

BY FAX

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11 Attorneys for Plaintiff
12 Derek Morris

13 **SUPERIOR COURT OF CALIFORNIA**
14 **COUNTY OF SOLANO**

15 DEREK MORRIS, individually and on behalf
16 of all similarly situated individuals and
aggrieved employees,

17 Plaintiff,

18 v.

19 BLUE MOUNTAIN ENTERPRISES, LLC,
20 BLUE MOUNTAIN CONSTRUCTION
21 SERVICES, INC., and DOES 1 to 100

22 Defendants

CASE NO. FCS053858

[Amended Proposed] JUDGMENT

FILED/ENDORSED
Clerk of the Superior Court

AUG - 4 2021

By 
DEPUTY CLERK

23
24
25 Pursuant to Rules of Court, rule 3.771, judgment is entered as follows:

26 1. The distribution and notice to class members constituted the best practicable notice pursuant
27 to Rule of Court, rule 3.769(h) and met the requirements of due process.

1 2. The settlement is fair, reasonable, and adequate pursuant to Rule of Court 3.769(h).

2 3. For the purpose of approving the settlement, the court finds the class is ascertainable and so
3 numerous that joinder of all members is not practicable; also there are questions of law and fact
4 common to the class, there is a well-defined community of interest, Plaintiff's claims are typical of
5 the class members, a class action is superior to other methods to efficiently adjudicate the
6 controversy, and Plaintiff's counsel is qualified to represent the class.

7 4. Class members who did not opt out or exclude themselves from the settlement have
8 released all claims covered by the release in the settlement agreement.

9 5. The court approves attorney fees to class counsel of \$249,387.50, of which 40% will go to
10 Frontier Law Center and 60% will go to Diversity Law Group, costs to class counsel up to \$20,000,
11 settlement administration of \$8,750, and a \$10,000 service award enhancement to Derek Morris.
12 The difference between what was requested for attorney fees and what the court approved shall
13 revert to the common fund for distribution, pursuant to the terms of the Settlement Agreement. The
14 difference between what was requested for Plaintiff's service award enhancement and what the
15 Court approved shall revert to the common fund for distribution, pursuant to the terms of the
16 Settlement Agreement.

17 6. Pursuant to Rule of Court 3.769(h), the court retains jurisdiction to enforce the settlement.

18 7. Pursuant to Rule of Court 3.771(a), the class consists of 392 current and former non-exempt
19 employees in defendants' HVAC department who were eligible to participate in the incentive
20 bonus program and have worked in California for Defendants at any time between November 4,
21 2016 and October 8, 2020.

22 8. Pursuant to Rule of Court 3.771(b), notice of this judgment will be available on the
23 settlement administrator's website at www.phoenixclassaction.com

24 9. No class members excluded themselves from the settlement.

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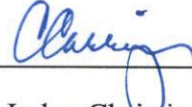
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1 10. Finally, for the PAGA portion of the settlement, which is amount of \$100,000, \$75,000 will
2 be sent to the Labor and Workforce Development Agency, and \$25,000 will be distributed to the
3 aggrieved employees on a pro rata basis.

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5 IT IS SO ORDERED.

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7 Date: July 22, 2021



Hon. Judge Christine Carringer

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1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5 COUNTY OF LOS ANGELES]ss.
6]

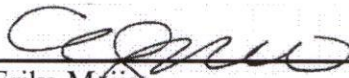
7 I am employed in the County of Los Angeles, State of California. I am over the age of
8 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite
9 1250, Los Angeles, California 90071.

10 On July 19, 2021, I served the following document(s) described as: **[Amended
11 Proposed] JUDGMENT** on the interested parties in this action as follows:

12 Julie A. Marquis
13 Nicole M. Cloudsley
14 Freeman Mathis & Gary, LLP
15 1010 B Street, Suite 300
16 San Rafael, California 94901
17 *Attorneys for Defendants Blue Mountain Enterprises, LLC*
18 *& Blue Mountain Construction Services, Inc.*

19 X BY ELECTRONIC MAIL: by personally sending a true and correct copy
20 of the above-described document(s) to the party(ies) listed above or on the attached mailing list
21 from the e-mail server diversitylaw.com, to the electronic transmission address of the recipient(s)
22 indicated above or on the attached mailing list. I certify that said electronic transmission was
23 completed and that all pages were received by the party(ies) identified herein or on the attached
24 mailing list.

25 I declare under penalty of perjury under the laws of the State of California that the
26 above is true and correct. Executed on July 19, 2021, at Los Angeles, California.

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Erika Mejia