member may appear at the final approval hearing  
20 in person or by his or her own attorney and show cause why the Court should not approve the  
21 settlement, or object to the motion for awards of the Class Representative Enhancement Payments and  
22 Attorney's Fees and Costs. For any *written* comments or objections to be considered at the hearing, the  
23 Class Member must submit a written objection no later than May 26, 2020.

24          15.      Any written objection shall be submitted to the Settlement Administrator rather than  
25 filed with the Court. Class member are not required to send copies of their written objection to counsel.  
26 The Settlement Administrator shall file, or provide to Counsel for filing, a declaration authenticating a  
27 copy of every written Objection received by the Administrator.

1           16.     A final approval hearing will be held on June 26, 2020, at 9:00 a.m., in Department  
2     SSC-6, to determine whether the settlement should be granted final approval as fair, reasonable, and  
3     adequate as to the Class Members. At that time, the Court will hear all evidence and arguments  
4     necessary to evaluate the Settlement. Class Members and their counsel may support or oppose the  
5     Settlement, if they so desire, in accordance with the procedures set forth in the Class Notice and this  
6     Order.

7           17.     The Court reserves the right to continue the date of the final approval hearing without  
8     further notice to Class Members.

9           18.     Class Counsel shall give notice to any objecting party of any continuance of the hearing  
10    of the motion for final approval.

11          19.     The Court retains jurisdiction to consider all further applications arising out of or in  
12    connection with the settlement.

13  
14    **IT IS SO ORDERED.**

15                                 3-4-20  
16    Dated: \_\_\_\_\_

ELIHU M. BERLE

\_\_\_\_\_  
Hon. Elihu M. Berle  
LOS ANGELES COUNTY SUPERIOR COURT JUDGE