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**FILED**  
 Superior Court of California  
 County of Los Angeles

**APR 19 2019**

Sherril E. ...  
 By: ...  
 Deputy

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**RECEIVED**  
**APR 03 2019**  
**SPRING STREET**  
**DEPT. 2**

*Attorneys for Plaintiffs and the Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

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DFT, INC. WAGE AND HOUR CASES

JUDICIAL COUNCIL COORDINATION  
 PROCEEDING NO.: JCCP4882

Coordinated Actions:

Honorable Yvette M. Palazuelos  
 Department SSC9

ERIC BETANCES vs. DFT, INC. D/B/A  
 CANNON MANAGEMENT

Superior Court of California, County of Los Angeles: BC559751

Complaint Filed: October 6, 2014

ROXANA VALDEZ vs. DFT, INC. D/B/A  
 CANNON MANAGEMENT

Superior Court of California, County of San Bernardino: CIVDS1605358

Complaint Filed: April 12, 2016

**[FURTHER REVISED PROPOSED]  
 FINAL APPROVAL ORDER AND  
 JUDGMENT**

**RECEIVED**  
**LOS ANGELES SUPERIOR COURT**

**MAR 29 2019**

1 This matter has come before the Honorable Yvette M. Palazuelos in Department SSC9 of  
2 the above-entitled Court, located at the Spring Street Courthouse, 312 North Spring Street, Los  
3 Angeles, California 90012, on Plaintiffs Eric Betances and Roxana Valdez's ("Plaintiffs")  
4 Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and Enhancement  
5 Payments ("Motion for Final Approval"). Lawyers *for* Justice, PC appeared on behalf of  
6 Plaintiffs and the Class, and Jackson Lewis P.C. appeared on behalf of Defendant DFT, Inc.  
7 d/b/a Cannon Management ("Defendant").

8 On July 6, 2018, the Court entered an Order Granting Preliminary Approval of Class  
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the  
10 Stipulation of Class Action and PAGA Settlement and Release ("Original Agreement") and  
11 Amendment No. 1 to Stipulation of Class Action and PAGA Settlement and Release, which,  
12 together with Amendment No. 2 to Stipulation of Class Action and PAGA Settlement and  
13 Release (collectively, "Settlement," "Agreement," or "Settlement Agreement"), set forth the  
14 terms and conditions for settlement of the above-entitled coordinated action ("Action"). The  
15 Action consists of the matters entitled *Eric Betances v. DFT, Inc. d/b/a Cannon Management*,  
16 Los Angeles County Superior Court Case No. BC559751, and *Roxana Valdez v. DFT, Inc. d/b/a*  
17 *Cannon Management*, San Bernardino County Superior Court Case No. CIVDS1605358  
18 (collectively, the "Lawsuits").

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

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

- 22 1. All terms used herein shall have the same meaning as defined in the Settlement  
23 Agreement and the Preliminary Approval Order.
- 24 2. This Court has jurisdiction over the claims of the Class Members asserted in this  
25 proceeding and over all parties to the Action.
- 26 3. The Court finds that the applicable requirements of California Code of Civil  
27 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with  
28 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional

1 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.

2 The Class is hereby defined to include:

3 All hourly-paid or non-exempt individuals employed by Defendant within the  
4 State of California between October 6, 2010 and July 6, 2018 (“Class” or  
“Class Members”).

5 4. The Notice of Class Action and PAGA Settlement (“Class Notice”) that was  
6 provided to the Class Members, fully and accurately informed the Class Members of all material  
7 elements of the Settlement and of their opportunity to participate in, object to or comment  
8 thereon, or to seek exclusion from, the Settlement; was the best notice practicable under the  
9 circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully  
10 with the laws of the State of California, the United States Constitution, due process and other  
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided  
12 the Class Members with adequate instructions and a variety of means to obtain additional  
13 information.

14 5. Pursuant to California law, the Court hereby grants final approval of the  
15 Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a  
16 whole. More specifically, the Court finds that the Settlement was reached following meaningful  
17 discovery and investigation conducted by Lawyers *for* Justice, PC and Girardi & Keese  
18 (together, “Class Counsel”); that the Settlement is the result of serious, informed, adversarial,  
19 and arms-length negotiations between the parties; and that the terms of the Settlement are in all  
20 respects fair, adequate, and reasonable. In so finding, the Court has considered all of the  
21 evidence presented, including evidence regarding the strength of Plaintiffs’ cases; the risk,  
22 expense, and complexity of the claims presented; the likely duration of further litigation; the  
23 amount offered in the Settlement; the extent of investigation and discovery completed; and the  
24 experience and views of Class Counsel. The Court has further considered the absence of any  
25 objections to the Settlement and that there were only four (4) valid and timely Requests for  
26 Exclusion, representing less than 0.5% of the Class Members. Accordingly, the Court hereby  
27 directs that the Settlement be affected in accordance with the Settlement Agreement and the  
28 following terms and conditions.

