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8 Attorneys for Plaintiff, JEFFERY LEE CONNESS, an individual and on behalf of
all others similarly situated and/or aggrieved,

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN DIEGO – CENTRAL COURTHOUSE**

11 JEFFERY LEE CONNESS, an individual and
12 on behalf of all others similarly situated and/or
aggrieved,

13
14 Plaintiffs,

15 v.

16 THE CARLSON COMPANY, doing business
as The Carlson Company, Inc., a California
17 corporation, doing business as “Mission
Janitorial & Abrasive Supplies”, doing
18 business as “Mission Janitorial Supplies”;
BRADY INDUSTRIES OF CALIFORNIA,
19 INC., a California corporation; KEVIN
CARLSON, an individual; CANDICE
20 CARLSON, an individual; GREGORY
CARLSON, an individual; TRAVIS BRADY,
21 an individual; and DOES 1 through 100,
inclusive,

22 Defendants.
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ELECTRONICALLY FILED

Superior Court of California,
County of San Diego

08/16/2022 at 08:00:00 AM

Clerk of the Superior Court
By Valeria Contreras, Deputy Clerk

CASE NO.: 37-2021-00015907-CU-OE-CTL

[Assigned for all purposes to the Hon. Timothy
Taylor in Dept. C-72]

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS’ FEES AND COSTS, AND
ENHANCEMENT AWARD**

**[Lodged concurrently with Motion for
Preliminary Approval]**

HEARING INFORMATION:

DATE: August 5, 2022

TIME: 1:30 p.m.

DEPT: C-72

1 This matter having come before the Court on August 5, 2022 for a final fairness hearing
2 pursuant to the Order of this Court dated April 1, 2022, granting preliminary approval
3 (“Preliminary Approval Order”) of the class and representative action settlement upon the terms
4 set forth in the Joint Stipulation Re: Class Action and Representative Action Settlement
5 (“Settlement Agreement”) submitted in support of Motion for Preliminary Approval of the Class
6 and Representative Action Settlement and Certifying Class for Settlement Purposes; and due and
7 adequate notice having been given to the Class Members as required in the Preliminary Approval
8 Order; and the Court having considered all papers filed and proceedings had herein and otherwise
9 being fully informed and good cause appearing therefor, it is hereby **ORDERED, ADJUDGED**
10 **AND DECREED THAT:**

11 1. The Motion for Final Approval of Class Action and Representative Action
12 Settlement; Enhancement Award; and Reasonable Attorneys’ Fees and Costs is hereby granted in
13 its entirety.

14 2. The definitions set out in the Settlement Agreement are incorporated by reference
15 into this Order; all terms defined therein shall have the same meaning in this Order as defined in
16 the Settlement Agreement.

17 3. This Court has jurisdiction over the subject matter of this litigation and over all
18 Parties to this litigation, including all Class Members.

19 4. Distribution of the Notice of Settlement of Class Action Lawsuit (“Class Notice”)
20 directed to the Class Members as set forth in the Settlement Agreement and the other matters set
21 forth herein have been completed in conformity with the Preliminary Approval Order, including
22 individual notice to all Class Members who could be identified through reasonable effort, and was
23 the best notice practicable under the circumstances. This Class Notice provided due and adequate
24 notice of the proceedings and of the matters set forth therein, including the proposed class
25 settlement set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and
26 the Class Notice fully satisfied the requirement of due process.

27 5. Zero Class Members opted out and zero Class Members objected to the settlement.

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1 6. The Court further finds that the settlement is fair, reasonable and adequate and that
2 plaintiff Jeffery Lee Conness (“Plaintiff”) has satisfied the standards and applicable requirements
3 for final approval of class action settlement under California law, including the provisions of Code
4 of Civil Procedure section 382 and Federal Rules of Civil Procedure, rule 23, approved for use by
5 the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

6 7. This Court hereby approves the class settlement set forth in the Settlement
7 Agreement and finds that the settlement is, in all respects, fair, adequate and reasonable and
8 directs the parties to effectuate the settlement according to its terms. The Court finds that the
9 settlement has been reached as a result of intensive, serious and non-collusive arm’s length
10 negotiations. The Court further finds that the parties have conducted extensive and costly
11 investigation and research and counsel for the parties are able to reasonably evaluate their
12 respective positions. The Court also finds that settlement at this time will avoid additional
13 substantial costs, as well as avoid the delay and risks that would be presented by the further
14 prosecution of this action. The Court has noted the significant benefits to the Class Members
15 under the settlement. The Court also finds that the class is properly certified as a class for
16 settlement purposes only.

17 8. For settlement purposes only, the Court certifies the following class: all current and
18 former non-exempt, hourly-paid employees who worked for defendant The Carlson Company,
19 Inc., doing business as “Mission Janitorial & Abrasive Supplies” and “Mission Janitorial
20 Supplies” (“Carlson Company”) from April 9, 2017 through January 8, 2022 (“Class Period”) in
21 California (“Class Members”).

22 9. Nothing contained in this Settlement Agreement shall be construed or deemed in
23 admission of liability, culpability, negligence, or wrongdoing on the part of Defendants.

