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

KEITH RILEY, individually, and on behalf of
other members of the general public similarly
situated; MARC SOLORZANO, individually,
and on behalf of other members of the general
public similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act; JUSTIN
RILEY, individually, and on behalf of other
members of the general public similarly
situated;

Plaintiffs,

vs.

THERM-X OF CALIFORNIA, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: RG19018523

Honorable Brad Seligman
Department 23

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

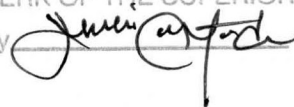
Date: December 14, 2021
Time: 3:00 p.m.
Department: 23

Complaint Filed: May 10, 2019
FAC Filed: July 15, 2019
Trial Date: None Set

FILED
ALAMEDA COUNTY

DEC 17 2021

CLERK OF THE SUPERIOR COURT

By  Deputy

1 This matter has come before the Honorable Brad Seligman in Department 23 of the above-
2 entitled Court, located at 1221 Oak Street, Oakland, California 94612, on Plaintiffs Keith Riley,
3 Marc Solorzano, and Justin Riley's (together, "Plaintiffs") Motion for Final Approval of Class
4 Action Settlement, Attorneys' Fees, Costs, and Service Payments ("Motion for Final Approval").
5 Lawyers *for* Justice, PC appeared on behalf of Plaintiffs, and Ferber Law, a Professional
6 Corporation appeared on behalf of Defendant Therm-X of California, Inc. ("Defendant").

7 On July 27, 2021, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
9 of the above-entitled action ("Action") in accordance with the Class Action and PAGA Settlement
10 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), which, together with the
11 exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

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

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

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

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

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

24 All current and former hourly-paid and/or non-exempt employees who were
25 employed by Defendant in the State of California during the period from May
26 10, 2015 through November 14, 2020 ("Class" or "Class Members").

27 4. The Notice of Class Action Settlement ("Class Notice") that was provided to the
28 Class Members, fully and accurately informed the Class Members of all material elements of the

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

7 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
8 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
9 specifically, the Court finds that the Settlement was reached following meaningful discovery and
10 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
11 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
12 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
13 Court has considered all of the evidence presented, including evidence regarding the strength of
14 Plaintiffs' claims; the risk, expense, and complexity of the claims presented; the likely duration of
15 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
16 completed; and the experience and views of Class Counsel. The Court has further considered the
17 absence of objections to the Settlement submitted by Class Members. Accordingly, the Court
18 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and
19 the following terms and conditions.

20 6. A full opportunity has been afforded to the Class Members to participate in the
21 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
22 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
23 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
24 validly opt out of the Settlement (“Participating Class Member”) are bound by this Final Approval
25 Order and Judgment.

26 7. The Court finds that two (2) Class Members, Laurie Canil Michaud and Glenn Darr,
27 have timely and validly opted out of the Settlement and will not be bound by this Final Approval
28 Order and Judgment.

1 8. The Court finds that payment of Settlement Administration Expenses in the amount
2 of \$10,000.00 is appropriate for the services performed and costs incurred and to be incurred for
3 the notice and settlement administration process. It is hereby ordered that the Settlement
4 Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount of
5 \$10,000.00, in accordance with the terms and methodology set forth in Settlement Agreement.

6 9. The Court finds that the Service Payments sought are fair and reasonable for the
7 work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement
8 Administrator issue payment in the amount of \$7,500.00 each to Plaintiffs Keith Riley, Marc
9 Solorzano, and Justin Riley for their Service Payments, according to the terms and methodology
10 set forth in the Settlement Agreement.

11 10. The Court finds that the allocation of \$100,000.00 toward penalties under the
12 California Private Attorneys General Act of 2004 ("PAGA Payment"), is fair, reasonable, and
13 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
14 Payment as follows: the amount of \$75,000.00 to the California Labor and Workforce
15 Development Agency, and the amount of \$25,000.00 to be included in the Net Settlement Amount
16 for distribution to Participating Class Members, according to the terms and methodology set forth
17 in the Settlement Agreement.

18 11. The Court finds that an award of attorneys' fees in the amount of \$600,000.00 to
19 Class Counsel is fair, reasonable, and appropriate, and is hereby approved. It is hereby ordered
20 that the Settlement Administrator issue payment to Class Counsel for attorneys' fees, in
21 accordance with the terms and methodology set forth in the Settlement Agreement, except that
22 10% of said fees shall be held back pending the final compliance hearing.

23 12. The Court finds that reimbursement of litigation costs and expenses in the amount
24 of \$28,935.90 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
25 Settlement Administrator issue payment in the amount of \$28,935.90 to Class Counsel for
26 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
27 forth in the Settlement Agreement.
28

1 13. The Court hereby enters Judgment by which, upon the Effective Date, Participating
2 Class Member shall be conclusively determined to have given a release of any and all Released
3 Claims against the Released Parties, as set forth in the Settlement Agreement and Class Notice.

4 14. It is hereby ordered that Defendant shall deposit the Gross Settlement Amount into
5 an account established by the Settlement Administrator within thirty (30) calendar days after the
6 Effective Date, in accordance with the terms and methodology set forth in the Settlement
7 Agreement.

8 15. It is hereby ordered that the Settlement Administrator shall distribute Settlement
9 Shares to the Participating Class Members within fifteen (15) calendar days after Defendant funds
10 the Gross Settlement Amount, according to the methodology and terms set forth in the Settlement
11 Agreement.

12 16. It is ordered that any and all Settlement Share checks issued to Participating Class
13 Members that are not cashed, deposited, or otherwise negotiated within one hundred eighty (180)
14 calendar days from the date of their mailing will be cancelled and the funds associated with such
15 cancelled checks will be transmitted to Children Advocacy Institute.

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

21 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
22 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix
23 Settlement Administrator's website for a period of at least sixty (60) calendar days after the date
24 of entry of this Final Approval Order and Judgment. Individualized notice is not required.

25 19. Pursuant to California Code of Civil Procedure section 384, no later than five (5)
26 calendar days before the Final Compliance Hearing, the parties shall submit a report to the Court
27 specifying, among other things, the total amount paid to Participating Class Members, the leftover
28 residual of settlement funds that will be paid to the entities identified as recipients of such funds

1 in the Settlement Agreement, and the amount of the portion of attorneys' fees that were held back,
2 along with a proposed amended judgment containing language addressing the tentative
3 transmission of the leftover residual funds to the entities identified as recipients of such funds in
4 the Settlement Agreement and also the release of the portion of the attorneys' fees that were held
5 back. No later than five (5) calendar days after receipt of notice of the entry of the amended
6 judgment, Class Counsel shall submit the amended judgment to the Judicial Council, pursuant to
7 California Code of Civil Procedure section 384.5.

8 20. A Final Compliance Hearing is set for August 2, 2022 at 3:00 p.m. in Department
9 23.

10
11 Dated: 12/17/21



HONORABLE BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT