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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

NOEMI SERVIN, as an individual and on behalf of all similarly situated employees;

Plaintiff,

v.

ABRAZAR, INC.; and DOES 1 to 50, inclusive,

Defendants.

CASE NO: 30-2022-01250064-CU-OE-CXC

[Assigned for all purposes to the Honorable Randall J. Sherman, Department CX105]

**~~AMENDED~~ [PROPOSED] ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FINAL
JUDGMENT
ROA #86**

Date: March 22, 2024

Time: 10:00 a.m.

1 On March 22, 2024, the Court held a hearing on Plaintiff Noemi Servin’s (“Plaintiff”)
2 Motion for Final Approval of Class Action Settlement and Attorneys’ Fees and Costs between
3 Plaintiff and Defendant Abrazar, Inc. (“Defendant”).

4 Due and adequate notice having been given to Class Members, and the Court having
5 considered the Class Action Settlement (the “Settlement” or “Settlement Agreement”), all of the
6 legal authorities and documents submitted in support thereof, all papers filed and proceedings had
7 herein, all oral and written comments received regarding the proposed settlement, and having
8 reviewed the record in this litigation, and good cause appearing, the Court GRANTS final
9 approval of the Settlement and ORDERS AND MAKES THE FOLLOWING FINDINGS AND
10 DETERMINATIONS AND ENTERS FINAL JUDGMENT AS FOLLOWS:

11 1. All terms used in this Order Granting Final Approval of Class Action Settlement and Final
12 Judgment (the “Order and Judgment”) shall have the same meanings given as those terms are used and/or
13 defined in the parties’ Settlement Agreement.

14 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
15 jurisdiction to approve this Settlement and all exhibits thereto.

16 3. For settlement purposes only, the Court finally certifies the Settlement Class, as defined in
17 the Agreement, and as follows:

18 *All individuals who worked for Defendant in California as non-exempt employees who*
19 *worked at least one shift during the period from March 15, 2018, through October 31,*
20 *2022 (the “Class Period”). The PAGA Settlement Class is defined as All individuals*
21 *who worked for Defendant in California as a non-exempt employee who worked one or*
22 *more workweeks during the period from October 25, 2020, through October 31, 2022*
23 *(the “PAGA Period”).*

24 4. The Court has held a Final Approval and Fairness Hearing and enters a final order and
25 judgment certifying the Settlement Class and approving this Settlement Agreement, as amended. The
Judgment will be posted on the Settlement Administrator’s website available at
<https://www.phoenixclassaction.com/class-action-lawsuits/judgments/> and will be available for 180 days

1 after the distribution of the settlement checks.

2 5. The Court is satisfied that Phoenix Class Action Administration Solutions (“Phoenix”),
3 which functioned as the Settlement Administrator, completed the distribution of Class Notice to the Class
4 in a manner that complies with California Rule of Court 3.766. The Class Notice informed the Class
5 Members of the Settlement terms, their rights to do nothing and receive their settlement share, their rights
6 to submit a request for exclusion, their rights to comment on or object to the Settlement, and their rights
7 to appear at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate
8 periods of time to respond and to act were provided by each of these procedures.

9 6. Not a single Class Member filed or submitted a written objection to the Settlement as part
10 of this notice process.

11 7. Phoenix has only received five (5) valid Requests for Exclusion from Albert Duprat,
12 Hector Martinez, Martin Salvatierra, Martha V. Sanchez, and Juan Villalobos, who are excluded from
13 this settlement and are not bound by the terms of the settlement agreement. However, they are bound by
14 the PAGA release notwithstanding opting out from the settlement.

15 8. Not a single Class Member has disputed the settlement share.

16 9. The Court hereby approves the terms set forth in the Settlement Agreement and finds that
17 the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and compliant with
18 all applicable requirements of the California Code of Civil Procedure, the California and United States
19 Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable
20 law, and in the best interests of each of the Parties and Class Members.

21 10. The Court directs the Parties to effectuate the Settlement Agreement according to its terms
22 and declares the Settlement Agreement to be binding on all Participating Class Members.

23 11. The Court finds that the Settlement Agreement has been reached as a result of informed
24 and non-collusive arm’s-length negotiations. The Court further finds that the Parties have conducted
25 extensive investigation and research, and their attorneys were able to reasonably evaluate their respective
positions.

12. The Court also finds that Settlement now will avoid additional and potentially substantial
litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally,

1 after considering the monetary recovery provided as part of the Settlement considering the challenges
2 posed by continued litigation, the Court concludes that Class Counsel secured significant relief for Class
3 Members.

4 13. The Court appoints Plaintiff Noemi Servin as Class Representative and finds her to be
5 adequate.

6 14. The Court appoints Kevin Mahoney and Laura Theriault of Mahoney Law Group APC
7 and Amir H. Seyedfarshi of Employment Rights Lawyers, APC. as Class Counsel, and finds each of
8 them to be adequate, experienced, and well-versed in similar class action litigation.

