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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ORANGE, CIVIL COMPLEX CENTER**

10 FENN TERMITE AND PEST CONTROL, INC.,) CASE NO.: 30-2018-01013880-CU-BC-CXC
11 a California Corporation,)
12 Plaintiff,) ASSIGNED FOR ALL PURPOSES TO:
13 v.) HON. JUDGE RANDALL J. SHERMAN,
14 JASON SHELTON, an individual; ALLURE) DEPT. CX-105
15 PEST MANAGEMENT, INC., a California)
16 Corporation; and DOES 1 through 10, inclusive,) **NOTICE OF ENTRY OF ORDER ON**
17 Defendants.) **MOTION FOR FINAL APPROVAL OF**
18) **CLASS ACTION SETTLEMENT AND**
) **FINAL JUDGEMENT**
) Cross-Complaint Filed: October 10, 2018
) First Amended Cross-Complaint: May 16, 2019

19 JASON SHELTON, individually and on behalf of)
20 employees in the State of California,)
21 Cross-Complainant,)

22 v.)
23 FENN TERMITE AND PEST CONTROL, INC.,)
24 individual; and DOES 1 to 50, inclusive,)
25 Cross-Defendants.)
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TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on February 3, 2023, the Honorable Randall J. Sherman entered the Final Approval of Class Action Settlement and Final Judgment. The Order is attached hereto as Exhibit A. The Minute Order is also attached as Exhibit B.

Dated: February 6, 2023

MIRZAYAN LAW, APLC

By: 
Natalie Mirzayan

Attorney for Cross-Complainant
Jason Shelton and The Class

EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE, CIVIL COMPLEX CENTER

FENN TERMITE AND PEST CONTROL, INC.,) CASE NO.: 30-2018-01013880-CU-BC-CXC
a California Corporation)

Plaintiff,)

v.)

JASON SHELTON, an individual; ALLURE)
PEST MANAGEMENT, INC., a California)
Corporation; and DOES 1 through 10, inclusive,)

Defendants.)

Assigned for all purposes to
Judge Randall J Sherman; Dept. CX105

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT
AND FINAL JUDGMENT**

Date: February 3, 2023
Time: 10:00 a.m.
Courtroom: CX-105

JASON SHELTON, individually and on behalf of)
all current and former similarly situated)
employees in the State of California,)

Cross-Complainant,)

v.)

Cross-Complaint Filed: October 10, 2018
FA Cross-Complaint Filed: May 16, 2019

FENN TERMITE AND PEST CONTROL, INC.,)
a California Corporation; DREW FENN, an)
individual; and DOES 1 to 50, inclusive,)

Cross-Defendants.)

1 The parties have submitted their Class and Private Attorneys General Act (“PAGA”)
2 Settlement and Release Agreement, inclusive of Addendum (“Settlement Agreement” or
3 “Settlement”), which the Court preliminarily approved at the July 22, 2022 Preliminary Approval
4 of Class Action Settlement and PAGA Settlement hearing, and in its signed August 17, 2022 order
5 (the “Preliminary Approval Order”). In accordance with the Preliminary Approval Order, the Class
6 Members have been provided adequate notice of the terms of the Settlement Agreement and their
7 right to participate in, object to, or opt-out of the Settlement.

8 Having received and considered the Settlement Agreement, the supporting papers filed by
9 the parties in support of the motions for preliminary approval and final approval of the Settlement,
10 the application for Class Counsel’s attorneys’ fees and reimbursement of costs, the application for
11 an incentive award for the Plaintiff Jason Shelton, and the evidence and any argument presented at
12 the Final Approval Hearing on February 3, 2023, the Court **GRANTS** the final approval of the
13 Settlement, makes the following findings and therefore, **ORDERS, ADJUDGES AND**

14 **DECREES AS FOLLOWS:**

15 **ORDER AND JUDGMENT**

16 1) This Order and Judgment incorporates by reference the definitions in the parties’ Settlement
17 Agreement, attached as Exhibit “1” to the Declaration of Natalie Mirzayan, as amended (Settlement
18 Agreement), and all terms defined therein shall have the same meaning in this Order as set forth in
19 the Settlement Agreement unless otherwise defined;

20 2) The “Class Members” or “Settlement Class” covered by this Order is defined as:

21 All current and former employees, who were employed by Fenn Termite and Pest Control,
22 Inc. in the State of California during the Class Period in the position of Pest Technicians, or
23 similar positions at any time during the period beginning October 10, 2014, and ending on
24 July 22, 2022.

