

FILED
Superior Court of California
County of Los Angeles

07/25/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

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

ALI BARARSANI, as an individual)	Case No.: 20STCV33697
and on behalf of all others))
similarly situated,))
))
Plaintiffs,))
)	JUDGMENT
vs.))
))
CAL MUTUAL INC., a California))
corporation; CALIFORNIAN))
ESTATES INC.; and DOES 1))
through 50, inclusive,))
))
Defendants.))
))
_____))

The Court finds as follows:

A. The Court granted preliminary approval of the Amended Settlement Agreement attached to Plaintiff's Notice of Amended Stipulation of Class and Representative Action Settlement

1 ("Settlement Agreement") and certified a provisional settlement
2 class on March 9, 2023.

3 B. The Court granted final approval of the Settlement
4 Agreement on July 25, 2023, certified the settlement class with
5 no opt-outs, and found that the Settlement Agreement was fair,
6 adequate and reasonable.

7 C. The Court defined the following:

8 The "Settlement Class": All individuals who were
9 classified by Defendants as real estate agents and/or signed
10 Defendants' independent contractor agreements and worked in the
11 State of California as sales associates for and/or on behalf of
12 Defendants from April 6, 2016, to the date of preliminary
13 approval of class action settlement (the "Class Period"), and
14 who have not signed an agreement to arbitrate the claims in this
15 matter on an individual basis and have not signed class waivers
16 applicable to this matter; excluding putative members who file a
17 valid and timely Request for Exclusion with the Claims
18 Administrator. (§10)

19 "Class Period": April 6, 2016, to the date of preliminary
20 approval of settlement. (§10)

21 IT IS ORDERED, ADJUDGED AND DECREED as follows:

22 1. Plaintiffs Ali Bararsani, as an individual and on
23 behalf of all others similarly situated, shall take from
24 Defendants Cal Mutual Inc., a California corporation, and
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1 Californian Estates Inc., as set forth in the Parties'
2 Settlement Agreement and the Court's Approval Order entered July
3 25, 2023.

4 2. Defendants must pay Plaintiffs the Gross Settlement
5 Amount (GSA) of \$45,000. The Net Settlement Amount is the GSA
6 minus the following:

7 a. \$6,750 (15%) for attorney fees to Class Counsel,
8 Kesselman, Brantly & Stockinger LLP (50%) and Hyun Legal, APC
9 (50%) (¶26);

10 b. \$2,400 for litigation costs to Class Counsel
11 (Ibid.);

12 c. \$3,000 for a service award to the named
13 Plaintiff, Ali Bararsani (¶27);

14 d. \$4,550 for settlement administration costs to
15 Phoenix Settlement Administrators (¶31.c).

16 No part of Member Payments shall be classified as wages.
17 (¶33.a)

18 3. In exchange for the consideration, undertakings, and
19 covenants agreed to by Defendants in this Agreement, and to the
20 extent permitted by applicable law, the Settlement Class
21 (including, without limitation, the Named Plaintiff) hereby
22 releases, discharges Defendants, and all of their respective
23 past and present directors, officers, representatives, insurers,
24 parents, and all of their respective past and present directors,
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1 officers, representatives, insurers, parents, and subsidiaries
2 (individually and collectively "the Defendants' Releasees") with
3 respect to all actions, causes of action, suits, liabilities,
4 claims, and demands whatsoever, and each of them, that were
5 asserted in the Complaint arising from Defendants' alleged
6 violation of Labor Code § 2802 for failure to reimburse business
7 expenses and violation of Business & Professions Code § 17200,
8 et seq., based on said violations of Labor Code § 2802 (the
9 "Settlement Class Released Claims"), that arose during the Class
10 Period. The release contained in this paragraph becomes
11 effective on the date which Defendants fully funds the
12 settlement per the terms of this Agreement. (§47)

14 4. All uncashed settlement funds, plus interest, must be
15 paid to CASA of Los Angeles, a *cy pres*.

16 5. Pursuant to California Rules of Court, Rule 3.769(h),
17 the Court retains jurisdiction over the parties with respect to
18 enforcement of this Judgment under California Code of Civil
19 Procedure Section 664.6.

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1 CLERK TO GIVE NOTICE.

2 DATED: July 25, 2023



Yvette M. Palazuelos

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4 YVETTE M. PALAZUELOS
5 JUDGE OF THE SUPERIOR COURT
6 Yvette M. Palazuelos / Judge
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