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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MARCEL HARRINGTON, BENITO
JUAREZ, individually, and on behalf of other
members of the general public similarly
situated,

Plaintiffs,

v.

ARLON GRAPHICS, LLC, a Delaware
Limited Liability Company; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 30-2018-00970444-CU-OE-CXC

Honorable Peter Wilson
Department CX-102

CLASS ACTION

**REVISED ORDER OF FINAL APPROVAL
AND JUDGMENT**

Hearing Date: October 8, 2020
Hearing Time: 2:00 p.m.
Hearing Place: Department CX-102

Complaint Filed: January 25, 2018
FAC Filed: February 16, 2018
SAC Filed: February 4, 2020
Jury Trial: None Set

1 This matter has come before the Honorable Peter Wilson in Department CX-102 of the above-
2 entitled Court, located at 751 W Santa Ana Blvd., Santa Ana, California 92701, on Plaintiffs Marcel
3 Harrington and Benito Juarez (collectively, the “Plaintiffs”) Motion for Final Approval of Class
4 Action Settlement, Attorneys’ Fees Award, Costs, and Named Plaintiffs’ Enhancement Payment
5 (“Motion for Final Approval”). On October 7, 2020, the Court published its tentative ruling granting
6 the Motion for Final Approval based on certain conditions. The Parties submitted on the Court’s
7 tentative ruling.

8 On February 26, 2020, the Court entered an Order Granting Preliminary Approval of Class
9 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement of
10 the above-entitled action (“Action”) in accordance with the Joint Stipulation of Class Action and
11 PAGA Settlement and First and Second Amendment to the Joint Stipulation of Class Action and
12 PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together with the
13 exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

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

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

17 All terms used herein shall have the same meaning as defined in the Settlement Agreement and
18 the Preliminary Approval Order. This Court has jurisdiction over the claims of the Class Members
19 asserted in this proceeding and over all parties to the Action. The Court finds that the applicable
20 requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et*
21 *seq.* have been satisfied with respect to the Class and the Settlement. The Court hereby makes final its
22 earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary
23 Approval Order. The Class is hereby defined to include:

24 All persons employed by Defendant Arlon Graphics, LLC in California as non-
25 exempt, hourly employees at any time during the time period from January 25,
26 2014 through October 31, 2019.

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

9 The Court grants final approval of the Settlement, as reflected in the Joint Stipulation of Class
10 Action and PAGA Settlement and First and Second Amendment to the Joint Stipulation of Class
11 Action and PAGA Settlement (attached hereto as **Exhibits 1, 2, and 3**, respectively) and finds it
12 reasonable and adequate, and in the best interests of the Class as a whole. More specifically, the Court
13 finds that the Settlement was reached following meaningful discovery and investigation conducted by
14 Class Counsel; that the Settlement is the result of serious, informed, adversarial, and arms-length
15 negotiations between the parties; and that the terms of the Settlement are in all respects fair, adequate,
16 and reasonable. In so finding, the Court has considered all of the evidence presented, including
17 evidence regarding the strength of the Plaintiffs’ case; the risk, expense, and complexity of the claims
18 presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of
19 investigation and discovery completed; and the experience and views of Class Counsel.

20 The Settlement Agreement is not an admission by Defendant, nor is this Order a finding of the
21 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement
22 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
23 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
24 concession, or liability whatsoever by or against Defendant.

25 The Court has considered that there were only six Opt-Out Forms submitted by Class Members
26 to the Class Administrator. The Court has considered that no Class Members submitted any objections
27 to the Settlement.

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

6 The plan of allocation and distribution of the Gross Settlement Amount is fair, adequate, and
7 reasonable, and hereby approved. It is hereby ordered that Defendant shall pay the Gross Settlement
8 Amount, in accordance with the methodology and terms set forth in the Settlement Agreement.

9 It is hereby ordered that the Class Administrator, Phoenix Class Action Administration
10 Solutions (“Phoenix”), shall issue payment to itself in the amount of \$9,750.00 for the services
11 performed and costs incurred for the notice and settlement administration process, in accordance with
12 the Settlement Agreement.

