

12/19/2023

David W. Slayton, Executive Officer / Clerk of Court

By: O. Chavez Deputy

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JONATHAN CHEUNG, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

SIGNATURE COMMERCIAL SOLUTIONS,
LLC, a Florida Limited Liability Company; and
DOES 1-50, Inclusive;

Defendants.

Case No. 22STCV13034

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL**

Date: December 19, 2023
Time: 8:30 a.m.

Judge: Hon. Holly J. Fujie
Dept.: 56

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Class Counsel Fees and Expenses Payment and Class
3 Representative Service Payment duly came on for hearing on December 19, 2023, before the above-
4 entitled Court. Zakay Law Group, APLC, and the JCL Law Firm, APC, appeared on behalf of
5 Plaintiff JONATHAN CHEUNG ("Plaintiff"). ~~Ogletree, Deakins, Nash, Smoak & Stewart, P.C.~~
6 ~~appeared on behalf of Defendant SIGNATURE COMMERCIAL SOLUTIONS, LLC, a Florida~~
7 ~~Limited Liability Company (hereinafter "Defendant").~~

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

12 1. All capitalized terms used herein shall have the same meaning as defined in
13 the Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of Los Angeles ("Court"), Case No. 22STCV13034,
16 entitled *Jonathan Cheung v. Signature Commercial Solutions, LLC* and over all Parties to this
17 litigation, including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On July 31, 2023, the Court granted preliminary approval of a class-wide
20 settlement. At this same time the court approved certification of a provisional settlement class for
21 settlement purposes only. The Court confirms this Order and finally approves the settlement and
22 the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Class Notice was
25 mailed by first class mail to the Class Members at their last known addresses on August 29, 2023.
26 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
27 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
28

1 proposed settlement to the members of the Class Members. The Court finds that the Class Notice
2 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting was October 13, 2023.
4 There was an adequate interval between notice and deadline to permit Class Members to choose
5 what to do and act on their decision. No Class Members objected. No Class Members requested
6 exclusion.

7 **Fairness Of The Settlement**

8 6. The Agreement provides for a Gross Settlement Amount of \$750,000.00.
9 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
10 Cal.App.4th 1794, 1801.)

11 a. The settlement was reached through arms-length bargaining between
12 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
13 settlement.

14 b. The Parties' investigation and discovery have been sufficient to allow
15 the Court and counsel to act intelligently.

16 c. Counsel for all parties are experienced in similar employment class
17 action litigation and have previously settled similar class claims on behalf of employees claiming
18 compensation. All counsel recommended approval of the Settlement.

19 d. No objections were received. No requests for exclusion were
20 received.

21 e. The participation rate is high. All Class Members will be
22 participating in the Settlement and will be sent settlement payments.

23 7. The consideration to be given to the Class Members under the terms of the
24 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
25 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
26 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
27 litigation and the delays which would ensue from continued prosecution of the Action.

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1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Participating Class Members.

3 **PAGA Penalties**

4 9. The Agreement provides for a payment of PAGA Penalties in the amount of
5 \$60,000.00. The Court has reviewed the PAGA Penalties and finds and determines that the PAGA
6 Penalties and the allocation of \$45,000.00 to LWDA and \$15,000.00 to PAGA Members is fair and
7 reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72
8 Cal.App.5th 56.

9 **Class Counsel Fees and Expenses Payment**

10 10. The Agreement provides for a Class Counsel Fees and Expenses Payment in
11 the amount of up to Two Hundred, Sixty-Eight Thousand, Two Hundred Forty-Six Dollars and
12 Seventy-Five Cents (\$268,246.75). Subject to Court approval, the Class Counsel Fees and Expenses
13 Payment consists of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount, or Two
14 Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) and reimbursement of litigation
15 expenses in the amount of Eighteen Thousand Two-Hundred Forty-Six Dollars and Seventy-Five
16 Cents (\$18,246.75).

17 11. A Class Counsel Fees and Expenses Payment of Two Hundred, Sixty-Eight
18 Thousand, Two Hundred Forty-Six Dollars and Seventy-Five Cents (\$268,246.75) comprised of
19 attorneys' fees in the amount of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00)
20 and reimbursement of litigation expenses in the amount of Eighteen Thousand Two-Hundred Forty-
21 Six Dollars and Seventy-Five Cents (\$18,246.75) is reasonable in light of the contingent nature of
22 Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel.
23 The requested attorneys' fee award represents 1/3 of the common fund, which is reasonable, and is
24 supported by Class Counsel's lodestar.

25 **Class Representative Service Payment**

26 12. The Agreement provides for a Class Representative Service Payment of up
27 to Ten Thousand Dollars and Zero Cents (\$10,000.00) for Plaintiff, Jonathan Cheung, subject to the
28 Court's approval. The Court finds that the amount of Ten Thousand Dollars and Zero Cents

1 (\$10,000.00) is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class
2 action litigation.

3 **Administration Expenses Payment**

4 13. The Agreement provides for Administration Expenses Payment to be paid in
5 an amount not to exceed \$12,000.00. The Declaration of the Administrator provides that the actual
6 claims Administration Expenses Payment were \$12,000.00. The amount of this payment is
7 reasonable in light of the work performed by the Administrator.

8 **II.**

9 **ORDERS**

10 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

11 1. The Class is certified for the purposes of settlement only. The Settlement
12 Class is hereby defined to include:

13 All of Defendant's current and former non-exempt employees, employed within the
14 State of California at any time during the period from April 19, 2018 to May 17, 2023
15 ("Class Period").

