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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**
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11 PIERRE REDMOND, as an individual and on
behalf of all others similarly situated,

12 Plaintiff,

13 v.

14 FISHER TANK COMPANY, a corporation;
and DOES 1 through 50, inclusive,

15 Defendants.
16

Case No.: 23STCV06591

[Assigned for all purposes to Hon. Carolyn B.
Kuhl, Dept. 12]

**NOTICE OF ORDER GRANTING
PLAINTIFF PIERRE REDMOND'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Final Approval Hearing

Date: July 15, 2025

Time: 10:30.

Place: Department 12

1 **TO THE PARTIES AND ALL COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that on February 13, 2025, the Court issued an Order and set
3 a Final Approval Hearing in the above-referenced action. Copies of the Court's Order is
4 attached hereto as **Exhibit A**.

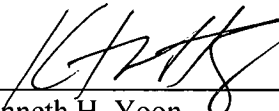
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6 Dated: February 13, 2025

YOON LAW, APC

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Kenneth H. Yoon
Attorneys for Plaintiff Pierre Redmond

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EXHIBIT A

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FILED
Superior Court of California
County of Los Angeles

02/13/2025

David W. Stryba, Executive Officer / Clerk of Court

By: L. M Greené Deputy

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

PIERRE REDMOND, as an individual and on behalf of all others similarly situated,

Plaintiff,

v.

FISHER TANK COMPANY, a corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 23STCV06591

[Assigned for all purposes to Hon. Carolyn B. Kuhl, Dept. 12]

~~PROPOSED~~ ORDER GRANTING PLAINTIFF PIERRE REDMOND'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

Date: February 13, 2025
Time: 10:00 a.m.
Place: Department 12

1 **ORDER**

2 WHEREAS, Plaintiff Pierre Redmond (“Plaintiff” or “Class Representative”), individually
3 and on behalf of all others similarly situated, has filed an unopposed Motion for Preliminary
4 Approval of Class and PAGA Action Settlement (“Unopposed Motion for Preliminary Approval”) in
5 requesting an order preliminarily approving the settlement of the above-entitled action (“Action”) in
6 accordance with the Class Action and PAGA Settlement Agreement (the “Settlement”), entered into
7 by Plaintiff and Defendant Fisher Tank Company (collectively “Defendant”) (Plaintiff and
8 Defendant shall sometimes be collectively referred to herein as the “Parties”).

9 The Court having considered all papers filed and proceedings herein and otherwise being
10 fully informed of the premises and good cause appearing therefore,

11 NOW, THEREFORE, IT IS HEREBY ORDERED ADJUDGED, AND DECREED THAT:

12 1. This Preliminary Approval Order incorporates by reference the definitions in the
13 settlement and all terms defined therein shall have the same meaning in this Order.

14 2. The settlement is hereby PRELIMINARILY APPROVED as it appears to the Court
15 on a preliminary basis that (a) the settlement is fair, adequate and reasonable; (b) the Gross
16 Settlement Amount and Net Settlement Amount are fair, adequate and reasonable when balanced
17 against the probable outcome of further litigation relating to liability and damages issues;
18 (c) extensive and costly investigation and research have been conducted such that the Parties’
19 respective counsel at this time are able to reasonably evaluate their respective positions;
20 (d) settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the
21 delay and risks that would be presented by the further prosecution of the Action; and (e) the
22 settlement has been reached as the result of intensive, serious and non-collusive, arms-length
23 negotiations.

24 3. The Court finds preliminarily, and for purposes of proceeding pursuant to California
25 Code of Civil Procedure § 382 for approval of the Settlement only, that Class Members are
26 ascertainable and sufficiently numerous that joinder of all Class Members is impracticable, there are
27 questions of law and fact common to the Class that predominate over any questions affecting only
28 individual Class Members, Plaintiff’s claims are typical of those in the Class, class certification is a

1 superior method for implementing the Settlement and adjudicating this Action in a fair and efficient
2 manner, the Class Representative can fairly and adequately protect the Class’s interests, and Class
3 Counsel are qualified to serve as counsel for the Plaintiff in both individual and representative
4 capacities and for the Class.

5 4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby
6 conditionally certifies the “ Class” and preliminarily approves the definition of the “Class Period.”

