

1 **HAINES LAW GROUP, APC**
Paul K. Haines (SBN 248226)
2 phaines@haineslawgroup.com
Tuvia Korobkin (SBN 268066)
3 tkorobkin@haineslawgroup.com
2155 Campus Drive, Suite 180
4 El Segundo, California 90245
Tel: (424) 292-2350
5 Fax: (424) 292-2355

FILED
Superior Court of California
County of Los Angeles
06/17/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: A. Morales Deputy

6 *Attorneys for Plaintiff*

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

11 LUCIANO AIELLO, as an individual and
on behalf of all others similarly situated,

12
13 Plaintiff,

14 vs.

15 PIRCH, INC., a California corporation; and
16 DOES 1 through 100,

17 Defendants.
18
19
20
21
22
23
24
25
26
27
28

Case No. 19STCV23149

CLASS ACTION

[Assigned for all purposes to the Hon. Amy D. Hogue, Dept. SSC-7]

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS REPRESENTATIVE
INCENTIVE AWARD, AND ATTORNEYS'
FEES AND COSTS**

Date: June 17, 2022

Time: 11:00 a.m.

Dept.: SSC-7

Electronically Received 05/25/2022 02:54 PM

1 **ORDER**

2 The Motion of Plaintiff Luciano Aiello (“Plaintiff”) for Final Approval of Class Action
3 Settlement, Class Representative Incentive Award, and Attorneys’ Fees and Costs (“Final
4 Approval Motion”) came on regularly for hearing before this Court on June 17, 2022 at 11:00
5 a.m., pursuant to California Rule of Court 3.769 and this Court’s earlier Order granting
6 preliminary approval. Having considered the parties’ Stipulation of Settlement, including the
7 amendment thereto approved by this Court on February 22, 2022 (“Settlement Agreement” or
8 “Settlement”), and the documents and evidence presented in support thereof, and recognizing the
9 sharply disputed factual and legal issues involved in this case, the risks of further prosecution,
10 and the substantial benefits to be received by the Settlement Class pursuant to the Settlement, the
11 Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate, and is the
12 product of good faith, arm’s-length negotiations between the parties. Good cause appearing
13 therefor, the Court hereby GRANTS Plaintiff’s Final Approval Motion and hereby ORDERS the
14 following:

15 1. The conditional class certification is hereby made final, and the Court thus
16 certifies, for purposes of the Settlement, the following Settlement Class:

17 All of Defendant Pirch, Inc.’s (“Defendant”) current and former Sales Associates
18 Sales Consultants, Sales Advisors, and Sales Professionals in California who
19 performed work pursuant to Defendant’s commission-based pay plans, at any time
20 from July 3, 2015 to October 2, 2020 (“Class Period”), who did not sign an
21 arbitration agreement with Defendant.

22 2. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines and Tuvia
23 Korobkin of Haines Law Group, APC are hereby confirmed as Class Counsel.

24 3. Notice was provided to Settlement Class members as set forth in the Settlement,
25 which was approved by the Court on November 9, 2021, and the notice process has been
26 completed in conformity with the Settlement. The Court finds that said notice was the best notice
27 practicable under the circumstances. The Class Notice provided due and adequate notice of the
28 proceedings and matters set forth therein, informed Settlement Class members of their rights, and
fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule
of Court 3.769, and due process.

1 4. The Court finds that no Settlement Class member objected to the Settlement, that
2 no Settlement Class member opted out of the Settlement, and that the 100% participation rate in
3 the Settlement supports final approval.

4 5. The Court finds that upon satisfaction of all obligations under the Settlement and
5 this Final Approval Order, and by virtue of the Judgment entered concurrently herewith, Plaintiff
6 and every member of the Settlement Class will release all claims against the Released Parties (as
7 that term is defined in the Settlement) under California law that were asserted in the Complaint,
8 or which could have been asserted in the Action based on the facts and circumstances as alleged
9 in the Complaint, including claims for: (i) failure to pay minimum wages; (ii) failure to pay
10 overtime wages; (iii) meal period violations; (iv) rest period violations; (v) failure to timely pay
11 final wages at termination; and (vi) any claims for or under Business & Professions Code § 17200
12 based on any of the above claims, during the Class Period (collectively, the “Released Claims”).
13 The period of the Release shall extend to the limits of the Class Period.

14 6. The Court finds that, pursuant to the Settlement, and in consideration of his
15 incentive award, Plaintiff, upon satisfaction of all obligations under the Settlement and this Final
16 Approval Order, shall, by virtue of the concurrently entered Judgment, as an individual and in
17 addition to the Released Claims described above, release all claims, whether known or unknown,
18 under federal or state law against the Released Parties, through the date Plaintiff signed the
19 Settlement (“Plaintiff’s Released Claims”). Plaintiff’s Released Claims do not include any
20 workers’ compensation claims or claims for unemployment benefits, nor any other claims which
21 cannot be released as a matter of law, and that Plaintiff is not, by way of this release, releasing
22 any such claims. Plaintiff understands that this release includes unknown claims and that Plaintiff
23 is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil
24 Code with respect to Plaintiff’s Released Claims. That section provides: “A general release does
25 not extend to claims that the creditor or releasing party does not know or suspect to exist in his or
26 her favor at the time of executing the release and that, if known by him or her, would have
27 materially affected his or her settlement with the debtor or released party.”

28 ///

1 7. The Court hereby approves the settlement as set forth in the Settlement as fair,
2 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
3 terms.

4 8. For purposes of settlement only, the Court finds that: (a) the members of the
5 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
6 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
7 community of interest among members of the Settlement Class with respect to the subject matter
8 of the litigation; (c) the claims of the Class Representative are typical of the claims of the members
9 of the Settlement Class; (d) the Class Representative has fairly and adequately protected the
10 interests of the Settlement Class Members; (e) a class action is superior to other available methods
11 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
12 counsel for the Class Representative and the Settlement Class.

13 9. The Court finds that given the absence of objections, and objections being a
14 prerequisite to appeal, this Order shall be considered “Final,” and the “Final Effective Date” (as
15 defined in the Settlement) shall have occurred, as of the date this Order is entered.

16 10. The Court finds that the Settlement Awards, as provided for in the Settlement, are
17 fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
18 Settlement Awards in conformity with the terms of the Settlement.

19 11. The Court finds that an enhancement award in the amount of \$10,000 to Plaintiff
20 is appropriate for Plaintiff’s risks undertaken and his service to the Settlement Class. The Court
21 finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator
22 make this payment in conformity with the terms of the Settlement.

23 12. The Court finds that attorneys’ fees in the amount of \$166,666.67, and litigation
24 costs of \$19,665.03 for Class Counsel, are fair, reasonable, and adequate in light of the common
25 fund created by the Settlement, and orders that the Settlement Administrator distribute these
26 payments to Class Counsel in conformity with the terms of the Settlement.

27 ///

28 ///

1 13. The Court orders that the Settlement Administrator shall be paid \$4,500.00 from
2 the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work
3 done and to be done until the completion of this matter, and finds that sum appropriate.

4 14. This Court will retain jurisdiction to enforce the Settlement, this Final Approval
5 Order, and the Judgment entered concurrently herewith.

6 15. Plaintiff shall file a disbursement declaration on or before February 14, 2023. A
7 Non-Appearance Case Review regarding the disbursement of Settlement funds is hereby set for
8 08/14/2023, 2023 at 10:00 a.m./p.m.

9 **IT IS SO ORDERED.**



10 **Amy D. Hogue**

11 Dated: 06/17/2022

12 Amy D. Hogue / Judge

13 Honorable Amy D. Hogue
14 Judge of the Superior Court