

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Antonia McKee, Esq. (SBN 344511)
Eve Howe, Esq. (SBN 350007)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Emails: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
abliznets@lelawfirm.com
ehowe@lelawfirm.com
whts@lelawfirm.com

Attorneys for Plaintiff Jose A. Tovar Garcia,
on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JOSE A. TOVAR GARCIA, on behalf of
himself and others similarly situated,

Plaintiff,

vs.

GENERAL WAX CO., INC.; GENERAL WAX
& CANDLE CO., INC.; and DOES 1 to 100,
inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles
08/14/2024
David W. Slayton, Executive Officer / Clerk of Court
By: T. Lewis Deputy

Case No.: 22STCV24381

CLASS ACTION

*[Assigned to the Honorable David S.
Cunningham III for all purposes, Department
11]*

**~~[PROPOSED]~~ JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Information:
Date: August 14, 2024
Time: 10:00 a.m.
Dept: 11

1 Plaintiff Jose A. Tovar Garcia (“Plaintiff”) Motion for Final Approval of Class Action
2 Settlement and Motion for Award of Attorneys’ Fees and Costs with Defendants General Wax Co.,
3 Inc. and General Wax & Candle Co., Inc. (collectively, “Defendant”) came before this Court on
4 August 14, 2024, at 10:00 a.m. in Department 11 of Los Angeles County Superior Court located at
5 312 N. Spring St., Los Angeles, California 90012. Having received and considered the Class Action
6 and PAGA Settlement Agreement and Class Notice, attached as Exhibit 1 to the Declaration of Eve
7 Howe in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement and Motion for
8 Award of Attorneys’ Fees and Costs filed on July 24, 2024 (together, the “Settlement” or “Settlement
9 Agreement”), Plaintiff’s Motion for Final Approval of Class Action Settlement and Motion for Award
10 of Attorneys’ Fees and Costs, the supporting papers filed by the Parties, the declaration of Cassandra
11 Polites on behalf of ILYM Group, Inc. and the evidence and argument received by the Court in
12 conjunction with the Motion for Preliminary Approval of Class Action Settlement and Documents
13 thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES
14 THE FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
16 including all members of the settlement class.

17 2. The Court finds that the Class (defined below) is properly certified as a class for
18 settlement purposes only:

19 all persons employed by Defendant in California and classified as hourly,
20 non-exempt employees who worked for Defendant during the Class Period.

21 The “Class Period” means the period from July 28, 2018, through March
22 15, 2023.

23 3. The Court appoints Plaintiff Jose A. Tovar Garcia as Class Representative for
24 settlement purposes only.

25 4. The Court appoints Joseph Lavi, Esq., Vincent C. Granberry, Esq., Antonia McKee,
26 Esq., and Eve Howe, Esq. of Lavi & Ebrahimian, LLP as Class Counsel for settlement purposes only.

1 5. The notice provided to the class members conforms with the requirements of
2 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
3 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
4 law, and constitutes the best notice practicable under the circumstances, by providing individual
5 notice to all class members who could be identified through reasonable effort, and by providing due
6 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
7 The notice fully satisfied the requirements of due process.

8 6. The Court finds the settlement was entered into in good faith, that the settlement is
9 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendant or by any other released
14 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant
15 or any other released party. Neither this Order, the Settlement, nor any document referred to herein,
16 nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission
17 of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or
18 any of the other released parties.

19 8. No Class Members have objected to the terms of the Settlement.

20 9. Two Class Members have requested exclusion from the Settlement. Their names are
21 Darrel Holm and Erick Caceres.

22 10. Within fourteen (14) days following the Effective Date, Defendant shall provide the
23 Gross Settlement Amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) and an
24 amount sufficient to pay employer's share of payroll taxes with respect to the wages portion of the
25 Individual Class Payments to the Settlement Administrator. Within fourteen (14) days after Defendant
26 fully funds the Settlement, the Settlement Administrator will pay (a) Individual Class Payments to
27 Participating Class Members; (b) Individual PAGA Payments to Aggrieved Employees; (c) Court-

1 approved Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class
2 Counsel; (d) Court-approved Class Representative Service Payment to Plaintiff; and (e) Court-
3 approved Administration Expenses Payment to itself. The envelope transmitting a settlement
4 distribution to Class Members shall bear the notation "YOUR CLASS ACTION SETTLEMENT
5 CHECK IS ENCLOSED."

