

1 Edwin Aiwazian (SBN 232943)
2 Arby Aiwazian (SBN 269827)
3 Joanna Ghosh (SBN 272479)
4 **LAWYERS for JUSTICE, PC**
5 410 West Arden Avenue, Suite 203
6 Glendale, California 91203
7 Tel: (818) 265-1020 / Fax: (818) 265-1021

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 17 2019

BY Jennifer Medina
JENNIFER MEDINA, DEPUTY

Attorneys for Plaintiffs and the Putative Class

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BERNARDINO**

10 LISA GARCIA; MIKE PETERSON;
11 NICHOLAS GALLEGOS; individually, and on
12 behalf of other members of the general public
13 similarly situated;

Case No.: CIVDS1510720

Honorable Keith D. Davis
Department S25

13 Plaintiffs,

CLASS ACTION

14 vs.

~~PROPOSED~~ **FINAL APPROVAL
ORDER AND JUDGMENT**

15 SYNCREON TECHNOLOGY (USA) LLC, an
16 unknown business entity; and DOES 1 through
17 100, inclusive,

Date: April 17, 2019
Time: 8:30 a.m.
Department: S25

17 Defendants.

Complaint Filed: July 31, 2015
Trial Date: None Set

1 This matter has come before the Honorable Keith D. Davis in Department S25 of the above-
2 entitled Court, located at 247 West Third Street, San Bernardino, California 92415, on Plaintiffs
3 Lisa Garcia, Mike Peterson, and Nicholas Gallegos' ("Plaintiffs") Motion for Final Approval of
4 Class Action Settlement, Attorneys' Fees, Costs, and Enhancement Payments ("Motion for Final
5 Approval"). Lawyers *for* Justice, PC appeared on behalf of Plaintiffs and Jackson Lewis P.C.
6 appeared on behalf of Defendant Syncreon Technology (USA) LLC ("Defendant").

7 On September 12, 2018, the Court entered an Order Granting Preliminary Approval of
8 Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
9 settlement of the above-entitled action ("Action") in accordance with the Stipulation of Class
10 Action Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), which,
11 together with the exhibits annexed thereto, set forth the terms and conditions for settlement of the
12 Action.

13 Having reviewed the Settlement Agreement and duly considered the parties' papers and
14 oral argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement and the Preliminary Approval Order.

18 2. This Court has jurisdiction over the claims of the Putative Class Members asserted
19 in this proceeding and over all parties to the Action.

20 3. The Court finds that the applicable requirements of California Code of Civil
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
22 to the Putative Class and the Settlement. The Court hereby makes final its earlier provisional
23 certification of the Putative Class for settlement purposes, as set forth in the Preliminary Approval
24 Order. The Putative Class is hereby defined to include:

25 All current and former hourly-paid or non-exempt employees who worked for
26 Defendant within California at any time during the period from July 31, 2011 and
27 September 12, 2018, excluding all time worked for Defendant as a temporary
worker supplied by a third party ("Putative Class" or "Putative Class Members").

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1 4. The Notice of Class Action Settlement and Claim Form (together, "Notice Packet")
2 that were provided to the Putative Class Members, fully and accurately informed the Putative Class
3 Members of all material elements of the Settlement and of their opportunity to participate in, object
4 to or comment thereon, or to seek exclusion from, the Settlement; were the best notice practicable
5 under the circumstances; were valid, due, and sufficient notice to all Putative Class Members; and
6 complied fully with the laws of the State of California, the United States Constitution, due process
7 and other applicable law. The Notice Packet fairly and adequately described the Settlement and
8 provided the Putative Class Members with adequate instructions and a variety of means to obtain
9 additional information.

10 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
11 and finds that it is reasonable and adequate, and in the best interests of the Putative Class as a
12 whole. More specifically, the Court finds that the Settlement was reached following meaningful
13 discovery and investigation conducted by Lawyers *for* Justice, PC ("Class Counsel"); that the
14 Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the
15 parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In
16 so finding, the Court has considered all of the evidence presented, including evidence regarding
17 the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the likely
18 duration of further litigation; the amount offered in the Settlement; the extent of investigation and
19 discovery completed; and the experience and views of Class Counsel. The Court has further
20 considered the absence of Requests for Exclusion and objections to the Settlement. Accordingly,
21 the Court hereby directs that the Settlement be affected in accordance with the Settlement
22 Agreement and the following terms and conditions.

