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**JENNIFER M. COOK;
CHANTESSY G. KING;
AND, GRACE MINOR**

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

SEP 01 2020

J. Salazar

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

JENNIFER M. COOK; CHANTESSY G.
KING; AND, GRACE MINOR, on
behalf of themselves and a class of others
similarly situated individuals,

Plaintiff,

vs.

KIMBERLY T. LEE, A
PROFESSIONAL LAW
CORPORATION., a California
Corporation dba DESERT LAW
GROUP; KIMBERLY T. LEE, an
individual, and DOES 1 through 50,
inclusive,

Defendants.

CASE NO: RIC 1820196

[Assigned for all purposes to the Hon. Sunshine
Sykes - Dept. "06"]

~~PROPOSED~~ **AMENDED ORDER
GRANTING PLAINTIFFS' UNOPPOSED
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
APPLICATION FOR ATTORNEY'S FEES;
AND JUDGMENT THEREON;**

Per Order No. 2020-15 General Order Re: Civil Division Emergency Reorganization, the unopposed motion for final approval of the Amended Class Action Settlement ("Amended Settlement" or "Amended Settlement Agreement") between Plaintiffs and Class Representatives Jennifer M. Cook, Chantessy G. King, and Grace Minor ("Plaintiffs" or "Class Representatives") and Defendants Kimberly T Lee, A Professional Law Corporation and Kimberly T. Lee ("Defendants" (collectively "Defendants")) in the above-captioned matter came before the Court on August 19, 2020 at 8:30 a.m., with the Honorable Sharon Waters presiding.

The Court having considered the papers submitted in support of the motion, HEREBY ~~PROPOSED~~ ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

1 RULES AS FOLLOWS:

2 1. The Court grants final approval of the Settlement based upon the terms set forth in the
3 Amended Settlement Agreement¹. The Court finds that the terms of the Amended Settlement
4 Agreement are fair, adequate, and reasonable.

5 2. For purposes of this Order, "Settlement Class Members" refers to any present and
6 former non-exempt employee who worked for Defendant in California from September 24, 2014
7 through June 12, 2018 who (1) did not opt out of the Settlement and/or (2) did not directly enter
8 into settlement agreements or releases with any of the Named Defendants; and/or (3) who did
9 not provide declarations stating that they do not want to be part of the class action (Settlement
10 Class Members").

11 3. The Court hereby finds that the Settlement was the product of serious, informed,
12 non-collusive negotiations conducted at arm's length by the parties. In making this final finding,
13 the Court considered the nature of the claims set forth in the pleadings, the amounts and kinds of
14 benefits which shall be paid pursuant to the Settlement Agreement, the allocation of Settlement
15 proceeds, and the fact that the Settlement Agreement represents a compromise of the parties'
16 respective positions. The Court further finds that the terms of the Amended Settlement
17 Agreement have no material deficiencies and do not improperly grant preferential treatment to
18 any individual Settlement Class Member. Accordingly, the Court finds that the Settlement
19 Agreement was reached in good faith.

20 4. The Court further finds that the notice procedures utilized by the parties to provide
21 notice of the Settlement met the requirements of due process and provided the best notice
22 practicable under the circumstances and constituted due and sufficient notice to all persons
23 entitled thereto.

24 5. The Court certifies the Class for settlement purposes and finds that the Class meets
25 all applicable standards for certification under California law.

26
27 ¹ The Amended Settlement Agreement was attached as Exhibit B to the Second Supplemental
28 Declaration of Morris Nazarian in support of Plaintiffs' Motion for Preliminary Approval of Class
Action Settlement, which was filed on January 9, 2020

1 6. The Court approves the Settlement, and each of the releases and other terms set
2 forth in the Amended Settlement as fair, reasonable, and adequate as to the Participating
3 Settlement Class Members. The parties are directed to perform in accordance with the terms set
4 forth in the Settlement.

5 7. By this Order and Judgment, the Participating Settlement Class Members hereby
6 release the Released Parties, as defined in the Amended Settlement Agreement, from the
7 Released Claims, as also defined in the Amended Settlement Agreement.

