

1 A. Jacob Nalbandyan, Esq. (SBN 272023)
2 Vanoochi Torossian, Esq. (SBN 328536)
3 **LEVIN & NALBANDYAN, LLP**
4 811 Wilshire Blvd, Suite 800
5 Los Angeles, CA 90017
6 Tel: (213) 232-4848 / Fax: (213) 232-4849

7 *Attorneys for Plaintiff Luis Steven Verduzco and the Class*

8 Edwin Aiwazian, Esq. (SBN 232943)
9 Arby Aiwazian, Esq. (SBN 269827)
10 Joanna Ghosh, Esq. (SBN 272479)
11 **LAWYERS for JUSTICE, PC**
12 410 Arden Ave, Suite 203
13 Glendale, CA 91203
14 Tel: (818) 265-1020 / Fax: (818) 265-1021

15 *Attorneys for Plaintiff Joel Saenz and the Class*

FILED
Superior Court of California
County of Los Angeles
08/23/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: N. Navarro Deputy

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

18 Coordination Proceeding) Judicial Council Coordination Proceeding No.:
19 Special Title (Rule 3.550)) 5062
20)
21 UNITED REFRIGERATION WAGE AND) Case No.: JCCP5062
22 HOUR CASES)
23) **CLASS ACTION**
24 Included Actions:)
25) *Honorable Maren E. Nelson, Dept. SSC-17*
26 *Verduzco v. United Refrigeration, Inc.*)
27 Los Angeles Superior Court Case No.) **[PROPOSED] JUDGMENT**
28 19STCV18720)
29) Hearing Date: July 18, 2022
30 *Saenz v. United Refrigeration, Inc.*) Time: 8:30 a.m.
31 San Bernardino Superior Court Case No.) Department: SSC-17
32 CIVDS1824087)
33) Complaint Filed: May 30, 2019
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1 This matter came before the Honorable Maren E. Nelson in Department SSC-17 of the above-
2 entitled Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California
3 90012, on Non-Appearance Case Review re: Receipt of Proof of Service for Plaintiffs Luis Steven
4 Verduzco and Joel Saenz’s (together, “Plaintiffs”) Notice of Motion and Motion for Final Approval of
5 Class Action Settlement, Attorneys’ Fees, Costs, and Enhancement Payments (“Motion for Final
6 Approval”).

7 On December 16, 2021, the Court entered the Order Granting Motion for Preliminary Approval
8 of Class Action on Conditions (“Preliminary Approval Order”), thereby preliminarily approving the
9 settlement of the above-entitled action (“Action”) in accordance with the Second Amended Joint
10 Stipulation of Class Action and PAGA Settlement and Release and (“Settlement,” “Agreement,” or
11 “Settlement Agreement”), which, together with the exhibits annexed thereto, set forth the terms and
12 conditions for settlement of the above-captioned matter.

13 On June 10, 2022, the Parties appeared before the Court for the Motion for Final Approval
14 hearing, presented arguments, and the motions were taken under submission.

15 On June 27, 2022, after taking the motions under submission and having fully considered the
16 arguments of all parties, both written and oral, as well as the evidence presented, the Court granted the
17 Motion for Final Approval of Class Action on Conditions.

18 Having reviewed the Settlement Agreement and duly considered the parties’ papers and oral
19 argument, and good cause appearing, the Court hereby grants the Motion for Final Approval of Class Action on Conditions.

20 **THE COURT HEREBY ADJUDGES AS FOLLOWS:**

- 21 1. All terms used herein shall have the same meaning as defined in the Settlement
22 Agreement and the Preliminary Approval Order.
- 23 2. This Court has jurisdiction over the claims of the Class Members asserted in this
24 proceeding and over all parties to the Action.
- 25 3. The Court finds that the applicable requirements of California Code of Civil Procedure
26 section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect to the Class and
27 the Settlement. The Court hereby makes final its earlier provisional certification of the Class for
28

1 settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby defined to
2 include:

3 All current and former non-exempt employees employed by Defendant at any time
4 from September 13, 2014 through October 13, 2020 (“Class” or “Class Members”).

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

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

27 6. A full opportunity has been afforded to the Class Members to participate in the Final
28 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The

1 Class Members also have had a full and fair opportunity to exclude themselves from the Class
2 Settlement. Accordingly, the Court determines that all Class Members who did not timely and validly
3 request exclusion from the Class Settlement (“Settlement Class Member”) are bound by this Judgment.
4 Any Class Member who submitted a timely Request for Exclusion from the Class Settlement is
5 nevertheless bound to the PAGA Settlement if he or she is also a PAGA Member. As of March 21,
6 2022, the deadline to submit a Request for Exclusion, no class members have excluded themselves from
7 this settlement.

