

AUG 05 2021

Sherri R. Carter, Executive Officer/Clerk of Court
By Dejane Wortham, Deputy

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RECEIVED
LOS ANGELES SUPERIOR COURT

JUL 26 2021

S. DREW

Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

COREY STUART, individually, and on behalf
of the other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

v.

COAST ALUMINUM AND
ARCHITECTURAL, INC. a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 19STCV16308

Honorable Ann I. Jones
Department SSC11

CLASS ACTION

~~[PROPOSED]~~ FINAL APPROVAL
ORDER

Complaint Filed: May 10, 2019
FAC Filed: August 30, 2019
SAC Filed: December 26, 2019
Trial Date: None Set

1 This matter came on for hearing on July 16, 2021, at 11:00 a.m., before the Honorable Ann
2 I. Jones in Department SSC11 of the above-entitled Court, located at Spring Street Courthouse,
3 312 N. Spring Street, Los Angeles, California 90012, for Plaintiff Corey Stuart's ("Plaintiff")
4 Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and Enhancement
5 Payment ("Motion for Final Approval"). Lawyers *for* Justice, PC appeared on behalf of Plaintiff,
6 and Jackson Lewis P.C. appeared on behalf of Defendant Coast Aluminum and Architectural, Inc.
7 ("Defendant").

8 The Court issued a tentative ruling on July 11, 2021. No party contested the tentative ruling.
9 Furthermore, no appearances were made by or for any objector.

10 Having reviewed the Settlement Agreement and duly considered the parties' papers and
11 oral argument, and good cause appearing,

12 **THE COURT ADOPTS ITS TENTATIVE RULING AS THE ORDER OF THE**
13 **COURT AND RULES AS FOLLOWS:**

14 The Plaintiff's Notice Of Motion and Motion For Final Approval Of Class Action
15 Settlement, Attorneys' Fees, Costs, And Enhancement Payment; Memorandum of Points And
16 Authorities In Support Thereof filed by Corey Stuart on June 25, 2021 is GRANTED.

17 (1) The Court certifies the class for purposes of settlement.

18 (2) The Court finds that the settlement is fair, adequate, and reasonable.

19 (3) Class counsel, Lawyers *for* Justice, PC, is awarded \$910,000 in attorney fees and
20 \$22,263.10 in costs.

21 (4) Class representative, Corey Stuart, is awarded an enhancement payment of
22 \$10,000.

23 (5) The claims administrator, Phoenix Settlement Administrators, is awarded \$12,000
24 in costs.

25 (6) Payment of \$300,000 (75% of \$400,000 PAGA penalty) payable to the LWDA is
26 approved.

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1 (7) Class Counsel is ordered to provide an order consistent with this ruling and a
2 separate judgment containing the class definition, release language, and a statement that no class
3 member opted out of the settlement by July 23, 2021.

4 (8) This Order includes two distinct procedures by which the parties and the Court will
5 comply with CCP Section 384's amended provisions with regards to *cy pres* recipients. Thirty (30)
6 days after the final report is filed with the Court, the parties shall prepare and file a stipulation and
7 proposed order and Proposed Amended Judgment. The stipulation and proposed order shall
8 include, *inter alia*, the amount of the distribution of unpaid cash residue, and unclaimed or
9 abandoned funds to the non-party, the accrued interest on that sum and any other information
10 required to be set forth pursuant to Section 68520 of the Government Code, as incorporated into
11 CCP Section 384.5. The stipulation shall be signed by Class Counsel, Defendant's counsel, and
12 counsel for (or an authorized representative of) the non-party ("*cy pres*") recipient. The stipulation
13 shall include a statement to the effect that all interested persons are in accord with the amended
14 judgment and have no objection to the entry of an amended judgment. If there are objections by
15 any party, Class Counsel shall immediately notify the court and the matter will be set for further
16 hearing. Pursuant to Section CCP 384.5, a conformed copy of the stipulation and order and
17 amended Judgment (once signed by the Court) shall be forwarded by class counsel to the Judicial
18 Council.

19 (9) The Court sets a Non-Appearance Case Review for Submission of Final Report for
20 April 29, 2022, at 8:30 a.m. in Department 11 at Spring Street Courthouse.

21 (10) The Court orders Class Counsel to file a final report summarizing all distributions
22 made pursuant to the approved Settlement, supported by declaration.

