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Superior Court of California
County of Los Angeles

12/14/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: B. Guerrero Deputy

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

11 LUIS SEGURA, as an individual and on
behalf of all others similarly situated,

13 Plaintiff,

14 vs.

16 CERTIFIED TILE, INC., a California
Corporation; and DOES 1 through 100,

18 Defendants.
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Case No. 19STCV25307

CLASS ACTION

*[Assigned for all purposes to the Hon. Kenneth
R. Freeman, Dept. SSC-14]*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS REPRESENTATIVE
INCENTIVE AWARD, AND ATTORNEYS'
FEES AND COSTS**

Date: December 14, 2021

Time: 10:00 a.m.

Dept.: SSC-14

1 **ORDER**

2 The Motion of Plaintiff Luis Segura (“Plaintiff”) for Final Approval of Class Action
3 Settlement, Class Representative Incentive Award, and Attorneys’ Fees and Costs (“Final
4 Approval Motion”) came on regularly for hearing on December 14, 2021 at 10:00 a.m., pursuant
5 to California Rule of Court 3.769 and this Court’s earlier Order granting preliminary approval.
6 Having considered the parties’ Stipulation of Settlement (“Settlement”) and the documents and
7 evidence presented in support thereof (including the Amendment to Stipulation of Settlement
8 submitted by the parties on July 12, 2021), and recognizing the sharply disputed factual and legal
9 issues involved in this case, the risks of further prosecution, and the substantial benefits to be
10 received by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling
11 that the Settlement is fair, reasonable, and adequate, and is the product of good faith, arm’s-length
12 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS
13 Plaintiff’s Final Approval Motion and hereby ORDERS the following:

14 1. The conditional class certification is hereby made final, and the Court thus
15 certifies, for purposes of the Settlement, the Settlement Class, defined as follows:

16 All current and former non-exempt employees of Certified Tile, Inc. (“CTI”) who
17 worked on tile installation projects for CTI in California at any time from July 22,
18 2015 through July 15, 2020 (“Class Period”).

19 2. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines and Tuvia
20 Korobkin of Haines Law Group, APC are hereby confirmed as Class Counsel.

21 3. Notice was provided to Settlement Class members as set forth in the Settlement,
22 which was approved by the Court on July 20, 2021, and the notice process has been completed in
23 conformity with the Settlement. The Court finds that said notice was the best notice practicable
24 under the circumstances. The Class Notice provided due and adequate notice of the proceedings
25 and matters set forth therein, informed Settlement Class members of their rights, and fully
26 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of
27 Court 3.769, and due process.

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1 4. The Court finds that no Settlement Class member objected to the Settlement, that
2 no Settlement Class member opted out of the Settlement, and that the 100% participation rate in
3 the Settlement supports final approval.

4 5. The Court finds that upon the occurrence of the Effective Date (as defined in the
5 Settlement) and the Settlement being fully funded, and upon satisfaction of all obligations under
6 the Settlement and this Final Approval Order, and by virtue of the Judgment entered concurrently
7 herewith, Plaintiff and every member of the Settlement Class will fully release and discharge CTI
8 and any of CTI's past and present divisions, d/b/a's, parents, subsidiaries, affiliates, predecessors,
9 successors, assigns, and their respective shareholders, owners, officers, directors, managers,
10 employees, agents, trustees, attorneys, insurers, representatives, administrators, privies, and/or
11 any and all persons and/or corporate entities acting by, through, under or in concert with any of
12 them (collectively, the "Released Parties") from all claims, causes of action, and legal theories
13 alleged in the Complaint, or which could have been alleged based on the facts alleged in the
14 Complaint, including but not limited to all claims that could be brought under Labor Code
15 Sections: 201, 202, 203, 204, 210, 226 et seq., 226.3, 226.7, 510, 558 et seq., 1174(d), 1194, 1197,
16 1197.1, 1198, and 2802 for: (a) failure to pay all overtime wages (including unpaid travel time,
17 and failure to include value of "meal allowances" in the regular rate of pay for purposes of
18 calculating overtime premium wages); (b) minimum wage violations (including unpaid travel
19 time); (c) rest period violations; (d) wage statement violations; (e) waiting time penalties; (f)
20 failure to reimburse for necessary business expenditures (including mileage and tools); and (g) all
21 claims for unfair business practices premised on the above-mentioned violations ("California
22 Released Claims"). The period of the Release of the California Released Claims shall extend to
23 the limits of the Class Period. In addition, all Settlement Class members (regardless of whether
24 they opt out) who worked for CTI during the period of July 23, 2018 through the end of the Class
25 Period ("PAGA Period") shall release all claims for civil penalties under PAGA based on the
26 facts alleged in the operative Complaint and Plaintiff's PAGA letter to the LWDA (the "PAGA
27 Released Claims"). The Period of the Release of the PAGA Released Claims shall extend to the
28 limits of the PAGA Period.

