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18 and on behalf of all others similarly situated

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA

20 COUNTY OF LOS ANGELES

195TCV43210

21 *Coordination Proceeding Special Title (CRC 3.550)*

22 *T.J. MAXX WAGE AND HOUR CASES*

23 *Included Actions:*

24 *Lortkipanidze v. T.J. Maxx of CA, LLC, et al., Los Angeles County Superior Court Case No. 19STCV43210*

25 *Rucker v. T.J. Maxx of CA, LLC, et al., Sonoma County Superior Court Case No. SCV-264483*

26 *Karine Gragyan v. T.J. Maxx of CA, LLC, et al., Alameda County Superior Court Case No. RG20068810*

27 *Karine Gragyan v. T.J. Maxx of CA, LLC, et al., Los Angeles County Superior Court Case No. 20STCV38799*

FILED
Superior Court of California
County of Los Angeles

DEC 08 2022

Sherri R. Carter, Executive Officer/Clerk
By *[Signature]* Deputy
Marisela Fregoso

JCCP Case No. 5097

Assigned to Hon. Elihu M. Berle

Department SSC-6

**[PROPOSED] ORDER
GRANTING MOTION FOR
FINAL APPROVAL OF CLASS
ACTION AND PAGA
SETTLEMENT**

Date: November 17, 2022

Time: 9:00 a.m.

Dept.: 6

Consolidated Complaint Filed:
February 8, 2021

28 The Court, having considered whether to order final approval of the settlement of
this matter pursuant to the Stipulation of Class and PAGA Action Settlement (the

1 “Settlement Agreement” or “Stipulation”), having granted preliminary approval on
2 September 28, 2021, having directed that notice be given to all Class Members of
3 preliminary approval of the Stipulation of Class and PAGA Action Settlement and the final
4 approval hearing and the right to be excluded from or object to the settlement, having read
5 and considered all of the papers of the parties and their counsel, and having received no
6 objections to the settlement, and good cause appearing therefor,

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

8 1. The Motion for Final Approval of the settlement is granted;

9 2. The parties to this coordinated proceeding are Plaintiffs Michael
10 Lortkapanidze, Robert Rucker and Karine Gragyan (“Representative Plaintiffs”) and
11 Defendants T.J. Maxx of CA, LLC, a Delaware limited liability company and T.J. Maxx of
12 CA, LLC, a Virginia limited liability company (“Defendants”).

13 3. After participating in an arms’ length mediation, Plaintiffs and Defendants
14 have agreed to a proposed settlement of this action on behalf of the Class and PAGA
15 Employees Plaintiffs seek to represent. The terms of the proposed settlement are fully set
16 forth in the First Amended Stipulation of Class and PAGA Action Settlement (the
17 “Settlement Agreement” or “Stipulation”) attached as Exhibit A to the April 29, 2022,
18 Supplemental Declaration of Aaron Gundzik in Support of Motion for Final Approval of
19 Class and PAGA Action Settlement.

20 4. This Court has jurisdiction over the subject matter of this action (the
21 “Action”) and over all parties to the Action, including the Representative Plaintiffs and the
22 Class Members.

23 5. The terms used in this Order have the meaning assigned to them in the
24 parties’ Settlement Agreement.

25 6. The Court finds that the Class consists of all non-exempt employees who
26 worked for Defendants in California during the Class Period who did not sign an arbitration
27 agreement and/or who opted out of the arbitration agreement. There are 800 Class Members.

28 7. The Class Period is August 11, 2016, through March 1, 2022.

No

1 8. The PAGA Employees are all non-exempt employees who worked for
2 Defendants in California during the PAGA Period. There are 28,396 PAGA Employees

3 9. The PAGA Period is from May 22, 2018, through June 3, 2022.

4 10. In settlement, Defendant will pay the gross amount of \$2,300,000, plus the
5 employer's share of all required payroll tax deductions. From this gross amount, the parties
6 propose to deduct \$89,000 in fees to be paid to the Settlement Administrator, Service and
7 Release Payments to the Representative Plaintiffs in the amount of \$10,000 each, Class
8 Counsel's costs of \$46,424.97, and Class Counsel's attorneys' fees of \$766,666.66. The
9 remaining Net Settlement Amount of approximately \$1,367,908.37 will be divided equally
10 between the Class and PAGA settlements.

