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1 **LIDMAN LAW, APC**
Scott M. Lidman (SBN 199433)
2 slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
3 enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
4 mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
5 El Segundo, CA 90245
Tel: (424) 322-4772
6 Fax: (424) 322-4775

7 Attorneys for Plaintiff
ARNULFO MANCILLA

8 *[Additional counsel on following page]*

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

11 ARNULFO MANCILLA, as an individual and
12 on behalf of all others similarly situated,
13 **Plaintiff,**

14 vs.

15 CALSPEC ENTERPRISES, INC., a California
Corporation; and DOES 1 through 100,
16 **Defendants.**

Case No. 30-2018-00976987-CU-OE-CXC

*[Assigned for All Purposes to Hon. James J. Di
Cesare, Dept. C16]*

17 ~~SECOND AMENDED PROPOSED~~ **ORDER OF**
18 **FINAL APPROVAL OF CLASS ACTION**
19 **SETTLEMENT AND FINAL JUDGMENT**

Date: May 21, 2021
Time: 9:30 a.m.
Dept.: C16

20 *[Filed concurrently with Plaintiff's Second*
21 *Supplemental Brief in Support of Motion for Final*
22 *Approval of Class Action Settlement; Second*
23 *Supplemental Declaration of Elizabeth Nguyen in*
24 *Support of Plaintiff's Second Supplemental Brief in*
25 *Support of Motion for Final Approval of Class Action*
26 *Settlement; Proof of Service; and Supplemental Proof*
27 *of Service]*

28 Complaint Filed: March 1, 2018
Trial Date: None Set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER
JUN 01 2021
DAVID H. YAMASAKI, Clerk of the Court
BY: _____, DEPUTY

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, CA 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
ARNULFO MANCILLA

1 This matter came on regularly for hearing before this Court on May 21, 2021, pursuant to
2 California Rule of Court 3.769 and this Court's September 8, 2020 Order Granting Preliminary Approval
3 of Class Action Settlement ("Preliminary Approval Order"). The Court, having considered the parties'
4 Stipulation of Settlement, the Addendum to Stipulation of Settlement, the Second Addendum to
5 Stipulation of Settlement, the Third Addendum to Stipulation of Settlement, the Fourth Addendum to
6 Stipulation of Settlement, and Fifth Addendum to Stipulation (collectively referred to herein as
7 "Settlement")¹ and the documents and evidence presented in support thereof, and recognizing the sharply
8 disputed factual and legal issues involved in this case, the risks of further prosecution and the substantial
9 benefits to be received by the Class pursuant to the Settlement, hereby makes a final ruling that the
10 proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length
11 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's
12 Motion for Final Approval of Class Action Settlement and ORDERS as follows:

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

16 All current and former non-exempt field employees who were paid solely on
17 a commission and/or piece rate basis and worked for Defendant at any time
18 between March 1, 2014 and August 5, 2019.

19 2. Plaintiff Arnulfo Mancilla is hereby confirmed as Class Representative, and Scott M.
20 Lidman, Elizabeth Nguyen and Milan Moore of Lidman Law, APC, and Paul Haines of Haines Law
21 Group, APC are hereby confirmed as Class Counsel.

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23 ¹ The Stipulation of Settlement, Addendum to Stipulation of Settlement, Second Addendum to
24 Stipulation, Third Addendum to Stipulation of Settlement, and Fourth Addendum of Stipulation of
25 Settlement are attached to the Supplemental Declaration of Elizabeth Nguyen in support of Plaintiff's
26 Supplemental Brief in support of Motion for Final Approval of Class Action Settlement as Exhibits 1
27 through 5, respectively. (ROA 146). The Fifth Addendum of Stipulation of Settlement is attached to
28 Second Supplemental Declaration of Elizabeth Nguyen in support of Plaintiff's Second Supplemental
Brief in support of Motion for Final Approval of Class Action Settlement as Exhibit 1. Unless otherwise
indicated, all terms used in this Order shall have the same meaning as that assigned to them in the
Settlement.

