

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

AUG 18 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By: Berta Guerrero, Deputy

1 AARON C. GUNDZIK (State Bar No. 132137)
Agundzik@gghllp.com
2 GUNDZIK GUNDZIK HEEGER LLP
14011 Ventura Blvd., Suite 206E
3 Sherman Oaks, CA 91423
Telephone: (818) 290-7461
4 Facsimile: (818) 918-2316

5 MARSHALL A. CASKEY (State Bar No. 65410)
DANIEL M. HOLZMAN (State Bar No. 176663)
6 N. CORY BARARI (State Bar No. 295306)
CASKEY & HOLZMAN
7 24025 Park Sorrento, Ste. 400
Calabasas, CA 91302
8 Telephone: (818) 657-1070
Facsimile: (818) 297-1775
9

10 Attorneys for Plaintiff Daniela Caesar-Roden, individually
and on behalf of all others similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13 DANIELA CAESAR-RODEN, individually
and on behalf of all others similarly situated,
14
15 Plaintiff,
16 vs.
17 YOGA WORKS, INC., and DOES 1
through 25,
18 Defendants.
19
20
21
22

Case No.: BC711991
*Assigned to Hon. Kenneth R. Freeman
Dept. SSC-14*

~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT

DATE: August 18, 2020
TIME: 10:00 a.m.
PLACE: Spring Street Courthouse
Dept. 14
312 N. Spring Street
Los Angeles, CA 90012

Case Filed: July 2, 2018

23 The Court, having considered Plaintiff's Motion for Final Approval of Class Action
24 Settlement, and having received no objections to the settlement, and good cause appearing
25 therefor,

26 HEREBY ORDERS, ADJUDGES AND DECREES THAT:

27 I. The Motion for Final Approval of the settlement is granted;

RECEIVED
MAY 22 2020

FILING WINDOW

1 2. The parties to this action are Plaintiff Daniela Caesar-Roden and Defendant
2 Yoga Works, Inc. (“Defendant”).

3 3. After participating in an arms’ length mediation, Plaintiff and Defendant have
4 agreed to a proposed settlement of this action on behalf of the Class Plaintiff seeks to
5 represent. The terms of the proposed settlement are fully set forth in the Second Amended
6 Stipulation of Class Action Settlement (the “Settlement Agreement”) attached as Exhibit A
7 to the Declaration of Aaron Gundzik in Support of Motion for Final Approval of Class
8 Action Settlement.

9 4. This Court has jurisdiction over the subject matter of this action (the
10 “Action”) and over all parties to the Action, including the Representative Plaintiff and the
11 Class Members.

12 5. The terms used in this Order have the meaning assigned to them in the
13 Settlement Agreement.

14 6. The Court finds that the Settlement Class consists of all current and former
15 Pilates instructors, yoga instructors and teachers and other employees who were paid on a
16 piece-rate basis by Defendant in California during the Settlement Class Period.

17 7. The Settlement Class Period is July 2, 2014 through July 19, 2019.

18 8. In settlement, Defendant will pay the gross amount of \$1,000,000, plus the
19 employer’s share of all required payroll taxes. From this gross amount, the parties propose
20 to deduct fees to be paid to the Settlement Administrator, a Service and Release Payment to
21 the Representative Plaintiff, a payment to the California Labor Workforce and Development
22 Agency to resolve claims under the California Labor Code Private Attorney’s General Act
23 of 2004 (“PAGA”), Class Counsel’s Costs and Class Counsel’s Attorneys’ Fees.

24 9. The amount remaining after deductions approved by the Court, will be
25 distributed to Settlement Class Members based on the number of Qualifying Piece-Rate
26 Units (as defined in the Settlement Agreement) each Settlement Class Member worked for
27 Defendant during the Class Period.

28

1 10. Two class members, J. Lasater and E. Koury, filed requests to be excluded
2 from the settlement. Therefore, J. Lasater and E. Koury are not members of the Settlement
3 Class and will not receive a settlement payment and will not be bound by the class member
4 release that is included in the Settlement Agreement and Judgment.

5 11. Upon the receipt by the Settlement Administer of the Gross Settlement
6 Amount of \$1,000,000, plus the Employer's Withholding Share, from Defendant, each and
7 every Released Claim of each Settlement Class Member shall be deemed to be released as
8 against the Released Parties.

9 12. Neither the settlement, nor any of the terms set forth in the Settlement
10 Agreement, constitute any admission by Defendant, or any of the other Released Parties, of
11 liability to the Representative Plaintiff or any Class Member, nor does this Final Approval
12 Order constitute a finding by the Court of the validity of any of the claims alleged in the
13 Action, or of any liability of Defendant or any of the other Released Parties.