1           6.       A full opportunity has been afforded to the Class Members to participate in the  
2 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been  
3 heard. The Class Members also have had a full and fair opportunity to exclude themselves from  
4 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a  
5 timely and valid Request for Exclusion to the Settlement Administrator are bound by this Final  
6 Approval Order and Judgment.

7           7.       The Court finds that Class Members Hector Aquino, John Michael Gibson,  
8 Andrew Olague, and Shantel Del Rosario, have timely and validly opted out of the Settlement  
9 and will not be bound by this Final Approval Order and Judgment.

10          8.       The Court finds that payment of Settlement Administration Costs in the amount of  
11 \$9,500 is appropriate for the services performed and costs incurred for the notice and settlement  
12 administration process. It is hereby ordered that the Settlement Administrator, Phoenix  
13 Settlement Administrators, shall issue payment to itself in the amount of \$9,500, in accordance  
14 with the Settlement Agreement.

15          9.       The Court finds that the Class Representative Enhancement Payments sought are  
16 fair and reasonable for the work performed by Plaintiffs on behalf of the Class. It is hereby  
17 ordered that the Settlement Administrator issue payment to Plaintiff Eric Betances in the amount  
18 of \$7,500 and Plaintiff Roxana Valdez in the amount of \$5,000 as Class Representative  
19 Enhancement Payments, according to the terms set forth in the Settlement Agreement.

20          10.       The Court finds that the allocation of \$30,000 toward penalties under the  
21 California Private Attorneys General Act of 2004 ("PAGA Settlement Amount"), is fair,  
22 reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute  
23 the PAGA Settlement Amount as follows: the amount of \$22,500 to the California Labor and  
24 Workforce Development Agency, and the amount of \$7,500 to be distributed to Settlement Class  
25 Members who were employed by Defendant during the time period from October 6, 2013 to July  
26 6, 2018 ("PAGA Class Members"), according to the methodology and terms set forth in the  
27 Settlement Agreement.

28       ///

1           11.     The Court finds that the request for an award of attorneys' fees in the amount of  
2 \$192,500 to Class Counsel falls within the range of reasonableness, and the results achieved  
3 justify the award sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and  
4 appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator  
5 issue payment in the amount of \$192,500 for attorneys' fees, in accordance with the Settlement  
6 Agreement and the following terms and conditions, as follows: \$154,000 to Lawyers *for* Justice,  
7 PC and \$38,500 to Girardi & Keese.

8           12.     The Court finds that reimbursement of litigation costs and expenses in the amount  
9 of \$24,570.99 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the  
10 Settlement Administrator issue payment in the amount of \$24,570.99 to Class Counsel for  
11 reimbursement of litigation costs and expenses, in accordance with the Settlement Agreement, as  
12 follows: \$11,931.73 to Lawyers *for* Justice, PC and \$12,639.26 to Girardi & Keese.

13           13.     The Court hereby enters Judgment by which Settlement Class Members shall be  
14 conclusively determined to have given a release of any and all Released Claims against the  
15 Released Parties, as set forth in the Settlement Agreement and the Class Notice. Only those  
16 Settlement Class Members who cash, deposit, or otherwise negotiate their Individual Settlement  
17 Payment checks shall be deemed to have opted in for purposes of the Fair Labor Standards Act  
18 ("FLSA") and to have, thereby, released the Released Parties of the Released Claims which arise  
19 under the FLSA.

20           14.     As used in paragraph 13, the quoted terms have the meanings set forth below:

21           (a) "Settlement Class Member(s)" or "Settlement Class" means all hourly-paid  
22           or non-exempt individuals employed by Defendant within the State of  
23           California between October 6, 2010 and July 6, 2018, who did not submit  
24           a timely and valid Request for Exclusion to the Settlement Administrator.