23 (11) Further findings of the Court are more fully reflected in the Court's Ruling Re.
24 Motion for Final Approval of Class Action Settlement, filed on July 16, 2021, and incorporated
25 herein by reference to the Court's file.

26 **THE COURT FURTHER ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

27 1. All terms used herein shall have the same meaning as defined in the Settlement
28 Agreement and the Preliminary Approval Order.

2. This Court has jurisdiction over the claims of the Class Members asserted in this proceeding and over all parties to the Action.

3. The Court finds that the applicable requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect to the Class and the Settlement. The Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby defined to include:

All current and former hourly-paid or non-exempt employees of Defendant in California at any time during the period from May 10, 2015 through July 3, 2020 ("Class" or "Class Members").

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

5. Pursuant to California law, the Court hereby grants final approval of the Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement was reached following meaningful discovery and investigation conducted by Lawyers for Justice, PC ("Class Counsel"); that the Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court has further considered the absence of objections to and requests for exclusion from the Class Settlement submitted by Class

Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

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

7. The Court finds that payment of Settlement Administration Costs in the amount of \$12,000.00 is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process. It is hereby ordered that the Settlement Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount of \$12,000.00, in accordance with the terms and methodology set forth in Settlement Agreement.

8. The Court finds that the Enhancement Payment sought is fair and reasonable for the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$10,000.00 to Plaintiff Corey Stuart for his Enhancement Payment, according to the terms and methodology set forth in the Settlement Agreement.

9. The Court finds that the allocation of \$400,000.00 toward penalties under the California Private Attorneys General Act of 2004 ("PAGA Penalties"), is fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Penalties as follows: the amount of \$300,000.00 to the California Labor and Workforce Development Agency ("LWDA Portion"), and the amount of \$100,000.00 to be distributed to Class Members ("Employee PAGA Portion"), according to the terms and methodology set forth in the Settlement Agreement.

10. The Court finds that the request for attorneys' fees in the amount of \$910,000.00 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and

are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$910,000.00 to Class Counsel for attorneys' fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

11. The Court finds that reimbursement of litigation costs and expenses in the amount of \$22,263.10 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$22,263.10 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

12. It is hereby ordered that Defendant shall make a deposit of fifty percent (50%) of the Maximum Settlement Amount into an account established by the Settlement Administrator within thirty (30) calendar days of the date of this Order ("First Installment"), and a second deposit for the remaining fifty percent (50%) of the Maximum Settlement Amount to the Settlement Administrator within six (6) months of the First Installment ("Second Installment"), in accordance with the terms and methodology set forth in the Settlement Agreement.

13. It is hereby ordered that the Settlement Administrator shall issue Settlement Class Members their settlement payments by way of two (2) checks, with one check being for the Individual PAGA Payment and partial payment of half the Settlement Class Member's Individual Settlement Payment within ten (10) calendar days after Defendant funds the First Installment, and one check being for the remainder payment of each Individual Settlement Payment within ten (10) calendar days after Defendant funds the Second Installment, according to the methodology and terms set forth in the Settlement Agreement.

14. Each Settlement check issued to a Settlement Class Member shall be valid and negotiable for a period of one hundred and twenty (120) calendar days from the date of issuance of the check, and after this time period, the check(s) shall be cancelled. If a Class Member fails to cash or deposit his or her check that is issued to him or her from the First Installment within the 120-day period, then, that check shall be cancelled and the funds associated with that cancelled check shall be included in the check to be issued to the Settlement Class Member after the Second Installment (if applicable). The funds associated with cancelled Individual PAGA

1 Payment checks to Class Members who have opted out of the Class Settlement shall be
2 transmitted to the *cy pres* recipient, Family Promise. If a Settlement Class Member fails to cash
3 or deposit his or her check that is issued to him or her after the Second Installment within the
4 120-day period, then, that check shall be cancelled and the funds associated with such cancelled
5 checks shall be transmitted to Family Promise, in conformity with the requirements of California
6 Code of Civil Procedure section 384.

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

12 16. Notice of entry of this Final Approval Order shall be given to the Class Members
13 by posting a copy of the Final Approval Order on Phoenix Settlement Administrators' website for
14 a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order.
15 Individualized notice is not required.

16
17 Dated: 8/5/21


HONORABLE ANN I. JONES
JUDGE OF THE SUPERIOR COURT