14 13. The Court finds that the Notice of Proposed Class Action Settlement ("Notice
15 of Settlement") has been mailed to all Class Members as previously ordered by the Court,
16 and that such Notice of Settlement fairly and adequately described the terms of the proposed
17 Settlement Agreement, the manner in which the Class Members could object to or
18 participate in the settlement, and the manner in which Class Members could opt out of the
19 Class, was the best notice practicable under the circumstances, was valid, due and sufficient
20 notice to all Class Members, and complied fully with Civil Code §1781(e), Rule of Court
21 3.769, due process and all other applicable laws. The Court further finds that a full and fair
22 opportunity has been afforded to Class Members to participate in the proceedings convened
23 to determine whether the proposed Settlement Agreement should be given final approval.

24 14. The Court finally approves of the distribution of the Net Settlement Amount
25 to the Settlement Class Members. Settlement Class Members are not required to submit a
26 claim form in order to receive payment. Rather, the gross amount paid to each Settlement
27 Class Member will be based on the number of Qualifying Piece-Rate Units (as defined in the
28

1 Settlement Agreement) each Settlement Class member worked for Defendant during the
2 Class Period.

3 15. The Court finds that the Settlement Agreement is fair, reasonable and
4 adequate as to the Settlement Class, the named Plaintiff and Defendant, and is the product of
5 good faith, arms' length negotiations between the parties, and further, that the Settlement
6 Agreement is consistent with public policy, and fully complies with all applicable provisions
7 of law. Accordingly, the Court hereby finally and unconditionally approves the Settlement
8 Agreement and specifically approves of the allocation of the Gross Settlement Amount of
9 \$1,000,000.00 as follows:

10 a. The Court approves of the payment of Settlement Administration
11 Costs of \$17,500 to Phoenix;

12 ~~\$10,000~~ ^{\$6,500} b. The Court approves of a Service and Release Payment in the amount
13 of ~~\$10,000~~ to Representative Plaintiff Daniela Caesar-Roden, as compensation for her time
14 and efforts in pursuing this Action, the risks that she took in pursuing this class action and as
15 additional compensation for the expanded release she is providing;

16 c. The Court approves of Class Counsel's attorneys' fees request of
17 \$333,333, which is one-third of the Gross Settlement Amount, finding that it is reasonable in
18 light of the benefit provided to the Class;

19 d. The Court approves of Class Counsel's request for reimbursement of
20 litigation costs and expenses in the amount of \$14,870.90;

21 e. The Court approves of a payment to the California Labor Workforce
22 and Development Agency in the amount of \$15,000, in settlement of PAGA claims;

23 f. The Court approves of payment of the remainder of the Gross
24 Settlement Amount (the "Net Settlement Amount") to the Settlement Class Members who
25 have not opted out of the settlement, pursuant to the terms of the Stipulation of Class Action
26 Settlement, Paragraph IV(J), and that all settlement payments shall be deemed twenty-five
27 percent wages, twenty-five percent expense reimbursements, twenty-five percent penalties,
28

1 and twenty-five percent interest, the latter three categories to be reported via an IRS Form
2 1099.

3 g. If a Settlement Class Member's settlement check(s) is not cashed
4 within 180 days of issuance, it shall be voided and the funds from all such uncashed checks
5 shall be sent to the California State Controller as unclaimed property.

6 16. The Court approves of the following implementation schedule for further
7 proceedings:

- 8 • Settlement Effective Date: Since there has been no objection to the
9 settlement, pursuant to Section II(N) of the Settlement Agreement, the
10 Effective Date is 65 calendar days from the date of the Court's entry of this
11 Order and the Judgment.
- 12 • Deadline for Defendant to deliver the Gross Settlement Amount of
13 \$1,000,000 and the Employer's Withholding Share to the Settlement
14 Administrator: Within ten (10) calendar days after the Effective Date.
- 15 • Mailing of Payments to Settlement Class Members: Within ten (10) days of
16 Defendant's deposit of the Gross Settlement Amount and Employer's
17 Withholding Share with the Settlement Administrator.
- 18 • Payment of Service and Release Award to Class Representative: Within ten
19 (10) days of Defendant's deposit of the Gross Settlement Amount.
- 20 • Payment to Class Counsel of Class Counsel's Attorneys' Fees and Class
21 Counsel's Costs: Within ten (10) days of Defendant's deposit of the Gross
22 Settlement Amount.
- 23 • Payment to the California Labor Workforce and Development Agency:
24 Within ten (10) days of Defendant's deposit of the Gross Settlement Amount.
- 25 • Payment to the Settlement Administrator: Within ten (10) days of
26 Defendant's deposit of the Gross Settlement Amount.
- 27 • Final Report from Settlement Administrator: After final distribution of Net
28 Settlement Fund.

1 17. A compliance hearing is set for 5-21-21 at 4:00pm If a
2 satisfactory compliance status report is filed at least 5 court days before the compliance
3 hearing, no appearances will be required.

4
5 Dated: 8-18-20

KENNETH R. FREEMAN

Hon. Kenneth R. Freeman

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28