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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

FEB 24 2021

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

APRIL GARRIS, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

CASCO EQUIPMENT CORPORATION; and
DOES 1 through 100,

Defendants.

Case No. RIC1904062

*[Assigned for all purposes to the Honorable
Sunshine S. Sykes, Department 6]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL JUDGMENT**

Date: February 18, 2021
Time: 8:30 a.m.
Dept.: 6

Complaint Filed: July 30, 2019
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on February 18, 2020 at 8:30
2 a.m., pursuant to California Rule of Court 3.769 and this Court's September 30, 2020 Order
3 Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order").
4 Having considered the parties' Stipulation of Settlement ("Settlement") and the documents and
5 evidence presented in support thereof, and recognizing the sharply disputed factual and legal
6 issues involved in this case, the risks of further prosecution and the substantial benefits to be
7 received by the Class pursuant to the Settlement, the Court hereby makes a final ruling that the
8 proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-
9 length negotiations between the parties.

10 The Stipulation of Settlement ("Settlement") is attached as an exhibit to the document
11 titled "Compendium of Declarations Filed Concurrently With Plaintiff's Motion for Preliminary
12 Approval of Class Action Settlement" filed on September 1, 2020. Specifically, the Settlement
13 is attached as Exhibit 1 to the "Declaration of Scott M. Lidman In Support of Plaintiff's Motion
14 For Preliminary Approval of Class Action Settlement". The "Declaration of Scott M. Lidman In
15 Support of Plaintiff's Motion For Preliminary Approval of Class Action Settlement" is attached
16 as Exhibit 1 to the "Compendium of Declarations Filed Concurrently With Plaintiff's Motion for
17 Preliminary Approval of Class Action Settlement." Unless otherwise indicated, all terms used in
18 this Order shall have the same meaning as that assigned to them in the Settlement.

19 Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final
20 Approval of Class Action Settlement and ORDERS as follows:

21 1. The conditional class certification contained in the Preliminary Approval Order is
22 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
23 Class consisting of:

24 All current and former non-exempt, hourly, employees of Defendants Casco
25 Equipment Corporation and Casco Equipment North Corporation who worked in
26 California at any time from July 30, 2015 through August 15, 2020.

27 2. Plaintiff April Garris is hereby confirmed as Class Representative, and Scott M.
28 Lidman, Elizabeth Nguyen and Milan Moore of Lidman Law, APC, and Paul Haines of Haines
Law Group, APC are hereby confirmed as Class Counsel.

1 3. Notice was provided to the Settlement Class as set forth in the Settlement, which
2 was preliminarily approved by the Court on September 30, 2020, and the notice process has been
3 completed in conformity with the Court's Order. The Court finds that said notice was the best
4 notice practicable under the circumstances. The Class Notice provided due and adequate notice
5 of the proceedings and matters set forth therein, informed Class Members of their rights, and fully
6 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of
7 Court 3.769, and due process.

8 4. The Court finds that no Class Member objected to the Settlement, that one (1)
9 Settlement Class member has opted-out of the Settlement, and that the 99.1% participation rate
10 in the Settlement supports final approval. The one (1) individual who opted out is: Russell
11 Goodale.

12 5. The Court hereby approves the settlement as set forth in the Settlement Agreement
13 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
14 according to its terms.

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

24 7. The Court finds that given the absence of objections to the Settlement, and
25 objections being a prerequisite to appeal, that this Order shall be considered final as of the date
26 of notice of entry.

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1 8. The Court orders that the Gross Settlement Amount in the amount of Two Hundred
2 Forty Thousand Dollars and Zero Cents (\$240,000.00) shall be deposited with the Settlement
3 Administrator, Phoenix Settlement Administrators (“Phoenix”), as provided for in the Settlement.

4 9. Any Settlement funds that remain uncashed after 180 calendar days after they are
5 mailed shall be delivered to the California State Controller’s Office – Unclaimed Property Fund
6 in the name of the Settlement Class member.

7 10. The Court finds that the Settlement Awards, as provided for in the Settlement, are
8 fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual
9 Settlement Awards in conformity with the terms of the Settlement. The Court further orders that
10 any envelope transmitting a Settlement Award to a Settlement Class member shall bear the
11 notation, “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” The Court
12 further orders that the Settlement Administrator shall mail a reminder postcard to any Settlement
13 Class member whose Settlement Award check has not been negotiated within sixty (60) days after
14 the initial date of mailing. The Court further orders that if any of the Settlement Class members
15 are Defendants’ current employees and the Settlement Award mailed to those current employees
16 is returned to the Settlement Administrator as being undeliverable, and the Settlement
17 Administrator is unable to locate a valid mailing address, the Settlement Administrator shall
18 arrange with Defendants to have those Settlement Awards delivered to the employees at their
19 place of employment.

20 11. The Court finds that a service award in the amount of \$5,000.00 for Plaintiff April
21 Garris is appropriate for her risks undertaken and service to the Settlement Class. The Court finds
22 that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator
23 make this payment in conformity with the terms of the Settlement.

