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**CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles**

JAN 29 2019

Sherri R. Carter, Executive Officer/Clerk of Court
By: [Signature], Deputy
Lori M'Greene

Attorneys for Plaintiff Manuel Saucedo, individually,
and on behalf of others similarly situated

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

MANUEL SAUCEDA, individually, and
on behalf of all others similarly situated,

 Plaintiffs,

 vs.

HUSSMANN CORPORATION, a business
entity; and DOES 1 through 10 inclusive,

 Defendants.

CASE NO. BC611159

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

~~PROPOSED~~ FINAL JUDGMENT

Date: January 29, 2019
Time: 10:30 a.m.
Dept: 12

**RECEIVED
LOS ANGELES SUPERIOR COURT
DEC 14 2018**

I. LOVO

Named Plaintiff Manuel Saucedo's Unopposed Motion for Final Approval of Class Action
Settlement came for hearing before this Court, the Hon. Carolyn B. Kuhl presiding, on January 29,
2019 at 10:30 a.m. The Court having granted final approval the Joint Stipulation and Agreement to
Settle Class Action Claims, it is hereby ORDERED THAT FINAL JUDGMENT BE ENTERED as
follows:

OFFICE OF THE CLERK
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

NOV 30 2018

State of California, County of Los Angeles
County of Los Angeles
Los Angeles

RECEIVED
LOS ANGELES SUPERIOR COURT

DEC 14 2018

11:00 AM

1 1. Pursuant to California law, this Court hereby grants final approval of the Joint
2 Stipulation for Class Action Settlement (“Settlement Agreement”). The Court finds that the
3 Settlement Agreement is fair, reasonable and adequate.

4 2. The Court hereby certifies for settlement purposes only the following Class: All
5 persons who worked for Defendant Hussmann Corporation in a non-exempt, hourly paid job
6 position in California at any time from February 22, 2012 up through and including the date of
7 May 1, 2018.

8 3. This Court has jurisdiction over the claims of the Class Members asserted in this
9 proceeding and over all parties to the action.

10 4. The Settlement Agreement is hereby deemed incorporated herein as if expressly set
11 forth, and has the full force and effect of an Order of this Court. The Settlement Agreement shall
12 be enforced according to its terms.

13 5. For the reasons set forth in the Preliminary Approval Order entered on September
14 14, 2018, and in the proceedings of the Final Approval hearing, which are adopted and
15 incorporated herein by reference, this Court finds that the applicable requirements of the California
16 Code of Civil Procedure § 382 have been satisfied with respect to the Settlement Class and the
17 Settlement Agreement. The Court hereby makes final its earlier provisional certification of the
18 Settlement Class, as set forth in the Preliminary Approval Order. The Court finds that the
19 settlement is fair, adequate, and reasonable, and falls within the range of reasonableness.

20 6. The Court concludes that the Settlement Administrator, Phoenix Settlement
21 Administrators, took all reasonable and necessary steps to locate and notify each Settlement Class
22 Member of the Settlement Agreement. The notice given to the Settlement Class fully and
23 accurately informed the Settlement Class of all material elements of the Settlement Agreement and
24 their opportunity to object or comment thereon; was the best notice practicable under the
25 circumstances; was valid, due and sufficient notice to all Settlement Class Members; and complied
26 fully with the laws of the State of California, Federal Rules of Civil Procedure, the United States
27 Constitution, due process, and other applicable law. The notice fairly and adequately described the

1 Settlement and provided Settlement Class Members adequate instructions and a variety of means to
2 obtain additional information. A full opportunity has been afforded to Settlement Class Members
3 to participate in this hearing, and all persons wishing to be heard have been heard. Accordingly,
4 the Court determines that all Settlement Class Members who did not timely and properly request
5 exclusion are bound by this Judgment.

6 7. The Court hereby finds that there are no objections to the Settlement. The deadline
7 for Class Members to object to the Settlement was December 10, 2018.

8 8. The Court hereby finds that no Class Members have requested to exclude
9 themselves from the Settlement. The deadline for Class Members to request exclusion from the
10 Settlement was December 10, 2018.