11 11. Fifty percent of the Net Settlement Amount will be distributed to Settlement
12 Class Members based on the number of Qualifying Workweeks each Settlement Class
13 Member was employed by Defendant during the Class Period.

14 12. The other half of the Net Settlement Amount will be divided between the
15 California Labor and Workforce Development Agency and the PAGA Employees. Pursuant
16 to Labor Code section 2699(i), 75% of 50% of the Net Settlement Amount will be paid to
17 the LWDA and 25% will be divided among the PAGA Employees based upon the number
18 Qualifying Pay Periods each PAGA Employee worked during the PAGA Period.

19 13. Two Class Members – Tam Chau and Carla Angelica De La Torre –
20 submitted requests to be excluded from the settlement. Therefore, all members of the Class
21 except Tam Chau and Carla Angelica De La Torre are members of the Settlement Class and
22 will receive a settlement payment and be bound by the releases and Judgment.

23 14. Upon the receipt by the Settlement Administer, ILYM Group, Inc. of the
24 gross settlement amount of \$2,300,000, plus the employer's share of withholding taxes,
25 from Defendant, each and every Released Claim of each Settlement Class Member is and
26 shall be deemed to be released as against the Released Parties.

27 15. Neither the settlement, nor any of the terms set forth in the Settlement
28 Agreement, constitute any admission by Defendant, or any of the other Released Parties, of

1 liability to the Representative Plaintiffs or any Class Member, nor does this Final Approval
2 Order constitute a finding by the Court of the validity of any of the claims alleged in the
3 Action, or of any liability of Defendant or any of the other Released Parties.

4 16. The Court finds that the Notice of Proposed Class Action Settlement (“Notice
5 of Settlement”) has been mailed to all Class Members as previously ordered by the Court,
6 and that such Notice of Settlement fairly and adequately described the terms of the proposed
7 Settlement Agreement, the manner in which the Class Members could object to or
8 participate in the settlement, and the manner in which Class Members could opt out of the
9 Class, was the best notice practicable under the circumstances, was valid, due and sufficient
10 notice to all Class Members, and complied fully with Civil Code §1781(e), Rule of Court
11 3.769, due process and all other applicable laws. The Court further finds that a full and fair
12 opportunity has been afforded to Class Members to participate in the proceedings convened
13 to determine whether the proposed Settlement Agreement should be given final approval.

14 17. The Court finally approves of the distribution of 50% the Net Settlement
15 Amount to the Settlement Class Members. Settlement Class Members are not required to
16 submit a claim form in order to receive payment. Rather, the gross amount paid to each
17 Settlement Class Member will be based on the number of qualifying workweeks (as defined
18 in the Settlement Agreement) each Settlement Class member worked for Defendant during
19 the Class Period.

20 18. The Court finally approves of the distribution of 50% the Net Settlement
21 Amount to the LWDA and PAGA Employees; 75% to the LWDA and 25% to the PAGA
22 Employees. The gross amount paid to each PAGA Employee will be based on the number of
23 Qualifying Pay Periods (as defined in the Settlement Agreement) each PAGA Employee
24 worked for Defendant during the PAGA Period.

25 19. The Court finds that the Settlement Agreement is fair, reasonable and
26 adequate, and is the product of good faith, arms’ length negotiations between the parties, and
27 further, that the Settlement Agreement is consistent with public policy, and fully complies
28 with all applicable provisions of law. Accordingly, the Court hereby finally and

SMB

1 unconditionally approves the Settlement Agreement and specifically approves of the
2 allocation of the Gross Settlement Amount of \$2,300,000 (“Gross Settlement Amount”),
3 plus the payment of the employer’s share of all applicable payroll taxes and fees, as follows:
4 a. The Court approves of the payment of Settlement Administration
5 Costs of \$89,000 to ILYM Group, Inc.;