25 3) The Settlement Agreement and the Notice to the Class are available on the Court’s website
26 <https://www.occourts.org/online-services/case-access/>, (Settlement Agreement), (Order for
27 Preliminary Approval of Class Action Settlement and Provisional Class Certification for Settlement
28 Purposes Only).

1 4) Pursuant to this Court’s Preliminary Approval Order, a Notice of Class Action Settlement
2 and Opt Out Form were sent to the Class Members by first-class mail, which included notice of the
3 terms of the Settlement, the Class Members’ rights to participate in, object to, or opt-out of the
4 Settlement, and their right to appear in person or by counsel at the Final Approval Hearing to be
5 heard regarding approval of the Settlement. Adequate periods of time were provided by each of
6 these procedures. No Class Members filed written objections to the Settlement as part of this
7 notice process or stated his or her intent to appear at the Final Approval Hearing.

8 5) The Court finds and determines that, in accordance with this Court’s Preliminary Approval
9 Order, the notice procedure afforded adequate protections to the Class Members and provides the
10 basis for the Court to make an informed decision regarding approval of the Settlement based on the
11 responses of Class Members. The Court further finds and determines that the notice provided in
12 this case was the best notice practicable, which satisfied the requirements of law and due process.

13 6) For the reasons stated in the Court’s Preliminary Approval Order, the Court finds and
14 determines that the proposed Settlement Class, as defined in the Settlement Agreement, meets all
15 the legal requirements for class certification, and it is hereby ordered that the Settlement Class is
16 finally approved and certified as a class for purposes of Settlement of this action.

17 7) The Court further finds and determines that the terms of the Settlement are fair, reasonable,
18 and adequate to the Settlement Class and to each Class Member. The Settlement adequately
19 compensates Plaintiffs and members of the Settlement Class for all violations that were or could
20 have been alleged in the operative First Amended and Consolidated Complaint in this matter, and
21 the release of claims to which “Eligible Class Members” (those Class Members who did not timely
22 opt out of the Settlement) shall be subject is reasonable in scope. Accordingly, all Eligible Class
23 Members shall be bound by the Settlement Agreement and the Class Member Release contained
24 therein; the Settlement is ordered finally approved, and all terms and provisions of the Settlement
25 Agreement should be and hereby are ordered to be consummated.

1 8) The Court finds and determines that the payments to be made to the Class Members as
2 provided in the Settlement Agreement are fair and reasonable. The Court hereby grants final
3 approval to and orders the payment of those amounts to be made to the Class Members out of the
4 Gross Settlement Amount of Six Hundred Sixty-Two Thousand Five Hundred Dollars
5 (\$662,500.00), exclusive of the employer portion of payroll taxes and unemployment insurance
6 with respect to the wage portion of the Individual Settlement Payments made to Class Members, in
7 accordance with the terms of the Settlement Agreement.

8 9) The Court hereby grants and approves the application presented by Class Counsel Natalie
9 Mirzayan of Mirzayan Law, APLC for an award of attorneys' fees in the amount of Two Hundred
10 Sixty-Five Thousand Dollars (\$265,000.00), which represents 40% of the Gross Settlement, to be
11 paid in accordance with the terms of the Settlement Agreement.

12 10) The Court hereby grants and approves the application presented by Class Counsel for an
13 award of costs in the amount of \$18,642.00 to be paid in accordance with the terms of the
14 Settlement Agreement.