24 12. The Court finds that the attorneys’ fees in the amount of \$80,000.00 and verified
25 litigation costs of \$10,020.52 for Class Counsel, are fair, reasonable, and adequate, and orders the
26 Settlement Administrator to distribute as follows this award as follows: total costs in the amount
27 of \$10,020.52 shall be payable to Haines Law Group, APC; fees in the amount of \$48,000 shall
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1 be payable to Haines Law Groups, APC, and fees in the amount of \$32,000 shall be payable to
2 Lidman Law, APC.

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

8 14. The Court orders that the Settlement Administrator shall be paid \$4,100.00 from
9 the Gross Settlement Amount for all of its work done and to be done until the completion of this
10 matter, and finds that sum appropriate.

11 15. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
12 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendants
13 separately, and in addition to, the Gross Settlement Amount.

14 16. The Court finds and determines that upon satisfaction of all obligations under the
15 Settlement and this Order, all Settlement Class members, (except Russell Goodale, who timely
16 submitted a Request for Exclusion), will be bound by the Settlement and will have released the
17 Released Claims as set forth in the Settlement.

18 17. The Settlement is not an admission by Defendants, nor is this Order and Final
19 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither
20 this Order and Final Judgment, the Settlement, nor any document referred to herein, nor any action
21 taken to carry out the Settlement, shall be construed or deemed an admission of liability,
22 culpability, or wrongdoing on the part of Defendants.

23 18. As of the date of this Order, Plaintiff and every member of the Settlement Class,
24 (except Russell Goodale, who timely submitted a Request for Exclusion), shall be deemed to
25 fully, forever, and completely release and discharge Casco Equipment Corporation and Casco
26 Equipment North Corporation ("Casco"), and all of their past and present officers, directors,
27 employees, and agents, (collectively the "Released Parties"), from release all claims, demands,
28 rights, liabilities and causes of action that were pled in any of the Complaints in the Action, or

1 which could have been pled in any of the Complaints in the Action based on the factual allegations
2 therein, that arose during the Class Period with respect to the following claims: (a) failure to pay
3 all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to provide meal
4 periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest
5 periods, or premium pay for non-complaint rest periods; (e) failure to provide accurate, itemized
6 wage statements; (f) failure to timely pay wages upon termination of employment; (g) failure to
7 indemnify necessary business expenses; (h) all claims for unfair business practices that could
8 have been premised on the facts, claims, causes of action or legal theories described above; and
9 (i) a claim under California Labor Code Private Attorneys General Act of 2004 that could have
10 been premised on the facts, claims, causes of action or legal theories described above
11 (collectively, the "Released Claims"). The period of the Release shall extend to the limits of the
12 Class Period.

13 Plaintiff and all Settlement Class members who were employed by Casco in California at
14 any time from July 30, 2018 through August 15, 2020, will not have the opportunity to opt out or
15 object to the PAGA Amount, as described in section 4.C.5 of the Settlement, and/or release of
16 PAGA claims set forth in this Agreement although the release of PAGA claims will be subject to
17 Court approval.

18 Notwithstanding the paragraphs above nor anything else in the Settlement, Plaintiff's
19 waiver and release in the Settlement does not apply to (i) those rights that as a matter of law
20 cannot be waived, including, but not limited to, workers' compensation claims, pending or
21 otherwise; and (ii) rights or claims arising out of this Settlement.

22 19. With regard to Plaintiff, the release above specifically excludes any claims
23 asserted by Plaintiff in her currently pending and separate lawsuit against Defendant Casco
24 Equipment Corporation, Riverside County Superior Court Case No. RIC1904930.

25 20. The releases identified herein shall be null and void should the Settlement not be
26 fully funded.

27 21. This document shall constitute a final judgment pursuant to California Rule of
28 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final

1 approval hearing, the court must make and enter judgment. The judgment must include a
2 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
3 judgment. The court may not enter an order dismissing the action at the same time as, or after,
4 entry of judgment." Pursuant to section 664.6 of the California Code of Civil Procedure, the
5 Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this
6 Judgment.

7 22. The Settlement Class members were provided notice that the Final Judgment
8 would be posted on this website in the Notice of Pendency of Class Action and Proposed
9 Settlement mailed to Settlement Class members. A copy of the Final Judgment entered by the
10 Court shall be posted by the Settlement Administrator on the Settlement Administrator's website
11 at: (<http://www.phoenixclassaction.com/class-action-lawsuites/judgments/>).

12 23. The Settlement Administrator shall file a declaration regarding the disbursement
13 of Settlement funds on or before October 22, 2021 and the date for the Final Report
14 (Nonappearance) Hearing shall be set for October 29, 2021.

15 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

16 Dated: Feb 18, 2021



Honorable Sunshine S. Sykes
Judge of the Superior Court

SHARON J. WATERS