11 9. The Court hereby finds that each Class Member who did not request exclusion from
12 the Settlement is bound by all the terms of the Settlement, including a release of all claims, rights,
13 demands, liabilities and causes of action that are alleged, or reasonably could have been alleged
14 based on the facts and claims asserted in the operative Complaint of whatever kind and nature,
15 character and description, whether in law or equity, whether sounding in tort, contract, statute, or
16 other applicable federal, state or local law, including claims for failure to provide meal periods,
17 failure to pay minimum and/or overtime wages based on Defendant's time-rounding policy or
18 practice, failure to provide accurate itemized wage statements and maintain required records,
19 failure to timely pay all wages upon termination of employment, unfair business practices, and for
20 civil penalties under the Private Attorney General Act of 2004 Cal. Lab. Code §§ 2698, as well as
21 any and all damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or
22 attorneys' fees resulting therefrom. This release is limited to claims that arose during the Class
23 Period. Expressly excluded from the Released Claims are all unrelated claims including, but not
24 limited to, claims for retaliation, discrimination, unemployment insurance, disability, workers
25 compensation and claims outside the Class Period, which are not released.

26 10. Defendant Hussmann Corporation ("Defendant") shall pay \$1,700,000.00 in
27 payment for settlement of Class Members' claims, enhancement award for Named Plaintiff Manuel

1 Saucedá, Class Counsel's attorneys' fees and costs, the Settlement Administrator's fees and
2 expenses, and penalties to the California Labor & Workforce Agency under Labor Code Section
3 2698 et seq.

4 11. Of the Gross Settlement Amount, \$10,000.00 will be paid to Named Plaintiff
5 Manuel Saucedá as an incentive award. The Court finds that this enhancement award is fair and
6 reasonable in light of the work Named Plaintiff Manuel Saucedá provided to the class and counsel.

7 12. With this final judgment of the proposed Settlement, it is hereby ordered that all
8 claims that are released as set forth in the Settlement Agreement are hereby barred.

9 13. Of the Total Settlement Amount, ~~\$595,000.00~~ ^{\$ 546,666.00} shall be paid to Class Counsel,
10 Rastegar Law Group, A.P.C., for their fees, and \$27,181.58 shall be paid to Class Counsel for their
11 litigation costs. The Court finds that the attorneys' fees and litigation expenses requested by Class
12 Counsel falls within the range of reasonableness, and that the result achieved in this litigation
13 justifies the award. *in light of the benefit obtained for the class.*

14 14. Of the Total Settlement Amount, \$14,750.00 shall be paid to Phoenix Settlement
15 Administrators for settlement administration fees and costs.

16 15. Of the Total Settlement Amount, \$7,500.00 shall be paid to the California Labor &
17 Workforce Development Agency for penalties under the Private Attorneys' General Act
18 ("PAGA"), California Labor Code section 2698, et seq.

19 16. In addition to and separate from the Gross Settlement Amount, Defendant shall
20 make available the amount necessary for payment of employer share of all applicable payroll taxes,
21 as calculated by the Settlement Administrator.

22 17. As set forth in the Settlement Agreement, any Individual Settlement Payment
23 checks remaining un-cashed after one hundred and eighty (180) calendar days after being issued
24 shall be void. The funds from any un-cashed checks shall be distributed by the Settlement
25 Administrator to the Department of Industrial Relations Unpaid Wage Fund (Cal. Lab. Code §§
26

1 96.6. and 96.7) in the name of the Participating Class Member to whom the uncashed Individual
2 Settlement Payment check was addressed.

3 18. Without affecting the finality of this Judgment, the Court shall retain continuing
4 jurisdiction over this action and the parties, including all Class Members, and over all matters
5 pertaining to the implementation and enforcement of the terms of the Settlement Agreements
6 pursuant to California Rule of Court 3.769(h). Except as provided to the contrary herein, any
7 disputes or controversies arising with or with respect to the interpretation, enforcement, or
8 implementation of the Settlement Agreement shall be presented to the Court for resolution.

9 *12. A final report of the Administrator shall be filed by Nov. 14, 2019.*
IT IS SO ORDERED.

CK

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11 Dated: Jan. 29, 2019

Cawlyn E. Full
12 JUDGE OF THE SUPERIOR COURT

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