6 11. In the event that an Individual Class Payment and/or Individual PAGA Payment check
7 is returned to the Settlement Administrator as undeliverable and the Settlement Administrator is
8 unable to locate a valid mailing address, if the Participating Class Member whose check was returned
9 is a current employee of Defendant, the Settlement Administrator and Defendant shall arrange to have
10 the check delivered to the Participating Class Member at their place of employment.

11 12. In addition to any recovery that Plaintiff may receive under the Settlement, and in
12 recognition of the Plaintiff's efforts on behalf of the settlement class, the Court hereby approves the
13 payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff
14 in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00).

15 13. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
16 to Class Counsel in the sum of One Hundred Thousand Dollars and Zero Cents (\$100,000.00), and
17 the reimbursement of litigation expenses in the sum of Eleven Thousand Eight Hundred Twenty-
18 Seven Dollars and Seventy-Nine Cents (\$11,827.79). Both are reasonable amounts. The
19 reasonableness of the fee award is determined based on a reasonable percentage of the common fund
20 obtained for the class. The court also has considered the lodestar amount. Awarding fees on a
21 percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for
22 the class.

23 14. The Court approves and orders payment from the Gross Settlement Amount in the
24 amount of Five Thousand Dollars and Zero Cents (\$5,000.00) to ILYM Group, Inc. for performance
25 of settlement administration services.

26 15. Participating Class Members will have one hundred eighty (180) calendar days from
27 the date of issuance of the check to cash or otherwise deposit their check. For any check not cashed
28

1 after 180 calendar days, the Settlement Administrator shall cancel the check and remit the funds to
2 the California State Controller's Office for Unclaimed Property. The Settlement Administrator shall
3 inform the Parties regarding the status of any uncashed checks at the conclusion of the 180-calendar
4 day check cashing period, including the amount at issue.

5 16. As of the Effective Date and full funding of the Gross Settlement Amount and all
6 employer payroll taxes owed on the wage portion of the Individual Class Payments by Defendant to
7 the Settlement Administrator, all Participating Class Members, on behalf of themselves and their
8 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and
9 assigns, release Released Parties from (i) all claims that were alleged, or could have been alleged,
10 based on the Class Period facts stated in the Operative Complaint, and ascertained in the course of
11 the Action, including without limitation, any and all claims involving any alleged failure to pay
12 minimum wage, failure to pay overtime wage, failure to provide meal periods, failure to provide rest
13 periods, failure to timely pay earned wages during employment, failure to provide complete and
14 accurate wage statements, failure to pay all earned wages and final paychecks due at time of
15 separation of employment. Except as set forth in Section 5.3 of the Settlement Agreement,
16 Participating Class Members do not release any other claims, including claims for vested benefits,
17 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
18 disability, social security, workers' compensation, or claims based on facts occurring outside the
19 Class Period. The "Released Parties" means Defendant and each of its former and present directors,
20 officers, shareholders, owners, members, managing agents, clients, attorneys, insurers, predecessors,
21 successors, assigns, subsidiaries, and affiliates.

22 17. This Court shall retain jurisdiction with respect to all matters related to the
23 administration and consummation of the settlement, and any and all claims, asserted in, arising out
24 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
25 settlement and the determination of all controversies relating thereto.

26 18. The Settlement Administrator shall file a final report by CE * ~ • AFI EOC
27 indicating the disbursements were made pursuant to the settlement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

19. A Status Conference regarding distribution of the settlement funds is set for
_____ at _____ a.m./p.m. in Department 11 of the above-
captioned Court.

IT IS SO ORDERED.

Dated: 08/14/2024



A handwritten signature in cursive script, reading "David S. Cunningham III".

David S. Cunningham III / Judge

Hon. David S. Cunningham III
Judge of the Superior Court