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ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUL 17 2020

Sherri R. Carter, Executive Officer/Clerk
By Marisela Fregoso, Deputy

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

12 DARREN MCDOWELL, individually, and on
13 behalf of other members of the general public
14 similarly situated and on behalf of other
15 aggrieved employees pursuant to the
16 California Private Attorneys General Act,

17 Plaintiff,

18 vs.

19 HYDRO-AIRE, INC., a California
20 Corporation; CRANE AEROSPACE AND
21 ELECTRONICS CO., an unknown business
22 entity; and DOES 1 through 100, inclusive,

23 Defendants.

Case No.: BC693305

Honorable Elihu M. Berle
Department SSC6

CLASS ACTION

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

Date: July 10, 2020
Time: 9:00 a.m.
Department: SSC6

Complaint Filed: February 7, 2018
FAC Filed: May 10, 2018
SAC Filed: June 27, 2019
Trial Date: None Set

24 **RECEIVED**
25 LOS ANGELES SUPERIOR COURT
26 JUL 15 2020
27 S. DREW
28

1 This matter has come before the Honorable Elihu M. Berle in Department SSC6 of the
2 above-entitled Court, located at Spring Street Courthouse 312 North Spring Street, Los Angeles,
3 California 90012, on Plaintiff Darren McDowell's ("Plaintiff") Motion for Final Approval of Class
4 Action Settlement, Class Counsel Award, and Service Award ("Motion for Final Approval").

5 On December 20, 2019, the Court entered the Order Granting Preliminary Approval of
6 Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
7 settlement of the above-entitled action ("Action") reached by Plaintiff and Defendants Hydro-Aire,
8 Inc. ("Defendant" or "Hydro-Aire") (collectively, the "Parties") in accordance with the Class
9 Action and PAGA Settlement Agreement and Amendment No. 1 to Class Action and PAGA
10 Settlement Agreement (collectively, "Settlement," "Agreement," or "Settlement Agreement"),
11 which, together with the exhibits annexed thereto, set forth the terms and conditions for settlement
12 of the 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 Class Members asserted in this
19 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 Class and the Settlement. The Court hereby makes final its earlier provisional certification
23 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
24 hereby defined to include:

25 All current and former hourly-paid or non-exempt employees of
26 Hydro-Aire in California at any time during the period from
February 7, 2014 through June 15, 2019 ("Class" or "Class
Members").

27 4. The Notice of Class Action and PAGA Settlement ("Class Notice") that was
28 provided Class Members, fully and accurately informed the Class Members of all material

1 elements of the Settlement and of their opportunity to participate in, object to or comment thereon,
2 or to seek exclusion from, the Settlement; was the best notice practicable under the circumstances;
3 was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
4 State of California, the United States Constitution, due process and other applicable law. The Class
5 Notice fairly and adequately described the Settlement and provided the Class Members with
6 adequate instructions and a variety of means to obtain additional information.

7 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
8 and finds that it is reasonable and adequate, in the best interests of the Class as a whole, and was
9 entered in good faith pursuant to and within the meaning of California Code of Civil Procedure
10 section 877.6. More specifically, the Court finds that the Settlement was reached following
11 meaningful discovery and investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”);
12 that the Settlement is the result of serious, informed, adversarial, and arms-length negotiations
13 between the Parties; and that the terms of the Settlement are in all respects fair, adequate, and
14 reasonable. In so finding, the Court has considered all of the evidence presented, including
15 evidence regarding the strength of Plaintiff’s case; the risk, expense, and complexity of the claims
16 presented; the likely duration of further litigation; the amount offered in the Settlement; the extent
17 of investigation and discovery completed; and the experience and views of Class Counsel. The
18 Court has further considered the absence of Objections and Requests for Exclusion. Accordingly,
19 the Court hereby directs that the Settlement be affected in accordance with the Settlement
20 Agreement and the following terms and conditions.

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

27 7. The Court finds that payment of Settlement Administration Costs in the amount of
28 \$7,500 is appropriate for the services performed and costs incurred and to be incurred for the notice

1 and settlement administration process. It is hereby ordered that the Settlement Administrator,
2 Phoenix Class Action Administration Solutions, shall issue payment to itself in the amount of
3 \$7,500, in accordance with the Settlement Agreement.