15 11) The Court hereby grants and approves the application presented by Jason Shelton for an
16 Enhancement Award in the amount of Fifteen Thousand Dollars (\$15,000), to be paid in
17 accordance with the terms of the Settlement Agreement.

18 12) The Court hereby approves the allocation from the Gross Settlement Amount of \$66,250.00
19 pursuant to the California Labor Code sections 2698, *et seq.*, the California Labor Code Private
20 Attorneys General Act of 2004 ("PAGA"), for payment and release of the Class Members' PAGA
21 claims. \$49,687.50 of that amount (75%) shall be paid to the California Labor and Workforce
22 Development Agency ("LWDA") of the State of California, and the remaining \$16,562.50, which
23 represents twenty-five percent (25%), shall become part of the Net Settlement Amount and will be
24 distributed to Class Members, as provided in the Settlement Agreement.

25 13) The Court hereby grants and approves the application for payment of costs of
26 administration of the Settlement in the amount of Six Thousand Dollars (\$6,000.00) for fees and
27 expenses of Phoenix Class Action Administration Solutions, the Settlement Administrator
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1 approved by the Court to be paid from the Gross Settlement Amount (“Settlement Administration
2 Costs”).

3 14) Upon completion of administration of the Settlement, the Settlement Administrator will
4 provide written certification indicating that settlement payments were distributed pursuant to this
5 Order and Judgment, to the Court and counsel for the parties within twenty (20) business days of
6 completing the distribution of the settlement payments.

7 15) As set forth in the Settlement Agreement, upon the date of execution of this Order and
8 Judgment, all Class Members (including Jason Shelton), hereby do and will be deemed to have
9 fully, finally and forever waived, released, settled, compromised, relinquished and discharged
10 Cross-Defendants, their respective parents, subsidiaries, affiliates, related entities, predecessors or
11 successors in interest, and each of their respective owners, officers, directors, shareholders,
12 partners, members, managing agents, employees, consultants, attorneys, joint venturers, agents,
13 successors, assigns, insurers, or reinsurers or any of them, and other related persons and entities
14 ("Released Parties"), from any and all claims, charges, complaints, controversies, suits, causes of
15 action, rights, debts, liabilities, costs, losses, demands, damages, judgments, obligations, equitable
16 relief, or expenses of any kind, whether known or unknown, suspected or unsuspected, including
17 any claims for statutory or other attorneys' fees and costs (collectively “Claims”), arising out of or
18 derived from state or local law or federal law (including the FLSA), which were or could have been
19 asserted based upon the facts alleged in the Litigation by Cross-Complainant and the Settlement
20 Class in the Litigation based upon alleged violations of California Labor Code sections 201, 202,
21 203, 226, 226.7, 432.5, 510, 512, 1194, 1198, 2699, *et seq.*, 2751, 2810.5, and 2802 and any
22 applicable Wage Orders applying those Labor Code sections, and Business and Professions Code
23 section 17200, *et seq.*, and from any and all Claims arising out of or derived from state or local law
24 or federal law (including the FLSA), which were alleged or could have been alleged based on the
25 factual allegations pled in the Litigation reasonably relating to the Covered Claims, for the period
26 from October 10, 2014 through the Preliminary Approval Date (the “Release”). The Release shall
27 be fully binding on each and every Class Member, regardless of whether the Class Member
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1 receives an Individual Settlement Payment, provided, however, that the Release shall not include
2 the release of claims under the FLSA unless the Class Member actually cashes his or her Individual
3 Settlement Payment. ~~In addition, on the date the Court grants final approval of the Settlement, all~~
4 ~~Class Members will be barred as a matter of law from prosecuting any and all Covered Claims against~~
5 ~~the Released Parties.~~

6 16) The Class Member Release of Claims shall be fully binding on each and every Class
7 Member regardless of whether the Class Member receives an Individual Settlement Payment.