16 2. There are 869 members of the Class. Every person in the Class who did not
17 opt out is a Participating Class Member. After providing Notice to the Class, there are zero opt-outs
18 to the Settlement.

19 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
20 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
21 this Order and the terms of the Agreement.

22 4. Defendant shall fund the Gross Settlement Amount on the Funding Date. In
23 exchange the Class Members shall release the "Released Parties" from the "Released Class Claims"
24 and the "PAGA Members" shall release the "Released Parties" from the "Released PAGA Claims."

25 a. The "Released Parties" means Defendant and its past, current and
26 future parents, predecessors, successors, all affiliates, subsidiaries, entities, divisions, partners, joint
27 venturers, related entities and those acting in concert with them and each of their current and former
28 officers, directors, members, agents, employees, and stockholders and agents.

1 b. The “Released Class Claims” are defined as all claims that were
2 alleged, or reasonably could have been alleged, based on the facts stated in the operative Complaint
3 that occurred during the Class Period, including any and all claims involving any allegations that
4 Defendant: failed to pay all wages due (including minimum wages, regular wages, sick pay,
5 vacation, paid time off and overtime wages); failed to provide legally-compliant meal and rest
6 breaks and failed to pay premium pay for missed, late, interrupted or short meal and rest breaks;
7 failed to timely pay all earned wages and compensation; failed to provide timely final pay; failed to
8 provide accurate itemized wage statements; failed to reimburse for necessary business expenses;
9 and engaged in unfair business practices due to the underlying violations at any time during the
10 Class Period. This includes any claims for injunctive relief, declaratory relief, restitution, fraudulent
11 business practices or punitive damages alleged or other damages or penalties or which could have
12 been alleged under the facts, allegations and/or claims pleaded as part of the Action. This further
13 includes any and all other claims under California common law, the California Labor Code including
14 but not limited to the Fair Labor Standards Act, California Industrial Welfare Commission Wage
15 Orders, and the California Business and Professions Code alleged in or that could have been alleged
16 under the facts, allegations and/or claims pleaded in the Action.

17 c. The “PAGA Members” are defined as all Defendant’s current and
18 former non-exempt employees, employed within the State of California at any time during the
19 PAGA Period. The PAGA Period is defined as the period from February 8, 2021 to May 17, 2023.

20 d. The “Released PAGA Claims” are defined as all claims for PAGA
21 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
22 Operative Complaint, and the PAGA Notice including, any and all claims for PAGA penalties
23 involving any allegations that Defendant failed to pay all wages due (including minimum, regular,
24 sick pay, vacation, paid time off and overtime wages), failed to provide legally-compliant meal and
25 rest breaks and failed to pay premium pay for missed, late, interrupted or short meal and rest breaks,
26 failed to timely pay all earned wages and compensation, failed to provide timely final pay, failed to
27 provide accurate itemized wage statements, and failed to reimburse for necessary business expenses,
28 at any time during the PAGA Period.

1 5. Class Counsel are awarded attorneys' fees in the amount of \$268,246.75
2 comprised of attorneys' fees in the amount of Two Hundred Fifty Thousand Dollars and Zero Cents
3 (\$250,000.00) and reimbursement of litigation expenses in the amount of Eighteen Thousand Two-
4 Hundred Forty-Six Dollars and Seventy-Five Cents (\$18,246.75). Class Counsel shall not seek or
5 obtain any other compensation or reimbursement from Defendant, Plaintiff, or members of the
6 Class.

7 6. The payment of the Class Representative Service Payment to the Plaintiff in
8 the amount of \$10,000.00 is approved.

9 7. The payment of \$12,000.00 to the Administrator for Administration
10 Expenses Payment is approved.

11 8. The PAGA Penalties of \$60,000.00 is hereby approved as fair, reasonable,
12 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
13 finds that Plaintiff and Class Counsel negotiated the PAGA Penalties at arms-length, absent of any
14 fraud or collusion.

15 9. Final Judgment is hereby entered in this action. The Final Judgment shall
16 bind each Participating Class Member.

17 10. Final Judgment shall also bind Plaintiffs, acting on behalf of the State of
18 California and all PAGA Members, pursuant to the California Private Attorneys' General Act
19 ("PAGA").

20 11. The Court further finds and determines that Class Counsel satisfied California
21 Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising
22 under the Private Attorney General Act ("PAGA") on February 8, 2022, and again on July 6, 2023.

23 12. The Court orders Class Counsel to comply with California Labor Code §
24 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
25 entry of this Order.

26 13. The Agreement is not an admission by Defendant, nor is this Final Approval
27 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
28 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,

1 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
2 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
3 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
4 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
5 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
6 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
7 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
8 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
9 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
10 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
11 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
12 or issue preclusion or similar defense as to the claims being released by the Settlement.

13 14. Notice of entry of this Final Approval Order and Judgment shall be given to
14 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
15 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
16 Approval Order and Judgment shall be posted on Administrator's website as indicated in the Class
17 Notice.

18 After entry of Final Judgment, the Court shall retain jurisdiction to construe, interpret, implement,
19 and enforce the Settlement, to hear and resolve any contested challenge to a claim for settlement
20 benefits, and to supervise and adjudicate any dispute arising from or in connection with the
21 distribution of settlement benefits.

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1 15. If the Settlement does not become final and effective in accordance with the
2 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
3 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
4 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

5 **IT IS SO ORDERED.**

6 DATED: 12/19/2023, ~~2023~~



Holly J. Fujie

Holly J. Fujie / Judge

Hon. Holly J. Fujie
JUDGE OF THE SUPERIOR COURT