4 8. The Court finds that the Service Award sought is fair and reasonable for the work
5 performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
6 Administrator issue payment in the amount of \$7,500 to Plaintiff Darren McDowell for his Service
7 Award, according to the terms set forth in the Settlement Agreement.

8 9. The Court finds that the allocation of \$25,000 toward penalties under the California
9 Private Attorneys General Act of 2004, is fair, reasonable, and appropriate, and hereby approved.
10 The Settlement Administrator shall distribute the allocation of the civil penalties under PAGA as
11 follows: the amount of \$18,750 to the California Labor and Workforce Development Agency, and
12 the amount of \$6,250 to be included in the Net Settlement Amount for distribution to Settlement
13 Class Members, according to the terms set forth in the Settlement Agreement.

14 10. The Court finds that the requested attorneys' fees in the amount of \$759,000 to
15 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
16 sought. The requested attorneys' fees to Class Counsel in the amount of \$759,000 are fair,
17 reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement
18 Administrator issue payment in the amount of \$759,000 to Lawyers *for* Justice, PC for attorneys'
19 fees, in accordance with the Settlement Agreement.

20 11. The Court finds that reimbursement of litigation costs and expenses in the amount
21 of \$23,296.64 to Class Counsel is reasonable and is hereby approved. It is hereby ordered that the
22 Settlement Administrator issue payment in the amount of \$23,296.64 to Lawyers *for* Justice, PC
23 for reimbursement of litigation costs and expenses, in accordance with the Settlement Agreement.

24 12. The Court hereby enters Judgment by which Settlement Class Members shall be
25 conclusively determined to have given a release of any and all Released Claims against the
26 Released Parties during the Class Period, as set forth in the Settlement Agreement and Class
27 Notice. Only those Settlement Class Members who cash, deposit, endorse, or otherwise negotiate
28 their Class Member Payment check will be deemed to have opted in to the Action under the Fair

1 Labor Standards Act (“FLSA”) and to have thereby settled and released the Released Claims that
2 arise under the FLSA.

3 13. It is hereby ordered that Defendant shall transmit the Gross Settlement Amount to
4 the Settlement Administrator within ten (10) business days after the Final Effective Date, in
5 accordance with the Settlement Agreement.

6 14. It is hereby ordered that the Settlement Administrator shall distribute Class Member
7 Payments to the Settlement Class Members within fifteen (15) business days after the Final
8 Effective Date, according to the methodology and terms set forth in the Settlement Agreement.

9 15. It is ordered that any and all Class Member Payment checks issued to Settlement
10 Class Members that are not cashed, deposited, or otherwise negotiated within one hundred eighty
11 (180) calendar days after the date on which they are initially mailed shall be cancelled, and the
12 funds associated with cancelled checks shall be tendered to the State Controller’s Office
13 Unclaimed Property Division in the names of the affected Settlement Class Members.

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

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

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1 18. An Order to Show Cause re Compliance is scheduled for March 9, 2021 at 8:30
2 a.m. in Department SSC6 of the above-captioned Court. Plaintiff is to file a declaration from the
3 Settlement Administrator regarding the distribution of the Gross Settlement Amount by February
4 23, 2021.

5
6 Dated: _____

7.17.20

ELIHU M. BERLE

HONORABLE ELIHU M. BERLE
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 July 15, 2020, I served the foregoing document(s) described as:

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

on interested parties in this action by Electronic Service as follows:

Jeffrey A. Wortman
Brian Long
SEYFARTH SHAW LLP
601 South Figueroa Street, Suite 3300
Los Angeles, CA 90017

Reiko Furuta
SEYFARTH SHAW LLP
One Century Plaza
2029 Century Park East, Suite 3500
Los Angeles, CA 90067

Attorneys for Defendant Hydro-Aire, Inc.

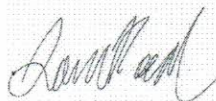
[X] BY ELECTRONIC SERVICE

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

[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 July 15, 2020 at Glendale, California.



Sarah Poswal