1 3. Notice was provided to the Settlement Class as set forth in the Settlement. The form and
2 manner of notice were approved by the Court on September 8, 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 notice
4 practicable under the circumstances. The Class Notice provided due and adequate notice of the
5 proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully
6 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court
7 3.769, and due process.

8 4. The Court finds that no Settlement Class member objected to the Settlement, zero (0)
9 Class Members have opted out of the Settlement, zero (0) notices were undeliverable, and that the 100%
10 participation rate in the Settlement supports final approval.

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

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

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

25 8. The Court orders that Defendant deposit the Gross Settlement Amount of One Hundred
26 Fifty Thousand Dollars and Zero Cents (\$150,000.00) with Phoenix Settlement Administrators
27 ("Phoenix"), the Settlement Administrator, in in twenty-four (24) equal installments of \$6,250.00. The
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1 first installment was paid by Defendant on or about January 1, 2020 and was deposited with the
2 Settlement Administrator in an account set up by it. As of May 5, 2021, Defendant has deposited a total
3 of eleven (11) installment payments with the Settlement Administrator, for a total of \$68,750.00.
4 Defendant shall deposit the twelfth installment payment of \$6,250.00 with the Settlement Administrator
5 on or before June 1, 2021 and shall deposit each of the remaining twelve (12) subsequent installments on
6 the 1st of each month for the following twelve (12) months. The deadline for Defendant to submit its
7 final payment with the Settlement Administrator is June 1, 2022. The Settlement Administrator shall hold
8 all portions of the Gross Settlement Amount in an interest-bearing account for the benefit of the
9 Settlement Class until the time for disbursement.

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

13 10. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
14 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
15 in conformity with the terms of the Settlement.

16 11. The Court finds that a service award in the amount of \$4,500.00 for Plaintiff Arnulfo
17 Mancilla is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that
18 this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this
19 payment in conformity with the terms of the Settlement.

20 12. The Court finds that attorneys' fees in the amount of \$50,000.00, and litigation costs of
21 \$11,859.46 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
22 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

23 13. The Court orders that the Settlement Administrator shall be paid \$5,250.00 from the Gross
24 Settlement Amount for all of its work done and to be done until the completion of this matter, and finds
25 that sum appropriate.

26 14. The Court finds that the payment to the California Labor & Workforce Development
27 Agency ("LWDA") in the amount of \$3,750.00 for its share of the settlement of Plaintiff's representative
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1 action under the California Labor Code Private Attorneys General Act (“PAGA”) is fair, reasonable, and
2 adequate, and orders the Claims Administrator to distribute this payment to the LWDA in conformity
3 with the terms of the Settlement.

4 15. Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for the
5 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately, and in
6 addition to, the Gross Settlement Amount.

7 16. The Court finds and determines that upon satisfaction of all obligations under the
8 Settlement and this Order, all Settlement Class members will be bound by the Settlement, will have
9 released the Released Claims as set forth in the Settlement, and will be permanently barred from
10 prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

11 17. The Settlement is not an admission by Defendant Calspec Enterprises, Inc. nor is this
12 Order a finding of the validity of any allegations or of any wrongdoing by Defendant Calspec Enterprises,
13 Inc. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to
14 carry out the Settlement, shall be construed or deemed an admission of liability, culpability, or
15 wrongdoing on the part of Defendant Calspec Enterprises, Inc.