7 5. The Court hereby preliminarily appoints Kenneth Yoon and Stephanie Yasuda, Yoon
8 Law, APC as Class Counsel for settlement purposes only. Class Counsel are authorized to act on
9 behalf of the Class Members with respect to all acts or consents required by, or which may be given
10 pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement.
11 Any Class Member may enter an appearance through counsel of such individual’s own choosing and
12 at such individual’s own expense. Any Class Member who does not enter an appearance or appear
13 on his or her own will be represented by Class Counsel.

14 6. The Court hereby preliminarily appoints and designates Plaintiff for all purposes, as
15 the Class Representative of the Class.

16 7. Should, for whatever reason, the Settlement not become final, the fact that the Parties
17 were willing to stipulate to certification of the Class as part of the Settlement shall have no bearing
18 on, nor be admissible in connection with, the issue of whether a class should be certified in a non-
19 settlement context.

20 8. The Court hereby preliminarily approves the definition and disposition of the Gross
21 Settlement Amount and Net Settlement Amount and related matters provided for in the settlement.

22 9. The Court finds on a preliminary basis that the settlement appears to be within the
23 range of reasonableness of a settlement that could ultimately be given final approval by this Court.
24 The Court has reviewed the monetary recovery that is being granted as part of the Settlement and
25 recognizes its significant value to the Class.

26 10. The Court hereby preliminarily approves Class Counsel Fees Payment in the amount
27 of \$68,250.00, actual litigation expenses (no more than \$15,000.00), Class Representative Service
28 Payment to Plaintiff in the amount of \$15,000.00, actual Administrator Expenses Payment (no more

1 than \$4,000.00) and the PAGA Penalties of \$5,600.00 (\$4,200.00 of which is being awarded to the
2 State of California).The Court hereby approves, as to form and content, the Class Notice to be
3 distributed to Class Members attached as **Exhibit A** to the Agreement.

4 11. The Court finds that distribution of the Class Notice, substantially in the manner and
5 form set forth in the settlement and this Order, meets the requirements of due process, is the best
6 notice practicable under the circumstances, and shall constitute due and sufficient notice to all
7 persons entitled thereto.

8 12. The Court hereby appoints Apex Class Action LLC, as Administrator and hereby
9 directs (a) Defendant to provide to the Settlement Administrator within fourteen (14) calendar days
10 of this Order the Class Data containing the information required in the Agreement and (b) the
11 Administrator to mail or cause to be mailed to Class Members the Class Notice, by first class mail
12 within three (3) business days of receipt of the class list and using the procedures set forth in the
13 Agreement. Class Members who wish to participate in and be bound by the settlement do not need
14 to do anything.

15 13. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid from
16 the Gross Settlement Amount, including the cost of searching for Class Members' addresses as
17 provided in the settlement. All other reasonable costs of the Administrator shall also be paid from
18 the Gross Settlement Amount as provided in the Settlement.

19 14. A "Final Approval Hearing" shall be held before this Court on February 14, 2025,
20 at 10:00 am/pm in Department 12 of the above-referenced Court, located at located at Spring
21 Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012, to determine all necessary
22 matters concerning the terms of the Settlement.

23 15. Pending the Final Approval Hearing, all proceedings in this Action, other than
24 proceedings necessary to carry out or enforce the terms of the Agreement and this Order, are hereby
25 stayed.

26 16. If any Class Member decides to participate in the Settlement and become a
27 Participating Class Member but disagrees with Defendant's records as to his or her employment
28 information during the Class Period as reflected in the Class Notice, the Participating Class Member

1 shall have an opportunity to challenge the information by following the instructions that are set forth
2 in the Agreement and Class Notice, within the required time period described therein. In the event
3 of a challenge, it shall be resolved pursuant to the procedures set out in the Class Notice.

4 17. Any Class Member may choose to opt-out of and be excluded from the Class by
5 following the instructions for submitting a request for exclusion from the Class that are set forth in
6 the Agreement and Class Notice, within the required time period described therein. Any such person
7 who chooses to opt-out of and be excluded from the Class will not be entitled to any recovery under
8 the settlement (excepting the Released PAGA Claims) and will not be bound by the settlement or
9 have any right to object, appeal or comment thereon. Each Class Member who has not requested
10 exclusion/opted-out shall be a Participating Class Member and bound by all determinations of the
11 Court, the Settlement and the final judgment.