9 15. The terms of the Agreement, including the gross settlement amount of **\$350,000.00**, and
10 the individual Settlement Shares, are fair, adequate, and reasonable to the Class and to each Class
11 Member, and the Court grants final approval of the Settlement set forth in the Agreement, subject to this
12 Order and Judgment. The Court approves the following allocations, which fall within the ranges
13 stipulated by and through the Settlement Agreement:

- 14 a. The **\$8,950.00** designated for payment to Phoenix, the Settlement Administrator, is fair
15 and reasonable. The Court grants final approval of, and orders the Parties to make, the
16 payment to the Settlement Administrator in accordance with the Agreement.
- 17 b. The **\$116,666.66** requested by Plaintiff and Class Counsel for the Class Counsel's
18 attorneys' fees is fair and reasonable considering the benefit obtained for the Class. The
19 Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be
20 made in accordance with the Agreement.
- 21 c. The Court awards **\$13,317.89** in litigation costs, an amount which the Court finds to be
22 reflective of the reasonable costs incurred. The Court grants final approval of and orders
23 the Class Counsel Litigation Expenses Payment in this amount to be made in accordance
24 with the Agreement and divided between counsel in proportion with their respective costs
25 and expenditures.
- d. The \$5,000.00 awarded to ~~**\$10,000.00**~~ requested by Plaintiff for her Class Representative
Payment is fair and reasonable. The Court grants final approval of and orders the Class
Representative Payment to be made ~~in accordance with the Agreement.~~

1 e. The Court grants final approval of the **\$7,500.00** PAGA payment to the LWDA and
2 **\$2,500.00** payment to the PAGA Settlement Class and orders the payments to be made in
3 accordance with the Agreement.

4 16. The Court orders the Parties to comply with and carry out all terms and provisions of the
5 Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order and
6 Judgment, in which case the provisions of this Order and Judgment shall take precedence and supersede
7 the Settlement.

8 17. Nothing in the Settlement or this Order and Judgment purports to extinguish or waive
9 Defendant's rights to continue to oppose the merits of the claims in this Action or class treatment of these
10 claims in this case if the Settlement fails to become final or effective, or in any other case without
11 limitation. The Settlement is not an admission by Defendant, nor is this Order and Judgment a finding of
12 the validity of any allegations against Defendant in the Court proceeding or any wrongdoing by
13 Defendant. Neither the Settlement nor this Order and Judgment is a finding that certification of the Class
is proper for any purpose or proceeding other than for settlement purposes.

14 18. All Participating Class Members shall be bound by the Settlement and this Order and
15 Judgment, including the Release of Claims in favor of Defendant and the other Released Parties as set
16 forth in the Agreement, ~~and are permanently barred and enjoined from prosecuting against Defendant and
the other Released Parties any and all of Class Members' Released Claims as defined in the Agreement.~~

17 19. Plaintiff is bound by the release of claims against Defendant and the other Released
18 Parties as set forth in the Settlement Agreement and is permanently barred from prosecuting against
19 Defendant and the other Released Parties any and all of Plaintiff's Released Claims as defined in the
20 Agreement.

21 20. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
22 provided in the Settlement Agreement.

23 21. The Court approves the one hundred eighty (180) day period for cashing of checks. Any
24 funds associated with stale checks that have not been cashed within one hundred eighty days (180) days
25 will be distributed to the California Controller's Unclaimed Property Fund in the name of the Class
Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil

1 Procedure Section 384, subd. (b).

2 22. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
3 purposes of implementing the terms of the settlement, such as requiring the filing of a final report on
4 distributions made to the Class Members, enforcing the Settlement Agreement, addressing settlement
5 administration matters, and addressing such post-Judgment matters as may be appropriate under court
6 rules or applicable law.

7 23. Plaintiff or the Settlement Administrator shall file with the Court a report regarding the
8 status of distribution within sixty (60) days after all funds have been distributed.

9 24. A Final Accounting is set for January 10 ~~16~~, 2025, at 10:00 a.m. in Department CX105,
10 with a final report to be submitted by counsel in the form of an Administrator Declaration at least 16
11 calendar days prior to the hearing regarding the status of the settlement administration. The final report
12 must include all information necessary for the Court to determine the total amount actually paid to Class
13 Members and the status and amount of any unclaimed funds.

14 25. This Final Judgment is intended to be a final disposition of the above captioned action in
15 its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes all
16 claims released by the Settlement Agreement, against Defendant.

17 Approved by Defendant:

18 DATED: January 24, 2024

19 SHAUN J. VOIGT
20 JOHN A. MAVROS
21 Attorneys for Defendant
22 ABRAZAR, INC.

23 **IT IS HEREBY ORDERED, ADJUDGED, and DECREED.**

24 DATED: **March 22, 2024**



25 HON. RANDALL J. SHERMAN
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA