

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 328536 NAME: Vanoohi Torossian FIRM NAME: Levin & Nalbandyan, LLP STREET ADDRESS: 811 Wilshire Blvd., Suite 800 CITY: Los Angeles STATE: CA ZIP CODE: 90017 TELEPHONE NO.: (213)232-4848 FAX NO.: (213)232-4849 E-MAIL ADDRESS: vtorossian@lntriallawyers.com ATTORNEY FOR (name): Pedro Gonzalez	<p style="text-align: center;"><i>FOR COURT USE ONLY</i></p> <p style="text-align: center;"><b>FILED</b>          Superior Court of California          County of Los Angeles  <b>06/15/2022</b>          Sherri R. Carter, Executive Officer / Clerk of Court          By: <u>          M. Fregoso          </u> Deputy</p>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> Los Angeles STREET ADDRESS: 213 North Spring Street MAILING ADDRESS: Same as above CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Spring Street Courthouse	
PLAINTIFF/PETITIONER: Jovanni Flores Julio DEFENDANT/RESPONDENT: Matchmaster Dyeing & Finishing, Inc. OTHER:	CASE NUMBER: 20STCV07271
<b>PROPOSED ORDER (COVER SHEET)</b>	JUDICIAL OFFICER: Elihu M. Berle
	DEPT: 6

**NOTE:** This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

Electronically Received 06/13/2022 04:50 PM

1. Name of the party submitting the proposed order:  
Pedro Gonzalez
2. Title of the proposed order:  
[Revised Proposed] Final Order and Judgment Approving Class Action Settlement
3. The proceeding to which the proposed order relates is:
  - a. Description of proceeding: Motion for Final Approval of Settlement
  - b. Date and time: June 9, 2022 at 9:00a.m.
  - c. Place: Spring Street Courthouse  
312 North Spring Street  
Los Angeles, CA 90012
4. The proposed order was served on the other parties in the case.

Vanoohi Torossian, Esq. \_\_\_\_\_  
 (TYPE OR PRINT NAME)



\_\_\_\_\_  
 (SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME: Jovanni Flores Julio v. Matchmaster Dyeing & Finishing, Inc.	CASE NUMBER: 20STCV07271
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**PROOF OF ELECTRONIC SERVICE  
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):  
811 Wilshire Blvd., Suite 800, Los Angeles, CA 90017

b. My electronic service address is (*specify*): sbautista@intriallawyers.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):  
Frank E. Melton, Esq. Joel P. Kelly  
Jackson Lewis, P.C.  
725 S. Figueroa Street, Suite 2500

b. To (*electronic service address of person served*): Frank.Melton@jacksonlewis.com | joel.kelly@jacksonlewis.com


c. On (*date*): 06/13/2022

Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

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

Date: 06/13/2022

Stephanie Bautista  
\_\_\_\_\_  
(TYPE OR PRINT NAME OF DECLARANT)

  
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(SIGNATURE OF DECLARANT)

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

JOVANNI FLORES JULIO, an individual,	)	Case No.: 20STCV07271
	)	
Plaintiff,	)	<b><u>CLASS ACTION</u></b>
	)	
vs.	)	<i>[Assigned for all purposes to Honorable Elihu Berle, Department 6]</i>
	)	
	)	<b><del>[REVISED PROPOSED]</del> FINAL ORDER</b>
MATCHMASTER DYEING & FINISHING, INC., a California Corporation, and DOES 1 through 20, Inclusive,	)	<b>AND JUDGMENT APPROVING CLASS</b>
	)	<b>ACTION SETTLEMENT</b>
Defendants.	)	
	)	
	)	
	)	
	)	Complaint Filed: February 25, 2020



This matter came on for hearing on June 9, 2022 at 9:00 a.m. in Department 6 of the above-captioned court on Plaintiff PEDRO GONZALEZ’s (“Plaintiff”) motion for final approval of a class action settlement (“Settlement”) pursuant to California Rules of Court, Rule 3.769, as set forth in the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement”).

In accordance with the Court’s prior Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to submit a claim, comment upon or object to it or to any of its terms. The Class Members have also been notified of the terms of the proposed Settlement their right to receive their proportional share of the Settlement, their right to dispute the weeks worked, their right to request exclusion, their right to object to the Settlement, and their right

1 to appear in person or by counsel at the final approval and fairness hearing and be heard regarding  
2 approval of the Settlement. The Notice informed the PAGA Class of the terms of the PAGA Settlement  
3 and that they could not exclude themselves from the PAGA Class, even if they did so from the Class  
4 Settlement. The Class was also notified of the Final Approval Hearing where the Court would  
5 determine (1) whether the terms of the conditions of the Settlement Agreement are fair, reasonable and  
6 adequate for the release of the claims against Defendant, (2) whether the Final Approval Order should  
7 be entered, (3) whether the Court should approve the provisions of the Settlement Agreement, and (4)  
8 whether the Court should grant Class Counsel's application for attorneys' fees and costs.

9 Having received and considered the Settlement, the supporting papers filed by the Parties, and  
10 the evidence and argument received by the Court in conjunction with the motions for preliminary and  
11 final approval of Settlement, and having determined that the Settlement is fair, adequate, and reasonable,  
12 and having considered the provisions of the Settlement Agreement with respect to incentive awards and  
13 having reviewed the materials in connection therewith, the Court grants final approval of the Settlement  
14 and HEREBY ORDER, ADJUDGES, AND DECREES as follows:

15 1. The capitalized terms used in this Final Approval Order shall have the same meaning as  
16 defined in the Settlement Agreement except as may otherwise be ordered;

17 2. The Court has jurisdiction over the subject matter of this action and over all claims raised  
18 therein and all Parties thereto, including the Class.