1 6. The Court finds that, pursuant to the Settlement, and in consideration of his
2 incentive award, Plaintiff, upon the occurrence of the Effective Date (as defined in the Settlement)
3 and the Settlement being fully funded, and upon satisfaction of all obligations under the
4 Settlement and this Final Approval Order, shall, by virtue of the concurrently entered Judgment,
5 in addition to the California Released Claims and PAGA Released Claims described above,
6 release any and all complaints, claims, penalties, liabilities, obligations, promises, agreements,
7 controversies, damages, costs, losses, debts and expenses (including attorneys' fees and costs
8 actually incurred), of any nature whatsoever, including but not limited to claims arising from the
9 California Constitution; California Labor Code; Title VII of the Civil Rights Act of 1964 (42
10 U.S.C. §2000e); the California Fair Employment and Housing Act (Cal. Govt. Code §12900 et
11 seq.); the Americans with Disabilities Act; the Age Discrimination in Employment Act (29 U.S.C.
12 §§621-633a); and claims of intentional infliction of emotional distress; defamation and/or libel,
13 or any other damage to reputation claims; breach of implied contract or for claims of a breach of
14 the covenant of good faith and fair dealing, as well as any other express or implied covenant; or
15 any other statute or common law principle of similar effect, known or unknown, which the person
16 giving this release now has, owns, or holds, or claims to have, own or hold, or which said person
17 at any time heretofore had, owned, or held, or claimed to have, own, or hold or which said person
18 at any time hereinafter may have, own, or hold, or claim to have, own, or hold, against each or
19 any of the Released Persons, arising from acts, events, or circumstances occurring on or before
20 the date the Settlement was signed by Plaintiff. As to the foregoing claims, Plaintiff expressly
21 waives the benefits of California Civil Code §1542. Civil Code §1542 provides: "A general
22 release does not extend to claims that the creditor or releasing party does not know or suspect to
23 exist in his or her favor at the time of executing the release and that, if known by him or her,
24 would have materially affected his or her settlement with the debtor or released party." Plaintiff's
25 Release is not intended to, nor does it cover, any claims related to workers compensation benefits
26 or any claims that cannot be released as a matter of law.

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1 7. The Court hereby approves the settlement as set forth in the Settlement as fair,
2 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
3 terms.

4 8. For purposes of settlement only, the Court finds that: (a) the members of the
5 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
6 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
7 community of interest among members of the Settlement Class with respect to the subject matter
8 of the litigation; (c) the claims of the Class Representative are typical of the claims of the members
9 of the Settlement Class; (d) the Class Representative has fairly and adequately protected the
10 interests of the Settlement Class members; (e) a class action is superior to other available methods
11 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
12 counsel for the Class Representative and the Settlement Class.

13 9. The Court finds that given the absence of objections, and objections being a
14 prerequisite to appeal, this Order shall be considered “Final,” and the “Final Effective Date” (as
15 defined in the Settlement) shall have occurred, as of the date this Order is entered.

16 10. The Court orders CTI to fund the Gross Settlement Amount as provided in the
17 Settlement.

18 11. The Court finds that the individual Settlement Awards, as provided for in the
19 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
20 distribute the Settlement Awards in conformity with the terms of the Settlement.

21 12. The Court finds that an enhancement award in the amount of \$5,000 to Plaintiff is
22 appropriate for Plaintiff’s risks undertaken and his service to the Settlement Class. The Court
23 finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator
24 make this payment in conformity with the terms of the Settlement.

25 13. The Court finds that attorneys’ fees in the amount of \$116,666.67, and litigation
26 costs of \$16,911.88 for Class Counsel, are fair, reasonable, and adequate in light of the common
27 fund created by the Settlement, and orders that the Settlement Administrator distribute these
28 payments to Class Counsel in conformity with the terms of the Settlement.

1 14. The Court orders that the Settlement Administrator shall be paid \$10,000.00 from
2 the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work
3 done and to be done until the completion of this matter, and finds that sum appropriate.

4 15. The Court finds that the payment to the California Labor & Workforce
5 Development Agency (“LWDA”) in the amount of \$7,500.00 for its share of the settlement of
6 Plaintiff’s representative claim under the California Labor Code Private Attorneys General Act
7 (“PAGA”) is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
8 this payment to the LWDA in conformity with the terms of the Settlement.

9 16. This Court will retain jurisdiction to enforce the Settlement, this Final Approval
10 Order, and the Judgment entered concurrently herewith.

11 17. Plaintiff shall file a disbursement declaration on or before ~~February 15, 2023~~. A
12 Non-Appearance Case Review regarding the disbursement of Settlement funds is hereby set for
13 ~~Ú^] c{ à^! /fi ÉGEGG~~, 2023 at ~~1 KEEÁ È È~~ a.m./p.m.

14 **IT IS SO ORDERED.**

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16 Dated: 12/14/2021



17 **Kenneth R. Freeman**
18 Honorable Kenneth R. Freeman
19 Judge of the Superior Court
20 Kenneth R. Freeman / Judge
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