25           (b) "Released Claims" means all of the claims described in section 33 of the  
26           Original Agreement, as follows:

27     ///

28     ///

1 All allegations, claims, rights, demands, liabilities and causes of action  
2 of any nature and description, against Defendant and Released Parties  
3 under state, federal, or local law, whether statutory, constitutional,  
4 contractual, common law, and administrative law claims, made or  
5 which could have been made in the Action, based on the allegations in  
6 the Lawsuits and amendments thereto, from October 6, 2010 through  
7 July 6, 2018, including the following claims and any corresponding or  
8 related claims under the Fair Labor Standards Act: failure to pay for all  
9 hours worked, including but not limited to minimum wage and  
10 overtime hours; failure to provide meal periods and failure to pay  
11 associated premium payments; failure to provide rest breaks and  
12 failure to pay associated premium payments; failure to timely pay  
13 wages during employment; failure to reimburse business expenses;  
14 failure to keep accurate payroll records; failure to provide compliant  
15 wage statements; failure to timely pay all wages due at time of  
16 separation and associated waiting time penalties; failure to comply  
17 with the California Labor Code and associated PAGA civil penalties;  
18 and alleged violation of the California Business and Professions Code  
19 section 17200, *et seq.*, including, but not limited to, injunctive relief,  
20 punitive damages, liquidated damages, penalties of any nature,  
21 interest, fees, and costs.

22 (c) "Released Parties" means:

23 Defendant and any of its current and former parents, subsidiaries,  
24 affiliates, divisions, successors, assigns, and officers, directors,  
25 employees, and shareholders thereof, if any.

26 15. It is hereby ordered that Defendant shall fund the Maximum Settlement Amount  
27 within seven (7) calendar days after the Effective Date, in accordance with the Settlement  
28 Agreement.

15. It is hereby ordered that the Settlement Administrator shall distribute checks for  
payment of Individual Settlement Payments to Settlement Class Members and Individual PAGA  
Payments to PAGA Class Members, according to the terms set forth in the Settlement  
Agreement.

17. It is hereby ordered that all Individual Settlement Payment checks issued to  
Settlement Class Members and Individual PAGA Payment checks issued to PAGA Class  
Members will be valid and negotiable for at least one hundred eighty (180) calendar days after  
they are issued. The parties shall file a final report and/or declaration from the Settlement  
Administrator after the expiration of the 180-day period and no later than December 11, 2019,  
reporting the total amount that was actually paid to the Settlement Class Members and PAGA

1 Class Members and the total amount that was not cashed or deposited ("Final Report"). On or  
2 before January 13, 2020, Class Counsel shall file and serve a stipulation, proposed order, and  
3 Proposed Amended Judgment that includes, *inter alia*, the amount of the distribution of unpaid  
4 cash residue and unclaimed or abandoned funds to the non-party recipient LA Family Housing,  
5 the accrued interest on that sum, and any other information required to be set forth pursuant to  
6 Government Code section 68520, as incorporated into California Code of Civil Procedure  
7 section 384.5. The stipulation shall be signed by Class Counsel, Defendant's Counsel and  
8 counsel for (or an authorized representative of) LA Family Housing. The stipulation shall  
9 include a statement to the effect that all interested persons are in accord with the Proposed  
10 Amended Judgment and have no objection to the entry of an amended Judgment. If there are  
11 objections by any party or non-party, Class Counsel shall immediately notify the Court and the  
12 matter will be set for further hearing. Pursuant to California Code of Civil Procedure section  
13 384.5, a conformed copy of the stipulation, order, and Amended Judgment (once signed by the  
14 Court) shall be forwarded by Class Counsel to the Judicial Council.

15 18. A non-appearance case management review re: Final Report and Stipulation and  
16 Amended Judgment is set for February 13, 2020 at 8:30 a.m. in Department SSC9.

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

22 20. Notice of entry of this Final Approval Order and Judgment shall be given to the  
23 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix  
24 Settlement Administrators' website for a period of at least sixty (60) calendar days after the date  
25 of entry of this Final Approval Order and Judgment. No individualized notice shall be required.

26  
27 Dated: Apr. 19, 2019

  
HONORABLE \_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

**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 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On March 28, 2019, I served the foregoing document(s) described as: **[FURTHER REVISED PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT** on interested parties in this action by electronic service as follows:

Frank M. Liberatore  
*LiberatF@jacksonlewis.com*

Eric J. Gitig  
*eric.gitig@jacksonlewis.com*

JACKSON LEWIS P.C.  
725 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5408

*Attorneys for Defendant DFT, Inc. dba Cannon Management*

**[X] BY ELECTRONIC SERVICE**

Pursuant to the Court's Order regarding Electronic Service, I caused the documents described above to be E-Served through File & ServeXpress by electronically mailing a true and correct copy through File & ServeXpress to the individual(s) listed above.

State of California, Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

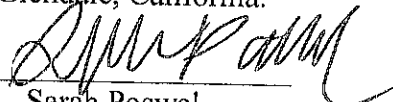
**[X] BY ONLINE SUBMISSION**

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(1). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

**[X] STATE**

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

Executed on March 28, 2019 at Glendale, California.

  
\_\_\_\_\_  
Sarah Poswal

**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203