24 10. Effective only upon the entry of an Order granting Final Approval of the
25 Settlement, entry of Judgment, and payment by Defendants to the Settlement Administrator
26 Phoenix of the full Gross Settlement Amount and Employers’ Taxes necessary to effectuate the
27 Settlement, Plaintiff and Participating Class Members release the Released Parties as defined in
28 the parties’ Settlement Agreement of all claims against the Released Parties based on the factual

1 allegations in the First Amended Complaint filed in the Action, as follows: For Participating Class
2 Members, the release includes, for the duration of the Class Period: (a) all claims for failure to pay
3 minimum wages; (b) all claims for failure to pay overtime wages; (c) all claims for failure to
4 provide compliant meal and rest periods or compensation in lieu thereof; (d) failure to timely pay
5 all wages due upon termination or resignation; (e) all claims for non-compliant wage statements;
6 (f) failure to reimburse business expenses; (g) violation of Labor Code section 226, subdivision
7 (c); and (h) all claims asserted through California Business & Professions Code § 17200 *et seq.*
8 arising out of the Labor Code violations referenced in the First Amended Complaint filed in this
9 Action (“Class Released Claims”). For Aggrieved Employees, the release includes, for the
10 duration of the PAGA Period (*i.e.*, April 9, 2020 through January 8, 2022), all claims released
11 during the Class Period, as well as all claims for civil penalties under PAGA arising out of Labor
12 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 based on the factual allegations and
13 Labor Code sections alleged to have been violated in the First Amended Complaint, which
14 includes, without limitation, Labor Code sections 200, 201, 202, 203, 204, 226, 246, 404, 432,
15 510, 512, 1174, 1194, 1197, 1198.5, 2802 and 2810.5 (“PAGA Released Claims”).

16 11. Plaintiff’s Limited Release of Claims as a Participating Class Member and
17 Aggrieved Employee as well as Plaintiff’s General Release and Civil Code section 1542 waiver as
18 specified in the Settlement Agreement does not include and expressly excludes any release for any
19 and all claims that may be brought, have been brought, or could have been brought by Plaintiff in
20 connection with Plaintiff’s claims submitted to the Labor Board, including, without limitation, any
21 and all claims for wrongful termination and claims under the Fair Employment and Housing Act
22 and California Family Rights Act as well as those claims brought by Plaintiff in Case No. RCI-
23 CM-831021 with the State of California Department of Industrial Relations.

24 12. Each of the Parties has entered into this Settlement Agreement with the intention to
25 avoid further disputes and litigation, and the attendant inconvenience and expense.

26 13. The Settlement Agreement provides for a “Gross Settlement Amount” of
27 \$275,000.00. From the Gross Settlement Amount individual settlement payments to Class
28 Members, Court approved attorneys’ fees of \$96,250 and costs of \$13,194.89, Settlement

1 Administrator costs of \$5,250.00, a Service Award to Jeffrey Lee Conness of \$5,000.00, and
2 PAGA penalties in the amount of \$10,000.00, of which \$7,500.00 (75%) will be paid to the
3 LWDA and \$2,500.00 (25%) will be paid to Aggrieved Employees. The payment of the settlement
4 funds by Defendants, as well as the payment of individual settlement checks to Class Members
5 and Employers' Taxes, will be made as set forth in the Settlement Agreement.

6 14. The Court hereby awards Class Counsel attorneys' fees in the total amount of
7 \$96,250.00, which is thirty-five percent (35%) of the Gross Settlement Amount and to be
8 deducted therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of
9 \$13,194.89 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be
10 paid by the Settlement Administrator from the Gross Settlement Amount as set forth in the
11 Settlement Agreement. In approving the payment of attorneys' fees, the Court finds that the
12 Settlement conferred a significant benefit on the Class and the necessity and financial burden of
13 private enforcement of California labor laws makes an attorney fee award to Plaintiff's Class
14 Counsel appropriate. The amount of this award is based on the lodestar analysis, subject to a
15 reasonable multiplier, for awarding reasonable attorney's fees and costs and is reasonable, fair
16 and eminently justified. In setting an award of attorneys' fees, costs and expenses, this Court has
17 considered the following factors: (a) the time and labor required; (b) preclusion of other
18 employment; (c) the contingent nature of the cases; (d) the experience, reputation and ability of
19 Plaintiff's Counsel and the skill they displayed in the litigation; (e) the reasonable hourly rate of
20 attorneys' fees assessed by Class Counsel associated with prosecution of this Class Action: David
21 D. Bibiyan, Esq.: \$750, Jeffrey Klein, Esq.: \$650, Jasmin K. Gill, Esq.: \$550, Diego Aviles, Esq.:
22 \$550, and Vedang Patel, Esq.: \$400; (f) the results achieved and benefits conferred on the Class;
23 and (g) the reaction of Plaintiff and the Settlement Class Members. (See, e.g. *Serrano v. Priest*
24 (1977) 20 Cal.3d 25, 49; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1810 fn. 21.)

