

FILED
Superior Court of California
County of Los Angeles
01/23/2025

David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
(UNLIMITED JURISDICTION)

ASHLEE THONG, on behalf of herself, and
all others similarly situated,

Plaintiff(s),

vs.

OUTLOOK RESOURCES, INC., a Nevada
corporation dba LEFTBANK ART;
~~OUTLOOK RESOURCES CLARK~~
~~AVENUE HOLDINGS, LLC, a California~~
~~limited liability company; CANVAS TO~~
~~ART, INC., a California corporation;~~ and
DOES 1 through 50, inclusive,

Defendant(s).

Case No.: 19STCV44400

[PROPOSED] ORDER
PRELIMINARILY APPROVING CLASS
ACTION SETTLEMENT

Hearing Date: January 21, 2025
Hearing Time: 11:00 a.m.
Hearing Dept.: SSC-7, The Honorable
Lawrence P. Riff

Action filed: December 11, 2019

IDOLINA VALADEZ, individually and on
behalf of all others similarly situated,

Plaintiff(s),

vs.

OUTLOOK RESOURCES, INC., a
California corporation dba LEFTBANK
ART; and DOES 1 through 0, inclusive,

Defendant(s).

Case No.: 20STCV43738

Action filed: 11/13/2020
Trial: Not set
Department: SSC-7, Hon. Lawrence
P. Riff

1 The Motion of Plaintiffs Ashlee Thong and Idolina Valadez (hereafter referred to as
2 “Plaintiffs”) for Preliminary Approval of a Class Action Settlement (the “Motion”) was
3 considered by the Court, the Honorable Lawrence P. Riff presiding. The Court having considered
4 the Motion, the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement”
5 or “Settlement Agreement”), and supporting papers, HEREBY ORDERS THE FOLLOWING:
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7 1. The Court grants preliminary approval of the Settlement and the Settlement Class
8 based upon the terms set forth in the Settlement filed as Exhibit <##> to the Motion for
9 Preliminary Approval. All terms herein shall have the same meaning as defined in the Settlement.
10 The Court has determined only that there is sufficient evidence to suggest that the proposed
11 settlement might be fair, adequate, and reasonable, and that any final determination of those
12 issues will be made at the final hearing. The Court will make a determination at the hearing on
13 the motion for final approval of class action settlement (the “Final Approval Hearing”) as to
14 whether the Settlement is fair, adequate, and reasonable to the Settlement Class.
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16 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means
17 all persons employed by Defendant in California and classified as a non-exempt, hourly employee
18 who worked for Defendant during the Class Period of December 11, 2015, through the date of
19 preliminary approval of the Settlement (collectively “Class Members”). Excluded from the Class
20 are employees who have previously signed a release unrelated to this Agreement or settlement
21 of the Action. Based on a review of its records to date, Defendant estimates that there are five
22 employees who have signed a release.
23

24 3. Based on a review of its records, Defendant estimates that, as of the date of the
25 Parties’ July 10, 2024 mediation, (1) there are 1,558 Class Members who worked a total of
26 149,178 Work Weeks during the Class Period and (2) there are 1,079 Aggrieved Employees who
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1 worked a total of 46,126 Pay Periods during the PAGA Period. Should the actual Work Weeks
2 worked by the Class Members during the Class Period increase by more than 10% (*i.e.*, by more
3 than 14,918 Work Weeks), at the time of the Preliminary Approval, the Gross Settlement Amount
4 , including the Class Counsel Fees Payment, will increase on a proportional basis equal to the
5 percentage increase in the number of Work Weeks worked by the Class Members above 10%.
6 For example, if the number of Work Weeks increases by 11%, the Gross Settlement Amount
7 would increase by 1%.
8

9 4. “Effective Date” means the date by when both of the following have occurred: (a)
10 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
11 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
12 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
13 one or more Participating Class Members objects to the Settlement, the day after the deadline for
14 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
15 day after the appellate court affirms the Judgment and issues a remittitur.
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17 5. This action is provisionally certified pursuant to section 382 of the California
18 Code of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action
19 for purposes of settlement only with respect to the proposed Settlement Class.
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21 6. Not later than 21 days after the Court grants Preliminary Approval of the
22 Settlement, Defendant will electronically deliver the Class Data to the Administrator, in the form
23 of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator
24 has agreed that it must maintain the Class Data in confidence, use the Class Data only for
25 purposes of the Settlement and for no other purpose, and restrict access to the Class Data to
26 Administrator employees who need access to the Class Data to effect and perform under the
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1 Settlement Agreement. Defendant has a continuing duty to immediately notify Class Counsel if
2 it discovers that the Class Data omitted class member identifying information and to provide
3 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
4 deadline by which Defendant must send the Class Data to the Administrator, the Parties and their
5 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
6 issues related to missing or omitted Class Data.
7

8 7. No later than three (3) business days after receipt of the Class Data, the
9 Administrator shall notify Class Counsel that the list has been received and state the number of
10 Class Members, Aggrieved Employees, Work Weeks, and PAGA Pay Periods in the Class Data.