8 7. The Court finds that payment of Settlement Administration Costs in the amount of
9 \$10,000.00 is appropriate for the services performed and costs incurred and to be incurred for the notice
10 and settlement administration process. It is hereby ordered that the Settlement Administrator, Phoenix
11 Settlement Administrators, shall issue payment to itself in the amount of \$10,000.00, in accordance with
12 the terms and methodology set forth in Settlement Agreement.

13 8. The Court finds that the Enhancement Payments sought are fair and reasonable for the
14 work performed by Plaintiffs on behalf of the Class, State of California, and PAGA members. It is
15 hereby ordered that the Settlement Administrator issue payment in the amount of \$7,500.00 each to
16 Plaintiffs Luis Steven Verduzco and Joel Saenz for their Enhancement Payments, according to the terms
17 and methodology set forth in the Settlement Agreement.

18 9. The Court finds that the allocation of \$100,000.00 toward penalties under the California
19 Private Attorneys General Act of 2004 (“PAGA Amount”), is fair, reasonable, and appropriate, and
20 hereby approved. The Settlement Administrator shall distribute the PAGA Amount as follows: the
21 amount of \$75,000.00 to the California Labor and Workforce Development Agency (“LWDA
22 Payment”), and the amount of \$25,000.00 to be distributed to PAGA Members (individually these
23 payments are referred to as “Individual PAGA Payment(s)”), according to the terms and methodology
24 set forth in the Settlement Agreement.

25 10. The Court finds that the request for attorneys’ fees in the amount of \$933,333.00 to Class
26 Counsel, falls within the range of reasonableness, and the results achieved justify the award sought. The
27 requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and are hereby
28 approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of

1 \$606,666.45 to Lawyers for Justice, PC and payment in the amount \$326,666.55 to Levin &
2 Nalbandyan, LLP, for attorneys' fees, in accordance with the terms and methodology set forth in the
3 Settlement Agreement.

4 11. The Court finds that reimbursement of litigation costs and expenses in the amount of
5 \$33,592.17 to Class Counsel, of which \$25,371.70 shall be reimbursed to Lawyers for Justice, PC and
6 \$8,190.47 shall be reimbursed to Levin & Nalbandyan, LLP, is reasonable, and hereby approved. It is
7 hereby ordered that the Settlement Administrator issue payment in the amount of \$25,371.70 to Lawyers
8 for Justice, PC and payment in the amount of \$8,190.47 to Levin & Nalbandyan, LLP, Client Trust
9 Account for reimbursement of litigation costs and expenses, in accordance with the terms and
10 methodology set forth in the Settlement Agreement.

11 12. The Court hereby enters judgment by which Settlement Class Members shall be
12 conclusively determined to have given a release of any and all Released Class Claims against the
13 Released Parties, and by which PAGA Members shall be conclusively determined to have given a
14 release of any and all Released PAGA Claims against the Released Parties, as set forth in the Settlement
15 Agreement and Class Notice. The Released Class Claims hereby includes:

16 Any and all claims and damages, but not including any and all claims for civil penalties under
17 the Private Attorneys General Act of 2004, arising from any of the facts alleged in Plaintiffs'
18 Operative Complaints during the Class Period against Released Parties, including Defendant's
19 alleged failure to pay minimum wages, failure to pay overtime wages, failure to provide meal
20 and rest periods, failure to issue accurate itemized wage statements, and violation of California
21 Business and Professions Code sections 17200, *et seq.*, for, *inter alia*, failure to pay overtime and
22 minimum wages, provide meal and rest periods and associated premium payments, timely pay
23 wages during employment and upon termination, provide compliant wage statements, maintain
24 complete and accurate payroll records, and reimburse necessary business-related expenses.

25 The Released PAGA Claims hereby includes:

26 Any and all claims for civil penalties under the Private Attorneys General Act of 2004 arising
27 from any of the facts and legal theories alleged in the Verduzco PAGA Notice during the period
28 from February 1, 2018 through October 13, 2020 against Released Parties.

13. It is hereby ordered that Defendant shall provide the Total Settlement Amount to the
Settlement Administrator within thirty (30) calendar days after the Effective Date, in accordance with
the terms and methodology set forth in the Settlement Agreement.


1 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
2 Settlement Payments to the Settlement Class Members, Individual PAGA Payments to PAGA Members,
3 the LWDA Payment to the LWDA, Attorneys' Fees and Costs to Class Counsel, Enhancement
4 Payments to Plaintiffs, and Settlement Administration Costs to itself within seven (7) calendar days after
5 Defendant funds the Total Settlement Amount, according to the methodology and terms set forth in the
6 Settlement Agreement and this Judgment.

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

12 16. Notice of entry of this Judgment shall be given to the Class Members and PAGA
13 Members by posting a copy of the Judgment on the Settlement Administrator's website within three (3)
14 business days of receipt for a period of at least sixty (60) calendar days after the date of entry of this
15 Judgment. Individualized notice is not required.

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17 **IT IS SO ADJUDGED.**

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19 Dated: 08/23/2022



Honorable Maren E. Nelson
Judge of the Superior Court