12 18. Any Participating Class Member may object to or submit comments by following the
13 instructions for filing and serving objections or comments that are set forth in the Agreement and
14 Class Notice, within the required time period described therein. The Court shall retain final authority
15 with respect to the consideration and admissibility of any objections. Any Participating Class
16 Member who objects to the settlement shall be bound by the order of the Court. It is further ordered
17 that pending further order of this Court, all proceedings in this matter except those contemplated
18 herein and as part of the settlement are stayed.

19 19. The settlement is not a concession or admission, and shall not be used against the
20 Released Parties as an admission or indication with respect to any claim of any fault or omission by
21 the Releasees or any Cross-Defendant. Whether or not the settlement is finally approved, neither the
22 settlement, nor any document, statement, proceeding or conduct related to the settlement, nor any
23 reports or accounts thereof, shall in any event be: (a) construed as, offered or admitted in evidence
24 as, received as or deemed to be evidence for any purpose adverse to the Released Parties or any
25 Cross-Defendant, including, but not limited to, evidence of a presumption, concession, indication or
26 admission by the Released Parties of any liability, fault, wrongdoing, omission, concession or
27 damage; or (b) disclosed, referred to, offered or received in evidence against any of the Released
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1 Parties in any further proceeding in the Action, or in any other action or proceeding, except for
2 purposes of enforcing the settlement once it receives final approval.

3 20. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each of
4 the Class Members for all matters relating to this Action, and this Settlement, including (without
5 limitation) all matters relating to the administration, interpretation, effectuation, and/or enforcement
6 of this Settlement and this Order, including per California Code of Civil Procedure section 664.6 and
7 California Rule of Court 3.769(h).

8 21. The Court reserves the right to adjourn or continue the date of the Final Approval
9 Hearing and all dates provided for in the settlement without further notice to Class Members, and
10 retains jurisdiction to consider all further applications arising out of or connected with the proposed
11 settlement.

12 IT IS SO ORDERED.

13 Dated: 02/13/2025
14 _____



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge

Hon. Carolyn B. Kuhl
Judge of the California Superior Court

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PROOF OF SERVICE

1 **STATE OF CALIFORNIA**)
2) **ss.**
3 **COUNTY OF LOS ANGELES**)

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18 years
5 and not a party to the within action; my business address is 751 N. Fair Oaks Avenue, Pasadena, California
6 91103.

7 On February 13, 2025, I served the following documents described as:

8 **NOTICE OF ORDER GRANTING PLAINTIFF PIERRE REDMOND’S MOTION**
9 **FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION**
10 **SETTLEMENT**

11 on all interested parties in this action by placing true copies thereof enclosed in sealed envelopes
12 addressed as shown on the attached mailing list.

13 **(BY FACSIMILE)**
14 I am readily familiar with the business practices of this office. The telephone number of the
15 facsimile machine I used was (213) 489-9961. This facsimile machine complies with Rules
16 2003(3) of the California Rules of Court. Upon transmission, no error was reported by the
17 facsimile machine and a printed copy of the machine’s transmission record indicating that the
18 transmission was successfully completed is attached to this declaration.

19 **(BY PERSONAL SERVICE)**
20 By having copies personally delivered to the designated party(ies).

21 **(BY E-MAIL)**
22 Pursuant on a Court order or on an agreement by both parties to accept electronic service, I
23 transmitted the document(s) listed above to the persons at the e-mail addresses set forth below on
24 this date. I did not receive, within a reasonable time after the transmission, any electronic message
25 or other indication that the transmission was unsuccessful, confirming that the message and
26 documents reached the above email address(es).

27 **(BY MAIL)**
28 I am familiar with my employer’s mail collection and processing practices; know that mail is
 collected and deposited with the United States Postal Services on the same day it is deposited in
 the interoffice mail; and know that postage thereon is fully prepaid.

 (BY FEDERAL EXPRESS COURIER AND COURTESY EMAIL)
 I am “readily familiar” with the firm’s practice of collection and processing correspondence
 for Federal Express delivery. Under that practice it would be deposited with the Federal
 Express Courier on that same day at Los Angeles, California in the ordinary course of
 business.

 (State) I declare under penalty of perjury that the above is true and correct.

 (Federal) I declare that I am employed in the office of a member the Bar of this Court at whose
 direction the service was made.

 Executed on February 13, 2025, at Pasadena, California.



SHREYA SRIGIRI

1 *Pierre Redmond v. Fisher Tank Company*
2 Superior Court of California, County of Los Angeles, Case No. 23STCV06591

3 **SERVICE LIST**

4 **Attorneys for Defendant Fisher Tank Company**

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