

FILED
Superior Court of California
County of Los Angeles

08/30/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: A. He Deputy

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Neil M. Larsen (SBN 276490)
nlarsen@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MARIA CEBALLOS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

FLAIR CLEANERS, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No. 20STCV28196

*[Assigned for all purposes to the
Honorable Stuart M. Rice, Dept. SSC-1]*

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

Date: August 30, 2022

Time: 10:30 a.m.

Dept: SSC-1

Complaint Filed: July 23, 2020

Trial Date: None set.

Electronically Received 08/05/2022 10:53 AM

1 **ORDER**

2 The Motion of Plaintiff Maria Ceballos (“Plaintiff”) for Final Approval of Class Action
3 Settlement, Class Representative Enhancement Award, and Attorneys’ Fees and Costs (“Final
4 Approval Motion”) came on regularly for hearing before this Court on August 30, 2022 at 10:30
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 (“Settlement
7 Agreement” or “Settlement”), and the documents and evidence presented in support thereof, and
8 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
9 prosecution, and the substantial benefits to be received by the Settlement Class pursuant to the
10 Settlement, the Court hereby makes a final ruling that the Settlement is fair, reasonable, and
11 adequate, and is the product of good faith, arm’s-length negotiations between the parties. Good
12 cause appearing therefor, the Court hereby GRANTS Plaintiff’s Final Approval Motion and
13 hereby ORDERS the following:

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

16 All current and former non-exempt employees who are or were employed
17 by Defendant Flair Cleaners, Inc. in the State of California at any time
18 between April 6, 2016 and December 23, 2021 (the “Class Period”).

19 2. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines, Sean M.
20 Blakely, and Neil M. Larsen of Haines Law Group, APC are hereby confirmed as Class Counsel.

21 3. Notice was provided to Settlement Class members as set forth in the Settlement,
22 which was approved by the Court on March 15, 2022, and the notice process has been completed
23 in conformity with the Settlement. The Court finds that said notice was the best notice practicable
24 under the circumstances. The Class Notice provided due and adequate notice of the proceedings
25 and matters set forth therein, informed Settlement Class members of their rights, and fully
26 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of
27 Court 3.769, and due process.

28 ///

///

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 hereby approves the settlement as set forth in the Settlement as fair,
5 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
6 terms.

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

16 7. The Court finds that given the absence of objections to the Settlement, this Order
17 shall be considered final as of the date of entry.

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

21 9. The Court orders that the Gross Settlement Amount of \$540,000.00 shall be
22 deposited by Defendant Flair Cleaners, Inc. with the Settlement Administrator, Phoenix
23 Settlement Administrators, within fifteen (15) business days of the Final Effective Date.

24 10. The Court finds that an enhancement award in the amount of \$7,500.00 to Plaintiff
25 is appropriate for Plaintiff's risks undertaken and her service to the Settlement Class. The Court
26 finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator
27 make this payment in conformity with the terms of the Settlement.

28

1 11. The Court finds that attorneys' fees in the amount of \$180,000.00, and litigation
2 costs of \$10,423.23 for Class Counsel, are fair, reasonable, and adequate in light of the common
3 fund created by the Settlement, and orders that the Settlement Administrator distribute these
4 payments to Class Counsel in conformity with the terms of the Settlement.

5 12. The Court orders that the Settlement Administrator shall be paid \$8,750.00 from
6 the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work
7 done and to be done until the completion of this matter, and finds that sum appropriate.

8 13. The Court finds that the payment to the California Labor & Workforce
9 Development Agency ("LWDA") in the amount of \$22,500.00 for its share of the settlement of
10 Plaintiff's representative claim under the PAGA is fair, reasonable, and adequate, and orders the
11 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
12 of the Settlement.

13 14. This Court orders that any settlement checks shall be negotiable for 180 calendar
14 days from the date of issuance of the check, and that any settlement checks that remain uncashed
15 after 180 days after they are mailed shall be placed in a *cy pres* fund and awarded to Baby2Baby,
16 located at 5830 W. Jefferson Blvd., Los Angeles, California 90016.

17 15. Plaintiff shall file a disbursement declaration on or before May 26, 2023. A Non-
18 Appearance Case Review regarding the filing of a disbursement declaration is hereby set for
19 Tue, 2023 at 1:00 a.m./p.m.

20 **IT IS SO ORDERED.**

21 Dated: 08/30/2022



22 *Stuart M. Rice*

23 Stuart M. Rice / Judge

24 Honorable Stuart M. Rice
25 Judge of the Superior Court