23 6. A full opportunity has been afforded to the Putative Class Members to participate
24 in the Final Approval Hearing, and all Putative Class Members and other persons wishing to be
25 heard have been heard. The Putative Class Members also have had a full and fair opportunity to
26 exclude themselves from the Settlement. Accordingly, the Court determines that all Putative Class
27 Members who did not submit a timely and valid Request for Exclusion to the Claims Administrator
28 ("Settlement Class Members") are bound by this Final Approval Order and Judgment.

1 7. The Court finds that payment of Claims Administration Costs in the amount of
2 \$10,000 is appropriate for the services performed and costs incurred and to be incurred for the
3 notice and settlement administration process. It is hereby ordered that the Claims Administrator,
4 Phoenix Settlement Administrators, shall issue payment to itself in the amount of \$10,000, in
5 accordance with the Settlement Agreement.

6 8. The Court finds that the Class Representative Enhancement Payments sought are
7 fair and reasonable for the work performed by Plaintiffs on behalf of the Putative Class. It is
8 hereby ordered that the Claims Administrator issue payments to Plaintiffs Lisa Garcia, Mike
9 Peterson, and Nicholas Gallegos in the amount of \$8,500 to each of them for Class Representative
10 Enhancement Payments, according to the terms set forth in the Settlement Agreement.

11 9. The Court finds that the request for attorneys' fees in the amount of \$703,000 to
12 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
13 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
14 are hereby approved. It is hereby ordered that the Claims Administrator issue payment in the
15 amount of \$703,000 to *Lawyers for Justice, PC* for attorneys' fees, in accordance with the
16 Settlement Agreement.

17 10. The Court finds that reimbursement of litigation costs and expenses in the amount
18 of \$34,677.65 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
19 Claims Administrator issue payment in the amount of \$34,677.65 to *Lawyers for Justice, PC* for
20 reimbursement of litigation costs and expenses, in accordance with the Settlement Agreement.

21 11. The Court hereby enters Judgment by which Settlement Class Members shall be
22 conclusively determined to have given a release of any and all Released Claims against the
23 Released Parties, as set forth in the Settlement Agreement and Notice Packet. Only those
24 Settlement Class Members who cash, deposit, or otherwise negotiate their Individual Settlement
25 Payment checks will be deemed to have opted in for purposes of the Fair Labor Standards Act
26 ("FLSA") and to have, thereby, released the Released Parties of the Released Claims which arise
27 under the FLSA.

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1 12. It is hereby ordered that Defendant shall fund the Settlement, in accordance with
2 the Settlement Agreement.

3 13. It is hereby ordered that the Claims Administrator shall distribute Individual
4 Settlement Payments to Putative Class Members who submitted a timely and valid, or otherwise
5 accepted, Claim Form ("Claimant") within fourteen (14) calendar days after Defendant funds the
6 Settlement, according to the methodology and terms set forth in the Settlement Agreement.

7 14. It is ordered that funds associated with any and all Individual Settlement Payment
8 checks issued to Claimants that are returned as undeliverable and/or remain uncashed for more
9 than one hundred eighty (180) calendar days after they are issued, shall be transmitted as follows:
10 twenty-five percent (25%) to the California State Treasury for deposit in the Trial Court
11 Improvement and Modernization Fund, and seventy-five percent (75%) to the California State
12 Treasury for deposit into the Equal Access Fund of the Judicial Branch.

13 15. After entry of this Final Approval Order and Judgment, pursuant to California Rules
14 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
15 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
16 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
17 any dispute arising from or in connection with the distribution of settlement benefits.

18 16. Notice of entry of this Final Approval Order and Judgment shall be given to the
19 Putative Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix
20 Settlement Administrators' website for a period of at least sixty (60) calendar days after the date
21 of entry of this Final Approval Order and Judgment. Individualized notice is not required.

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Dated: 4-17-19

KEITH D. DAVIS, Judge

HONORABLE KEITH D. DAVIS
JUDGE OF THE SUPERIOR COURT