8 8. The Court determines that the plan of allocation for payment of the Net Settlement
9 Fund as set forth in the Amended Settlement Agreement is fair and reasonable and that
10 distribution of the Net Settlement Fund to the Participating Settlement Class Members shall be
11 done in accordance with the terms set forth in the Amended Settlement Agreement.

12 9. Plaintiffs Jennifer Cook, Chantessy G. King, and Grace Minor are hereby
13 appointed as Class Representatives for purposes of settlement.

14 10. Morris Nazarian of Law Offices of Morris Nazarian is appointed as Class Counsel
15 for purposes of settlement

16 11. The Court also hereby approves the following payments to be paid by the
17 Settlement Administrator:

18 a. The Net Settlement Fund of \$72,670.61 shall be paid to Participating
19 Settlement Class Members pursuant to the distribution methods set forth in
20 the Amended Settlement Agreement. If a mailed Individual Settlement Share
21 is not cashed within 180 days from the date of mailing, the check shall be sent
22 to the California State Controller's Office Division of Unclaimed Property to
23 hold in trust for the intended recipient.

24 b. Any envelope transmitting a settlement distribution to a class member shall
25 bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS
26 ENCLOSED."

27 c. The administrator shall mail a reminder postcard to any class member whose
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1 settlement distribution check has not been negotiated within 60 days after the
2 date of mailing

3 d. The Administration Costs in the amount of \$2,500.00 shall be paid to the
4 Settlement Administrator.

5 e. The Service Payment in the amount of \$2,500.00 shall be paid to each Class
6 Representative (totaling \$7,500.00) in recognition of their services to the
7 Class in initiating and maintaining this litigation and the risks undertaken for
8 the benefit of the Class.

9 f. Attorneys' Fees in the amount of \$39,000.00 (i.e. 30.00% of the Gross
10 Settlement Fund of paid to Class Counsel, which the Court finds fair and
11 reasonable and supported by detailed summaries regarding the work
12 performed that was submitted by them in their supporting declaration.

13 g. Attorneys' Costs in the amount of \$5,329.39 paid to Class Counsel for
14 reimbursement of their reasonable litigation costs incurred by them in this
15 action and supported by detailed summaries regarding such incurred expenses
16 that was submitted by them in their supporting declarations.

17 h. \$4,000.00 shall be allocated to the PAGA claims, of which \$3,000.00 shall be
18 sent to the Labor and Workforce Development Agency and the remaining
19 \$1,000.00 shall be distributed evenly among Participating Settlement Class
20 Members, and is included as part of the Net Settlement Fund.

21 12. The Settlement Administrator is directed to make the foregoing payments in
22 accordance with the terms of the Amended Settlement and Class Counsel's further instructions.

23 13. On April 23, 2021, Plaintiffs shall file a final report with the Court regarding
24 distribution of funds pursuant to the terms of the Amended Settlement Agreement.

25 14. Under Code of Civil Procedure § 664.6 and all other applicable law, the Court
26 reserves and retains exclusive and continuing jurisdiction over this case, Plaintiffs, the
27 Participating Settlement Class Members, and Defendants for the purpose of supervising the
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1 implementation, effectuation, enforcement, construction, administration, and interpretation of the
2 Settlement and this Order and Judgment.

3 15. This document constitutes the Judgment resolving the Class Claims against
4 Defendants according to the terms herein.

5 16. The Settlement Administrator shall post this Judgment on the Settlement website
6 (i.e. <http://www.phoenixclassaction.com/class-action-lawsuits/judgments/>) for a period of at
7 least 30 days. This posting shall provide the requisite notice of the Judgment to the Settlement
8 Class and satisfy the requirements of California Rules of Court Rule 3.771(b).

9 17. The Settlement Administrator shall file a report by April 23, 2021 to file a report
10 concerning uncashed checks or other cash residue.

11 *Final Review Hearing*
Set for April 29, 2021, at 8:30 A.M. in Dept 6.

12 **IT IS SO ORDERED.**

13
14 Date:

Aug 31, 2020

Sharon Walters
JUDGE OF THE SUPERIOR COURT