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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

VALERIE MAE LUNA on behalf of herself,
all others similarly situated, and on behalf of
the general public,

Plaintiffs,

v.

ACCU BIO-CHEM LABORATORIES; and
DOES 1-100,

Defendants.

Case No. 22STCV35014

*[Assigned for All Purposes to the
Honorable Elihu M. Berle, Dept.6]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF VALERIE MAE LUNA’S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT, ATTORNEYS’ FEES AND
COSTS, SERVICE AWARD PAYMENT,
ADMINISTRATION COSTS, LWDA
PAYMENT**

Date: June 13, 2023
Time: 9:00 a.m.

Date File: November 3, 2022
Trial Date: None Set

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action and
3 representative action (the “Action”). Plaintiff Valerie Mae Luna has applied to this Court for an
4 order finally approving the settlement of the Action in accordance with the Class Action and
5 PAGA Settlement Agreement and Class Notice (the “Agreement” or “Settlement Agreement”),
6 which together with the exhibit annexed thereto, sets forth the terms and conditions for a proposed
7 settlement and entry of judgment upon the terms and conditions set forth therein. The Court has
8 read and considered the Memorandum of Points and Authorities in Support of Plaintiff’s Motion
9 for Final Approval of Class and PAGA Settlement, Attorneys’ Fees and Costs, Service Award
10 Payment, Administration Costs, LWDA Payment, and Entering of Final Judgment, and the
11 declarations submitted therewith. For purposes of this Order, the Court adopts all defined terms as
12 set forth in the Agreement.

13 **II. FINDINGS**

14 After review and consideration of the Agreement and Plaintiff’s motion for final approval
15 and the papers in support thereof, the Court hereby finds and orders as follows:

16 1. The Court has jurisdiction over the claims of the Class Members asserted in this
17 proceeding and over all parties to the proceeding.

18 2. The “Class” or “Class Members” are defined to include: “All individuals who
19 worked for Accu Bio-Chem Laboratories as non-exempt hourly employees in California at any
20 time during the Class Period.” The Class Period is November 3, 2018, to August 19, 2023.

21 3. The “PAGA Aggrieved Employees” are defined to include: “All individuals who
22 worked for Defendant as non-exempt hourly employees in California during the PAGA Period.”
23 The PAGA Period is October 24, 2021, to August 19, 2023.

24 4. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
25 Court Approval (“Class Notice”) was mailed by first-class U.S. mail to all Class Members in
26 English and Spanish. The Class Notice informed the Class of the material terms of the settlement,
27 of their right to receive a *pro rata* portion of the Net Settlement Amount, of their right to request

1 exclusion from the settlement, of their right to comment upon or object to the settlement and to
2 appear in person or through counsel at the Final Approval Hearing and of the date set for the Final
3 Approval Hearing. Adequate periods of time were provided by each of these procedures.

4 5. In response to the Class Notice, no member of the Class submitted a written
5 objection to the settlement or stated an intention to appear at the Final Approval Hearing. No
6 members of the Class requested to be excluded from the settlement. No member of the Class
7 submitted a dispute regarding the number of workweeks credited to him or her.

8 **III. ORDER**

9 The Court having considered the papers submitted in support of the motion for preliminary
10 approval, HEREBY ORDERS THE FOLLOWING:

11 1. The Court finds that the applicable requirements of California Code of Civil
12 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
13 to the Class and the settlement. The Court hereby makes final its earlier provisional certification
14 of the Class for settlement purposes, as set forth in the Preliminary Approval Order.

15 2. The Court finds and determines that this notice procedure afforded adequate
16 protections to Class Members and provides the basis for the Court to make an informed decision
17 regarding approval of the settlement based on the Class Members' response. The Court finds and
18 determines that the Class Notice was the best notice practicable under the circumstances, and
19 satisfied the requirements of law and due process.

20 3. The Court further finds and determines that the terms of the settlement are fair,
21 reasonable and adequate to the Class and to each Class Member.

22 4. Pursuant to California law, the Court hereby grants final approval of the settlement.
23 The Court finds that it appears that the settlement was reached as a result of informed and non-
24 collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds that
25 it appears that the Parties conducted extensive investigation, research, and discovery and that their
26 attorneys were able to reasonably evaluate their respective positions. The Court also finds that
27 settlement will enable the Parties to avoid additional and potentially substantial litigation costs,

1 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
2 considered the absence of objections to and requests for exclusion from the settlement, reviewed
3 the monetary recovery provided as part of the settlement, and recognizes the significant value
4 accorded to the Class. Accordingly, the Court hereby approves the terms set forth in the
5 Settlement Agreement and finds that the settlement is, in all respects, fair, adequate, and
6 reasonable, and directs the Parties to effectuate the settlement according to its terms.

7 5. A full opportunity has been afforded to the Class Members to participate in the
8 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
9 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
10 the settlement. Accordingly, the Court determines that all Class Members who did not submit a
11 valid and timely Request for Exclusion from the Settlement (“Participating Class Members”) are
12 bound by this Order.