8 17) The Class Member Release of Claims shall be fully binding on each and every Class
9 Member to the extent that it relates to claims of PAGA violations or recovery of PAGA penalties
10 sought under California Labor Code §§2689-2699.5.

11 18) The parties are hereby ordered to comply with the terms of the Settlement Agreement.

12 19) The Court approves Jason Shelton as Class Representative.

13 20) The Court approves Natalie Mirzayan of Mirzayan Law, APLC as Class Counsel.

14 21) The Court approves Phoenix Class Action Administration Solutions as the Class
15 Administrator.

16 22) Notice of entry of this Order and Judgment shall be given to the Class Members by posting
17 a copy of this Order and Judgment on Phoenix Class Action Administration Solutions' website for
18 a period of at least ninety (90) calendar days after the entry of this Order and Judgment. Class
19 Members shall be notified of the availability of the Order and Judgment on that website in a
20 statement provided with the checks mailed to Class Members.

21 23) This document shall constitute a Judgment for purposes of California Rule of Court
22 3.769(h).

23 24) The Final Report Hearing is set for November 3, 2023 at 10:00 a.m. in Department CX105.
24 At least 16 ~~five (5) court~~ days before the hearing, Class Counsel and the Settlement administrator
25 shall submit a summary accounting of the distribution of the settlement funds to Class Members,
26 identifying the distributions made pursuant to this Order and Judgment, and identifying the number
27 and value of any uncashed checks, and the status of any unresolved issues.

1 25) Without affecting the finality of this Final Order in any way, this Court retains jurisdiction
2 pursuant to California Rules of Court, Rule 3.769(h), and California Code of Civil Procedure §
3 664.6 of all matters relating to the interpretation, administration, implementation, effectuating and
4 enforcement of this Order and the Settlement Agreement and judgment for all purposes.

5 **IT IS SO ORDERED.**

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7 Dated: **February 3, 2023**


8 HONORABLE RANDALL J. SHERMAN
9 JUDGE OF THE SUPERIOR COURT
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EXHIBIT B

The court sets a Final Report Hearing for November 3, 2023 at 10:00 a.m., to confirm that distribution efforts are fully completed, including the distribution of the amount of the uncashed class member checks to the State Controller's Office Unclaimed Property Fund in the names of the applicable payees after 180 days, that the Administrator's work is complete, and that the court's file thus may be closed. The parties must report to the court the total amount that was actually paid to the class members. All supporting papers must be filed at least 16 days before the Final Report Hearing date.

Cross-complainant is ordered to give notice of the ruling to the LWDA and to all parties.

1 **PROOF OF SERVICE**

2 *I Natalie Mirzayan, Esq., certify:*

3 I am an active member of the State Bar of California and I am not a party to this action. My
4 business address is 26632 Towne Centre Drive, Ste. # 300, Foothill Ranch, CA, 92610.


5 On February 6, 2023, I served a true and correct copy of the following documents described
6 as:

7 **NOTICE OF ENTRY OF ORDER ON MOTION FOR FINAL APPROVAL OF CLASS
8 ACTION SETTLEMENT AND FINAL JUDGEMENT**
9 **ON ALL INTERESTED PARTIES IN THIS ACTION AS FOLLOWS:**

10 **By Electronic Filing:** I electronically filed the documents above with the Clerk of the Court by
11 using OneLegal, an eFiling Service Provider (EFSP) for the Superior Court of California, County
12 of Orange through the Orange County eFiling Portal through which the following participants in
13 the case were served:

14 Alison C. Gibbs, Esq.
15 Greg Ferruzzo, Esq.
16 Gil Marina
17 Ferruzzo & Ferruzzo, LLP
18 3737 Birch Street, Suite 400
19 Newport Beach, California 92660

20 I certify under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct and that this declaration was executed on February 6, 2023, at Foothill Ranch,
22 California.

23 By: 
Signature of Declarant

By: Natalie Mirzayan
Type or Print Name of Declarant