13 It is hereby ordered that the Class Administrator shall distribute settlement payments to all
14 Eligible Class Members, according to the methodology and terms set forth in the Settlement
15 Agreement.

16 It is further ordered, pursuant to California Code of Civil Procedure section 384, that all
17 settlement checks issued to Eligible Class Members that are not cashed within one hundred eighty
18 (180) calendar days after they are issued will be cancelled. The Court finds good cause that uncashed
19 checks be sent to the California State Controller’s Unclaimed Property Fund after 365 days pursuant to
20 the Unclaimed Property Law.

21 The Court finds that the Named Plaintiffs’ Enhancement Payments sought for Plaintiff Marcel
22 Harrington and Plaintiff Benito Juarez are fair and reasonable for the work performed by Plaintiffs on
23 behalf of the Class. It is hereby ordered that the Class Administrator issue payment to Plaintiff Marcel
24 Harrington in the amount of \$5,000 as him Named Plaintiff’s Enhancement Payment and to Plaintiff
25 Benito Juarez in the amount of \$5,000 as him Named Plaintiff’s Enhancement Payment.

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1 The Court finds that the allocation of \$20,000 toward penalties under the California Private
2 Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and appropriate, and hereby
3 approved. The Class Administrator shall distribute the PAGA Penalties as follows: the amount of
4 \$15,000 to the California Labor and Workforce Development Agency, and the amount of \$5,000 as
5 PAGA Class Member Share according to the methodology and terms set forth in the Settlement
6 Agreement.

7 The Court finds that the request for an award of attorneys’ fees in the amount of \$218,750 falls
8 within the range of reasonableness, and the results achieved justify the award sought. The requested
9 attorneys’ fees are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that
10 the Class Administrator issue payment in the amount of \$218,750 to Justice Law Corporation for
11 attorneys’ fees, according to the methodology and terms set forth in the Settlement Agreement.

12 The Court finds that reimbursement of litigation costs and expenses in the amount of
13 \$22,435.14 incurred by Class Counsel is reasonable, and hereby approved. It is hereby ordered that
14 the Class Administrator issue payment in the amount of \$22,435.14 to Justice Law Corporation for
15 reimbursement of litigation costs and expenses.

16 The Court finds that the Action is fully and finally resolved by the Settlement Agreement
17 without a finding of liability by any party and that nothing herein is or should be construed as an
18 admission of liability by Defendant.

19 The Court hereby enters Judgment by which Class Members shall be conclusively determined
20 to have given a release of any Released Claims against the Released Parties, as set forth in the
21 Settlement Agreement and the Notice Packet.

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

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1 Notice of entry of this Final Approval Order and Judgment shall be given to the Class
2 Members by posting a copy of the Final Approval Order and Judgment on Phoenix Class Action
3 Administration Solutions 's website for a period of at least sixty (60) calendar days after the date of
4 entry of this Final Approval Order and Judgment. No individualized notice shall be required.

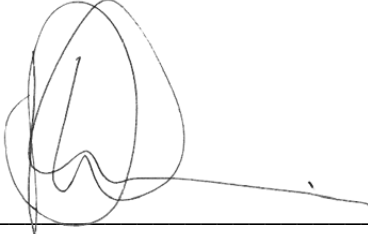
5 The notice accompanying payments by the Class Administrator must inform the Class
6 Members that a copy of the Final Approval Order and Judgment has been posted to the Class
7 Administrator's website for 60 days.

8 The Court sets a final accounting and compliance date for January 14, 2022 at 9:00 a.m. in
9 Department CX 102. Plaintiffs shall file a declaration of compliance and accounting from the Class
10 Administrator at least ten (10) court days prior to the compliance date. The final report must include
11 all information necessary for the Court to determine the total amount actually paid to class members
12 and the amount to be tendered to the State Controller's Office.

13 This Court HEREBY ORDERS, ADJUDGES AND DECREES that Judgment in this matter is
14 entered in accordance with the terms of this Order, and with the Settlement Agreement.

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16 IT IS SO ORDERED.

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19 DATED: October 19, 2020



HONORABLE PETER WILSON
SUPERIOR COURT JUDGE