25 15. The Court hereby approves a service award to Plaintiff Jeffery Lee Conness in the
26 amount of \$7,500.00 in consideration for his time, effort and risk incurred on behalf of the
27 Settlement Class. The Service Award will be paid to Plaintiff by the Settlement Administrator
28 from the Gross Settlement Amount as set forth in the Settlement Agreement.

1 16. The Court hereby approves the Settlement Administrator's cost in the amount of
2 \$5,250.00. The Settlement Administrator, Phoenix Settlement Administrators ("Phoenix"), shall
3 be paid the cost of administration of the settlement from the Gross Settlement Amount.

4 17. Except as expressly provided herein, the parties each shall bear all of their own
5 fees and costs in connection with this matter.

6 18. The Court approves Jeffery Lee Conness as both the Class and Private Attorneys
7 General Act representative.

8 19. The Court approves David D. Bibiyan and Jeffrey Klein of Bibiyan Law Group,
9 P.C. and Jasmin K. Gill of J. Gill Law Group, P.C. as class counsel.

10 20. The Court approves Phoenix as the Settlement Administrator.

11 21. Class Members will have one hundred eighty (180) calendar days from the date of
12 mailing of the check to cash their check. For any checks from the distribution that are not cashed
13 by Participating Class Members and Aggrieved Employees within one hundred eighty (180)
14 calendar days from the date of mailing of the checks, within seven (7) calendar days after the
15 expiration of the 180-day period, such checks shall be canceled and funds associated with such
16 checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of
17 Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if
18 any, as provided in Code of Civil Procedure section 384, shall be transmitted as follows: to Legal
19 Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, California 94101 for use in San
20 Diego County. The Settlement Administrator shall prepare a report regarding the distribution
21 plan pursuant to Code of Civil Procedure section 384 and the report shall be presented to the
22 Court along with a proposed amended judgment that is consistent with the provisions of Code of
23 Civil Procedure section 384.

24 22. The Court finds that class settlement on the terms set forth in the Settlement
25 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
26 the released claims against Defendant.

27 23. Within seven (7) calendar days after the Final Approval Date, the Settlement
28 Administrator shall distribute all payments due under the Settlement, including the Individual

1 Settlement Payments to Participating Class Members and Individual PAGA Payments to
2 Aggrieved Employees, as well as the Court-approved payments for the Service Award to Plaintiff,
3 attorneys' fees and litigation costs and expenses to Class Counsel, Administration Costs to the
4 Settlement Administrator, and the portion of the LWDA payment payable to the LWDA.

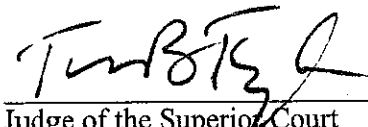
5 24. The Settlement Administrator is ordered to provide notice of the Final Judgment
6 entered in this Action by posting the same on its website for a period of no less than one (1) year.

7 25. An Order to Show Cause Hearing Re: Final Administration of the Class Action
8 Settlement is hereby scheduled for Dec. 16, 2022, 1:30 p:m, in Department C-72 of the
9 San Diego County Superior Court, Central Courthouse. At least five calendar
10 days prior to said OSC hearing, the parties shall file a declaration confirming that the claims
11 have been paid and that administration of all of the terms and conditions of the class action
12 settlement have been completed. Should the Court find that said Declaration has sufficiently
13 evidenced full and complete administration of the class action settlement, said OSC hearing will
14 go off-calendar.

15 26. Without affecting the finality of the Judgment in any way, this Court hereby
16 retains continuing jurisdiction over the interpretation, implementation and enforcement of the
17 settlement and all orders and judgments entered in connection therewith.

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19 **IT IS SO ORDERED.**

20 Dated: 8/16/22, 2022



Judge of the Superior Court
Judge Timothy Taylor

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1 PROOF OF SERVICE

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 515 South Flower
Street, Suite 1800, Los Angeles, California 90071.

5 On August 14, 2022, and pursuant to California Code of Civil Procedure section 1010.6
6 and California Rules of Court, Rule 2.251(c), among other authorities, I caused a true and correct
7 copy of the following document(s) described as [PROPOSED] ORDER GRANTING
8 FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT,
APPLICATION FOR ATTORNEYS' FEES AND COSTS, AND ENHANCEMENT
AWARD to be served by electronic transmission to the below-referenced electronic e-mail
addresses as follows:

9
10 David D. Bibiyan
11 Vedang Patel
12 Jeffrey Klein
13 BIBIYAN LAW GROUP, P.C.
14 8484 Wilshire Boulevard, Suite 500
15 Beverly Hills, California 90211
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19 **Co-Counsel for Plaintiff Jeffery Lee Conness**

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25 **Counsel for Defendants The Carlson Company, Kevin Carlson, Candice Carlson and
26 Gregory Carlson**

27 Amy S. Williams (awilliams@cdflaborlaw.com)
28 CDF LABOR LAW LLP
18300 Von Karman Ave., Suite 800
Irvine, California 92612

Counsel for Defendants Brady Industries of California, Inc. and Travis Brady

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct. Executed on August 14, 2022, at Los Angeles, California.

26 
27 _____
28 Jasmin K. Gill, Esq.