16 18. As of the date of this Judgment, all Settlement Class members shall be deemed to have
17 fully released and discharged Defendant, and all of its past and present officers, directors, shareholders,
18 employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective
19 successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the
20 “Released Parties”) from all claims, demands, rights, liabilities and causes of action that were pled in any
21 of the Complaints in the Action, or which could have been pled in any of the Complaints in the Action
22 based on the factual allegations therein, that arose during the Class Period, including and with respect to
23 the following claims: (a) failure to pay all overtime wages; (b) failure to pay all minimum wages owed;
24 (c) failure to pay all wages at the agreed-upon rate; (d) failure to authorize and permit rest periods; (e)
25 failure to provide meal periods; (f) failure to provide accurate, itemized wage statements; (g) failure to
26 reimburse necessary business expenses; (h) all claims for unfair business practices that could have been
27 premised on the facts, claims, causes of action or legal theories pled in the operative complaint; and (i) a
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1 claim under PAGA that could have been premised on the facts, claims, causes of action or legal theories
2 pled in the operative complaint (collectively, the “Released Claims”).

3 19. Except for the claim under the PAGA, the period of the Release shall extend to the limits
4 of the Class Period. The release period for the PAGA claim shall be for the time period March 1, 2017
5 through August 5, 2019. The *res judicata* effect of the judgment will be the same as that of the release
6 periods as specified herein.

7 20. The releases identified herein shall be null and void should the Settlement not be fully
8 funded. The release will be effective on the date the Settlement is fully funded by Defendant paying the
9 Gross Settlement Amount in trust to a Qualified Settlement Fund established by the Settlement
10 Administrator.

11 21. Pursuant to the Settlement, and in consideration for his service award, Plaintiff and
12 Settlement Class member, Arnulfo Mancilla, in addition to the Released Claims described above, releases
13 all claims, whether known or unknown, under federal, state or local law against the Released Parties for
14 the time period March 1, 2014 through August 5, 2019. The Parties understand and agree that Plaintiff
15 Arnulfo Mancilla is not, by way of this release, releasing any workers’ compensation claims nor any
16 other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiff
17 Arnulfo Mancilla understands that this release includes unknown claims and that he is, as a result,
18 waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

19 **A general release does not extend to claims which the creditor or**
20 **releasing party does not know or suspect to exist in his or her favor at**
21 **the time of executing the release and that, if known by him or her,**
22 **would have materially affected his or her settlement with the debtor or**
23 **released party.**

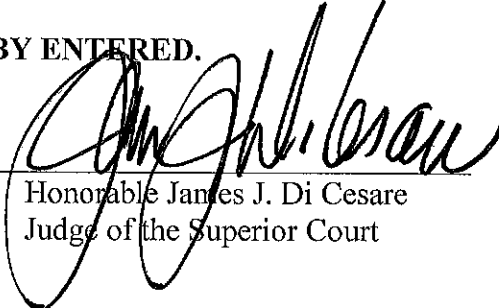
24 22. This document shall constitute a final judgment pursuant to California Rule of Court
25 3.769(h) which provides, “If the court approves the settlement agreement after the final approval hearing,
26 the court must make and enter judgment. The judgment must include a provision for the retention of the
27 court’s jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an
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1 order dismissing the action at the same time as, or after, entry of judgment.” Pursuant to section 664.6
2 of the California Code of Civil Procedure, the Court will retain jurisdiction to enforce the Settlement, the
3 Final Approval Order, and this Judgment. The Settlement Class members were provided notice that the
4 Final Judgment would be posted on this website in the Notice of Pendency of Class Action and Proposed
5 Settlement mailed to Settlement Class members. A copy of the Final Judgment entered by the Court
6 shall be posted on the Settlement Administrator’s website at: ([http://www.phoenixclassaction.com/class-
7 action-lawsuites/judgments/](http://www.phoenixclassaction.com/class-action-lawsuites/judgments/)).

8 23. Status Conference scheduled for 07/26/2022 at 10:00 am with 7 days to file a
9 Joint Statement prior to hearing. Final Accounting Hearing set for December 9, 2022 at 9:30
10 a.m. in this department. Moving Party shall provide a detailed declaration 14 days prior thereto.

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12
13 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

14 Dated: JUN 01 2021, 2021


Honorable James J. Di Cesare
Judge of the Superior Court