13 6. In exchange for a portion of the Net Settlement Amount, all Participating Class
14 Members will be bound by the following release: “All Participating Class Members, on behalf of
15 themselves and their respective former and present representatives, agents, attorneys, heirs,
16 administrators, successors and assigns, release the Released Parties from (i) all claims that were
17 alleged, or reasonably could have been alleged, based on the facts stated in the Operative
18 Complaints, including, e.g., 1) Failure to Pay All Straight Time Wages; 2) Failure to Pay All
19 Overtime Wages; 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, IWC Wage Order
20 No. 4-2001(11); Cal. Code Regs., tit. 8 § 11090); 4) Failure to Authorize and Permit Rest Periods
21 (Lab. Code § 226.7; IWC Wage Order No. 4-2001(12); Cal. Code Regs. tit. 8 § 11040); 5)
22 Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions
23 (Lab. Code §§ 226, 1174, 1175); 6) Waiting Time Penalties; 7) Violation of Unfair Competition
24 Law (Bus. & Prof. Code § 17200, et seq.); and 8) Failure to adopt a compliant sick pay/paid time
25 off policy (Lab. Code §§233, 234, 246). This release will be for the Class Period. Except as set
26 forth in Section 5.3 of this Agreement, Participating Class Members do not release any other
27 claims, including claims for vested benefits, wrongful termination, violation of the Fair

1 Employment and Housing Act, unemployment insurance, disability, social security, workers'
2 compensation or claims based on facts occurring outside the Class Period.”

3 7. In exchange for a portion of the PAGA Payment, all Aggrieved Employees will be
4 bound by the following release: “All Aggrieved Employees are deemed to release, on behalf of
5 themselves and their respective former and present representatives, agents, attorneys, heirs,
6 administrators, successors and assigns, the Released Parties from all claims for PAGA penalties
7 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
8 Complaints, and the PAGA Notice. This release will be for the PAGA Period.”

9 8. The Court hereby confirms David Mara and Jill Vecchi of Mara Law Firm, PC, as
10 Class Counsel in this action.

11 9. The Court hereby confirms Plaintiff Valerie Mae Luna as the Class Representative
12 in this action.

13 10. The Court finds and determines that the individual settlement payments provided
14 for by the terms of the Settlement Agreement to be paid to the Participating Class Members are
15 fair and reasonable. The Court hereby gives final approval to and orders the payment of those
16 amounts be made to the Participating Class Members in accordance with the terms of the
17 Settlement Agreement.

18 11. The Court finds and determines the Service Award Payment in the sum of \$10,000
19 to Plaintiff Valerie Mae Luna is fair and reasonable. The Court hereby orders the Settlement
20 Administrator to make the payment to the Plaintiff/Class Representative Valerie Mae Luna in the
21 amount of \$10,000 for the Service Award Payment in accordance with the terms of the Settlement
22 Agreement.

23 12. The Court finds and determines that the payment to the Settlement Administrator,
24 APEX Class Action Administration, in the sum of \$5,990 for its fee and expenses incurred and
25 to be incurred for the notice and settlement administration process is fair and reasonable. The
26 Court hereby orders the Settlement Administrator to make payment to itself in the amount of
27 \$5,990 for Administration Costs in accordance with the terms of the Settlement Agreement.

1 13. Pursuant to the terms of the settlement, and the authorities, evidence and argument
2 submitted by Class Counsel, the Court hereby approves of an attorneys' fee award in the sum of
3 \$78,325.50 and a Cost Award of \$12,010.66 to Class Counsel. The Court finds such amounts to
4 be fair and reasonable. The Court hereby orders the Settlement Administrator to make payment
5 to Class Counsel in the amount of \$78,325.50 for attorneys' fees and \$12,010.66 for litigation
6 expenses in accordance with the terms of the Settlement Agreement.

7 14. The Court finds and determines that the payment to the Labor and Workforce
8 Development Agency ("PAGA Payment"), in the sum of \$18,750 (which is 75% of \$25,000
9 allocated to claims under the Private Attorneys General Act of 2004, is fair and reasonable. The
10 Court hereby orders the Settlement Administrator to make the payment to the LWDA in the
11 amount of \$18,750 for the PAGA payment in accordance with the terms of the Settlement
12 Agreement. The Court further orders that the remaining amount of \$6,250 be distributed to
13 Aggrieved Employees in accordance with the terms of the Settlement Agreement.

14 15. Neither Defendant nor any related persons or entities shall have any further liability
15 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except
16 as provided for by the Settlement Agreement.

17 16. The Court finds and determines that the release contained in the Settlement
18 Agreement is appropriate and shall bind all Participating Class Members.

19 17. Nothing in this Final Approval Order and Judgment shall preclude any action to
20 enforce the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Final
21 Approval Order and Judgment, including the requirement that Defendant make payments to
22 Participating Class Members in accordance with the Settlement Agreement.

23 18. The Court finds and determines that nothing in the Settlement Agreement or this
24 Final Approval Order and Judgment (1) is intended or will be construed as an admission of
25 liability or wrongdoing by Defendant or (2) may be offered in evidence against Defendant (other
26 than solely in connection with this settlement).

27 19. The Court hereby enters final judgment in this action in accordance with the terms

1 of the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and
2 Judgment.

3 20. The Court sets a Non-Appearence Case Review Re: Final Accounting for
4 _____ in Department 6 at Spring Street
5 Courthouse. This is to confirm that distribution efforts are fully completed, including the
6 distribution of uncashed Participating Class Member checks to State Controller’s Office
7 Unclaimed Property Fund in the names of the applicable payees, that the Administrator’s work is
8 complete, and that the Court’s file thus may be closed. All supporting papers must be filed at least
9 10 days before the Non-Appearence Case Review.

10 21. The Parties shall bear their own costs and attorneys’ fees except as otherwise
11 provided for by the Settlement Agreement and this Final Approval Order and Judgment.

12 22. Without affecting the finality of this Final Approval Order and Judgment in any
13 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
14 implementation, effectuation and enforcement of this order and the Settlement.

15 **IT IS SO ORDERED.**

16
17 Dated: _____, 2024

By _____
Honorable Elihu M. Berle
Los Angeles Superior Court Judge