11 8. Using best efforts to perform as soon as possible, and in no event later than 14
12 days after receiving the Class Data, the Administrator will send to all Class Members identified
13 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet
14 with Spanish and Korean translations, substantially in the forms attached to the Settlement as
15 **Exhibits A, B, C, and D.** The first page of the Class Notice shall prominently estimate the dollar
16 amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class
17 Member, and the number of Work Weeks and PAGA Pay Periods (if applicable) used to calculate
18 these amounts. Before mailing Notice Packets, the Administrator shall update Class Member
19 addresses using the National Change of Address database.
20

21 9. Not later than three (3) business days after the Administrator’s receipt of any
22 Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice
23 Packet using any forwarding address provided by the USPS. If the USPS does not provide a
24 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-
25 mail the Notice Packet to the most current address obtained. The Administrator has no obligation
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1 to make further attempts to locate or send Notice Packet to Class Members whose Notice Packet
2 is returned by the USPS a second time.

3 10. Class Counsel's contact information is David Glenn Spivak, Esq., The Spivak
4 Law Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel's
5 contact information is Bryan King Sheldon, Esq. and Sara M. Goldsmith, Esq., LimNexus LLP,
6 707 Wilshire Blvd., 46th Floor, Los Angeles, CA, 90017.

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8 11. The deadlines for Class Members' written objections, Challenges to Work Weeks
9 and/or PAGA Pay Periods (disputes), and Requests for Exclusion will be extended an additional
10 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose
11 notice is re-mailed after having been returned undeliverable. The Administrator will inform the
12 Class Member of the extended deadline with the re-mailed Notice Packet.

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14 12. If the Administrator, Parties, Defense Counsel, or Class Counsel is contacted by
15 or otherwise discovers any persons who believe they should have been included in the Class Data
16 and should have received Notice Packet, the Parties will expeditiously meet and confer in person
17 or by telephone, and in good faith, in an effort to agree on whether to include them as Class
18 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as
19 other Class Members, and the Administrator will send, via email or overnight delivery, a Notice
20 Packet requiring them to exercise options under the Settlement Agreement not later than 14 days
21 after receipt of the Class Notice or the deadline dates in the Class Notice, whichever is later.

22
23 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
24 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
25 Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus
26 an additional 14 days for Class Members whose Notice Packet is re-mailed after having been
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1 returned undeliverable). A Request for Exclusion is a letter from a Class Member or his/her
2 representative that reasonably communicates the Class Member's election to be excluded from
3 the Settlement and includes the Class Member's name, address, and email address or telephone
4 number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by
5 the Response Deadline. An Election Not to Participate in Settlement form, attached to the
6 Settlement as Exhibit B, may be used for this purpose but is not required.

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8 14. The Administrator may not reject a Request for Exclusion as invalid because it
9 fails to contain all the information specified in the Class Notice. The Administrator shall accept
10 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
11 the person as a Class Member and the Class Member's desire to be excluded. The
12 Administrator's determination shall be final and not appealable or otherwise susceptible to
13 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
14 the Administrator may demand additional proof of the Class Member's identity. The
15 Administrator's determination of authenticity shall be final and not appealable or otherwise
16 susceptible to challenge.

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18 15. Every Class Member who does not submit a timely and valid Request for
19 Exclusion is deemed to be a Participating Class Member under the Settlement Agreement,
20 entitled to all benefits and bound by all terms and conditions of the Settlement, including the
21 Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless whether the Participating
22 Class Member actually receives the Class Notice or objects to the Settlement.

23
24 16. Every Class Member who submits a valid and timely Request for Exclusion is a
25 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
26 right to object to the class action components of the Settlement. Plaintiffs, on behalf of the State
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1 of California, and all Aggrieved Employees, are deemed to release, on behalf of themselves and
2 their respective former and present representatives, agents, attorneys, heirs, administrators,
3 successors, and assigns, the Released Parties from any and all PAGA claims or causes of action
4 of whatever kind or nature which occurred during the PAGA Period that were alleged, or
5 reasonably could have been alleged, based on the PAGA Period facts contained in the Operative
6 Complaint, the PAGA Notice, or ascertained during the Action, regardless of theory of recovery,
7 including but not limited to, any alleged violations of or relief under California Labor Code 201,
8 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
9 1198, 2802, and the applicable provisions of the applicable IWC Wage Orders. Plaintiffs do not
10 release claims for wages or damages of any Aggrieved Employee unless such Aggrieved
11 Employee is a Participating Class Member.
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13 17. Challenges to Calculation of Work Weeks. Each Class Member shall have 60
14 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class
15 Members whose Notice Packet is re-mailed after having been returned undeliverable) to
16 challenge the number of Class Work Weeks and PAGA Pay Periods (if any) allocated to the Class
17 Member in the Class Notice. This is also known as a dispute. A Work Week Dispute form,
18 attached the Settlement as Exhibit C, may be used for this purpose but is not required. The Class
19 Member may challenge the allocation by communicating with the Administrator via fax, email,
20 or mail. The Administrator must encourage the challenging Class Member to submit supporting
21 documentation. In the absence of any contrary documentation, the Administrator is entitled to
22 presume that the of Work Weeks and/or PAGA Pay Periods contained in the Class Notice are
23 correct so long as they are consistent with the Class Data. The Administrator's determination of
24 each Class Member's allocation of Work Weeks and/or PAGA Pay Periods shall be final and not
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1 appealable or otherwise susceptible to challenge. The Administrator shall promptly provide
2 copies of all challenges to calculation of Work Weeks and/or PAGA Pay Periods to Defense
3 Counsel and Class Counsel and the Administrator's determination the challenges.