19 3. The Court finds, solely for purposes of considering this Settlement, that the requirement  
20 of Code of Civil Procedure § 382 are satisfied, including requirements for the existence of an  
21 ascertainable class, a community of interest, and manageability of a settlement class, that common  
22 issues of law and fact predominate, and that a settlement class is superior to alternative means of  
23 resolving the claims and disputes at issue in this action.

24 4. For purposes of this Order and Judgment, the Class is defined as follows: all hourly non-  
25 exempt individuals who are or were employed by Defendant in California from September 2, 2016  
26 through February 2, 2022.

27 5. For purposes of this Order, PAGA Employee is defined as follows: all Class Members  
28 who were employed by Defendant at any time from February 28, 2019 through February 2, 2022.

1           6.       The Class Members and PAGA Employees, which will be bound by this Order and  
2 Judgment, shall include all members of the PAGA Employees and Participating Class Members who did  
3 not submit a timely and valid Request for Exclusion. Adequate periods of time were provided by each of  
4 these procedures. No Participating Class Member filed written objections to the proposed Settlement as  
5 part of this notice process, nor did any members state an intention to appear at the final approval and  
6 fairness hearing.

7           7.       Aldo Recendez and Armando Aguilera submitted Requests for Exclusion, however, only  
8 Aldo Recendez's Request for Exclusion was submitted timely. Armando Aguilera's Request for  
9 Exclusion was postmarked after the May 9, 2022 deadline, and is therefore untimely and invalid.  
10 Armando Aguilera shall be bound by the terms of the Settlement. Thus, Aldo Recendez's Request for  
11 Exclusions is the only opt-out that was timely and Aldo Recendez shall not receive any sum from the  
12 Net Settlement Amount and shall not be bound by the terms of the Settlement (not including any terms  
13 related to PAGA). Aldo Recendez, if applicable, shall nevertheless receive a pro rata share of the PAGA  
14 Amount and shall be bound to the terms and conditions related to PAGA in the Settlement Agreement  
15 for the PAGA Period.

16           8.       The Court finds and determines that the notice procedure afforded adequate protections to  
17 Class and PAGA Class Members and provides the basis for the Court to make an informed decision  
18 regarding approval of the Settlement based on the response of Participating Class Members. The Court  
19 finds and determines that the notice provided in this case was the best notice practicable, which satisfied  
20 the requirements of law and due process.

21           9.       The Court further finds and determines that the terms of the Settlement are fair,  
22 reasonable, and adequate to the Class and to each Participating Class Member and that the Settlement is  
23 ordered finally approved, and that all terms and provisions of the Settlement Agreement, including the  
24 release of claims contained therein, should be and hereby are ordered to be consummated.

25           10.      Upon the Effective Date, the Class Representatives and all Participating Class Members  
26 shall have, by operation of this Order, fully, finally and forever released, relinquished, and discharged all  
27 Released Parties from all Released Claims pursuant to Section 7 of the Settlement Agreement.  
28 Participating Class Members, including the Class Representatives, and the successors, assigns, parents,

1 subsidiaries, affiliates or agents of any of them, are hereby permanently barred and enjoined from  
2 instituting, commencing or prosecuting, either directly or in any other capacity, any Released Claim  
3 against any of the Released Parties.

4 11. The Court finds and determines that (a) the individual settlement payments to be paid to  
5 the participating Class Members and (b) the payment to the California Labor & Workforce Development  
6 Agency as civil penalties under the California Labor Code's Private Attorney General Act of 2004, as  
7 amended, California Labor Code sections 2699 *et seq.*, as provided for by the Settlement are fair and  
8 reasonable. The Court hereby gives final approval to and orders payment of those amounts to be made to  
9 the Participating Class Members and to the California Labor & Workforce Development Agency, in  
10 accordance with the terms of the Settlement Agreement. The Court further gives final approval to and  
11 orders that the following payments be made in accordance with the terms of the Settlement Agreement:

12 a. \$116,666.67.67 in attorneys' fees, and \$10,035.02 in attorney's costs and  
13 litigation expenses payable to Levin & Nalbandyan, LLP Client Trust Account for serving as  
14 Class Counsel;

15 b. \$5,000.00 in fee enhancements to Plaintiff Pedro Gonzalez for his services as  
16 Class Representative; and

17 c. \$15,000.00 in administration costs payable to Phoenix Settlement Administrators  
18 for its services as Settlement Administrator.

19 12. Without affecting the finality of this Order and Judgment in any way, the Court retains  
20 jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and  
21 enforcement of this Order and the Settlement pursuant to California Rule of Court 3.769(h).

22 13. Nothing in this Final Approval Order and Judgment shall preclude any action to enforce  
23 the Parties' obligations under the Settlement Agreement or hereunder, including the requirement that  
24 Defendant makes payments to the Participating Class Members in accordance with the Settlement  
25 Agreement.

26 14. The Court hereby enters final Judgment in this case in accordance with the terms of the  
27 Settlement Agreement, Order for Preliminary Approval, and this Final Approval Order and Judgment.

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1           15.     The Parties shall bear their own costs and attorneys' fees except as otherwise provided by  
2 the Settlement Agreement and this Final Approval Order and Judgment.

3           16.     An Order to Show Cause re: Compliance with the Terms of the Settlement hearing is  
4 scheduled for February 9, 2023 at 8:30 a.m. in Department 6 of the abovementioned Courthouse. The  
5 parties shall file a joint status report and/or declaration advising the Court of the status of the distribution  
6 of settlement funds.

7  
8 **IT IS SO ORDERED.**

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11 Dated: \_\_\_\_\_



**Elihu M. Berle**  
\_\_\_\_\_  
HONORABLE ELIHU BERLE  
Judge of the Los Angeles Superior Court  
Elihu M. Berle / Judge