6 ^{\$7,500} b. The Court approves of Service and Release Payments as follows:
7 ~~\$8,000~~ to Michael Lortkipanidze, ^{\$5,000} ~~\$6,000~~ to Robert Rucker and ^{\$3,500} ~~\$4,000~~ to Karine
8 Gragyan as payment for their time and efforts in pursuing this Action, for the risks they have
9 undertaken, and as additional compensation for the expanded releases they are providing;

10 c. The Court approves of Class Counsel’s attorneys’ fees request of
11 \$766,666.66, which is one-third of the Gross Settlement Amount, finding that it is
12 reasonable in light of the benefit provided to the Class, to be distributed pursuant to the
13 provisions of paragraph 18 of this Order;

14 d. The Court approves of Class Counsel’s request for reimbursement of
15 litigation costs and expenses in the amount of \$46,424.97;

16 e. The Court approves of the allocation of 50% of the Net Settlement
17 Amount to the Class settlement and 50% of the Net Settlement Amount to the PAGA
18 settlement.

19 f. The Court approves the payment to Class Members who have not
20 opted out of the settlement of 50% of the Net Settlement Amount, pursuant to the terms of
21 the Stipulation of Class Action Settlement, Paragraph IV(K)(1), i.e., paid to the Settlement
22 Class Members based upon the relative number of Qualifying Workweeks worked during
23 the Class Period, and that all settlement payments be deemed one-third wages, to be reported
24 on a W-2 form, one-third penalties and one-third interest.

25 g. The Court approves payment to the LWDA and PAGA Employees of
26 the other 50% of the Net Settlement Amount, pursuant to the terms of the Stipulation of
27 Class Action Settlement, Paragraph IV(K)(1), i.e., 75% will be paid to the LWDA and 25%
28 to the PAGA Employees based upon the relative number of Qualifying Pay Periods worked

1 during the PAGA Period and that all payments to PAGA Employees shall be deemed
2 penalties.

3 h. If a Settlement Class Member's or PAGA Employee's settlement
4 check is not cashed within 180 days of issuance, it shall be voided and the funds from all
5 such uncashed checks shall be sent to the California State Controller as unclaimed property
6 in the name of the Settlement Class Member or PAGA Employee.

7 20. The Court approves of the following implementation schedule for further
8 proceedings:

- 9 • Settlement Effective Date: Pursuant to Section II(N) of the Settlement
10 Agreement, the Effective Date is the date of entry of the "Final Approval
11 Order," since no valid objection has been filed.
- 12 • Deadline for Defendant to deliver the Gross Settlement Amount of
13 \$2,300,000, plus the employer's share of withholding taxes to the Settlement
14 Administrator: Within fifteen (15) calendar days after the Effective Date.
- 15 • Settlement Payments to Class Members, Settlement Payments to PAGA
16 Employees, Settlement payment to the LWDA, Settlement Administration
17 Costs, Class Representative Service and Release Awards, Class Counsel's
18 Attorney's Fees and Class Counsel's Costs: Within ten (10) days of
19 Defendant's deposit of the Gross Settlement Amount with the Settlement
20 Administrator.

21 21. An order to show cause hearing re compliance with settlement terms is set
22 for July 17, 2023, at 8:30 a.m. Plaintiff is to file a report including a declaration from the
23 administrator detailing the distribution of settlement funds. Such report is due no later than
24 July 7, 2023.

25
26 Dated: Dec. 8, 2022


27 Hon. Elihu M. Berle
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On November 22, 2022, I served the following document described as

- **[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

on the interested parties in this action:

(X) by serving () the original (X) true copies thereof as follows:

Please see attached service list

<p>() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.</p>	<p>() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.</p>
<p>() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.</p>	<p>(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served to the names and email addresses listed on the Service List attached hereto.</p>

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

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on November 22, 2022, at Sherman Oaks, California.

Nicole Salazar

Electronic Service List

Case: **T.J. Maxx Wage and Hour Cases**

Case Info: **JCCP 5097, Los Angeles Superior Court**

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