4 18. Objections to Settlement. Only Participating Class Members may object to the
5 class action components of the Settlement and/or this Agreement, including contesting the
6 fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
7 Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

9 19. Participating Class Members may send written objections to the Administrator,
10 by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or
11 hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
12 A Participating Class Member who elects to send a written objection to the Administrator must
13 do so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an
14 additional 14 days for Class Members whose Notice Packet was re-mailed after having been
15 returned undeliverable). An The Objection form attached to the Settlement as Exhibit D may be
16 used for this purpose but is not required.

18 20. Non-Participating Class Members have no right to object to any of the class action
19 components of the Settlement.

20 21. Not later than 14 days before the date by which Plaintiffs are required to file the
21 Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel
22 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence
23 and compliance with all of its obligations under the Settlement Agreement, including, but not
24 limited to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-
25 mailing of Notice Packets, attempts to locate Class Members, the total number of Requests for
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1 Exclusion from Settlement it received (both valid or invalid), the number of written objections,
2 and attach the Exclusion List. The Administrator will supplement its declaration as needed or
3 requested by the Parties and/or the Court. Class Counsel is responsible for filing the
4 Administrator's declaration(s) in Court.

5
6 22. The Court approves, as to form and content, the Class Notice in substantially the
7 form attached as Exhibit A to the Settlement, the Election Not to Participate in Settlement form
8 in substantially the form attached as Exhibit B to the Settlement, the Work Weeks/PAGA Pay
9 Period Dispute form in substantially the form attached as Exhibit C to the Settlement, and the
10 Objection form in substantially the form attached as Exhibit D to the Settlement.

11 23. The Court approves, for settlement purposes only, David Glenn Spivak of The
12 Spivak Law Firm, Walter L. Haines of United Employees Law Group, and Kane Moon, Allen
13 Feghali, and Charlotte Mikat-Stevens of Moon Law Group, PC as Class Counsel.

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15 24. The Court approves, for settlement purposes only, Ashlee Thong and Idolina
16 Valadez as the Class Representatives.

17 25. The Court approves ILYM Group, Inc. as the Administrator.

18 26. The Court preliminarily approves Class Counsel's request for attorneys' fees and
19 costs subject to final review by the Court.

20 27. The Court preliminarily approves the estimated Administrator costs payable to
21 the Administrator subject to final review by the Court.

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23 28. The Court preliminarily approves Plaintiffs' Class Representative Service
24 Payments subject to final review by the Court.

25 29. A Final Approval Hearing shall be held on at m. in Department SSC-7
26 of the Superior Court for the State of California, County of Los Angeles, located at the Spring
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1 Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012 to consider the fairness,
2 adequacy, and reasonableness of the proposed Settlement preliminarily approved by this
3 Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees
4 and costs and the Class Representative Service Payments to the Class Representatives. The notice
5 of motion and all briefs and materials in support of the motion for final approval of class action
6 settlement and motion for attorneys' fees and litigation costs shall be served and filed with this
7 Court ~~on or before~~ _____. Plaintiffs' counsel must give notice to any objecting party of any
8 continuance of the hearing of the motion for final approval.
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10 30. If for any reason the Court does not execute and file a Final Approval Order and
11 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason,
12 the proposed Settlement that is the subject of this order, and all evidence and proceedings had in
13 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
14 litigation, as more specifically set forth in the Settlement.
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16 31. The Court expressly reserves the right to adjourn or continue the Final Approval
17 Hearing from time to time without further notice to members of the Class. The Plaintiffs shall
18 give prompt notice of any continuance to Settlement Class Members who object to the
19 Settlement.
20

21 **IT IS SO ORDERED**

22 ~~FILED~~



23 

24 Samantha Jessner / Judge

25 **DATE**

26 **THE HON. LAWRENCE P. RIFE**
27 **SUPERIOR COURT JUDGE**