

1 Edwin Aiwazian (SBN 232943)  
Arby Aiwazian (SBN 269827)  
2 Joanna Ghosh (SBN 272479)  
Brian J. St. John (SBN 304112)  
3 **LAWYERS for JUSTICE, PC**  
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4 Glendale, California 91203  
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5 *Attorneys for Plaintiff and the Class*

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

MAY 09 2023

*Jim L Howell*

6  
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **FOR THE COUNTY OF RIVERSIDE**

9 EILEEN HAMRICK, individually, and on  
10 behalf of other members of the general  
public similarly situated;

11 Plaintiff,

12 vs.

13 DIMENSION DATA NORTH AMERICA,  
14 INC., an unknown business entity; NEXUS  
IS INC., an unknown business entity; NTT  
15 America, Inc. and DOES 1 through 100,  
inclusive,

16 Defendants.

Case No.: RIC1823664

Honorable Craig C. Riemer  
Department 1

**CLASS ACTION**

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

Date: May 9, 2023  
Time: 8:30 a.m.  
Department: 1

Complaint Filed: November 8, 2018  
FAC Filed: February 25, 2019  
SAC Filed: May 22, 2019  
TAC Filed: May 17, 2022  
Trial Date: None Set

1 This matter has come before the Honorable Craig C. Riemer in Department 1 of the above-  
2 entitled Court, located at 4050 Main Street, Riverside California 92501, on Plaintiff Eileen  
3 Hamrick’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement, Attorneys’ Fees,  
4 Costs, and Enhancement Award (“Motion for Final Approval”). Lawyers *for Justice*, PC appeared  
5 on behalf of Plaintiff, and Littler Mendelson P.C. appears as counsel for Defendants Dimension  
6 Data North America, Inc. and Nexus IS Inc. (“Defendants”).

7 On November 23, 2022, the Court entered the Order Granting Preliminary Approval of  
8 Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the  
9 settlement of the above-entitled action (“Action”) in accordance with the Stipulation of Class  
10 Settlement and Amendment No. 1 to Stipulation of Class Settlement attached as “EXHIBIT 1” and  
11 “EXHIBIT 2”, respectively, to the Declaration of Edwin Aiwazian in Support of Plaintiff’s  
12 Renewed Motion for Preliminary Approval of Class Action Settlement, and Amendment No. 2 to  
13 Stipulation of Class Settlement, attached as “EXHIBIT 2” to the Declaration of Brian J. St. John  
14 in Support of Plaintiff’s Renewed Motion for Preliminary Approval of Class Action Settlement  
15 (together, the Stipulation of Class Settlement, Amendment No. 1 to Stipulation of Class  
16 Settlement, and Amendment No. 2 to Stipulation of Class Settlement, are referred to as  
17 “Settlement,” “Agreement,” or “Settlement Agreement”), which, together with the exhibits  
18 annexed thereto, set forth the terms and conditions for settlement of the Action.

19 Having reviewed the Settlement Agreement and duly considered the parties’ papers and  
20 oral argument, and good cause appearing,

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

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

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

26 3. The Court finds that the applicable requirements of California Code of Civil  
27 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect  
28 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification

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

3 All current and former hourly, non-exempt employees who worked in  
4 California for Defendants at any time during the period from November 8, 2014  
5 through September 1, 2021 (“Class” or “Class Members”).

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

15 5. Pursuant to California law, the Court hereby grants final approval of the Settlement  
16 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More  
17 specifically, the Court finds that the Settlement was reached following meaningful discovery and  
18 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the  
19 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that  
20 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the  
21 Court has considered all of the evidence presented, including evidence regarding the strength of  
22 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of  
23 further litigation; the amount offered in the Settlement; the extent of investigation and discovery  
24 completed; and the experience and views of Class Counsel. The Court has further considered the  
25 absence of objections to the Settlement submitted by Class Members. Accordingly, the Court  
26 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and  
27 the following terms and conditions.  
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1           6.     A full opportunity has been afforded to the Class Members to participate in the  
2 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been  
3 heard. The Class Members also have had a full and fair opportunity to exclude themselves from  
4 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and  
5 validly opt out of the Settlement (“Settlement Class Member”) are bound by this Final Approval  
6 Order and Judgment.

7           7.     The Court finds that payment of Settlement Administration Costs in the amount of  
8 \$6,000.00 is appropriate for the services performed and costs incurred and to be incurred for the  
9 notice and settlement administration process. It is hereby ordered that the Settlement  
10 Administrator, Phoenix Class Action Administration Solutions, shall issue payment to itself in the  
11 amount of \$6,000.00, in accordance with the terms and methodology set forth in Settlement  
12 Agreement.

13           8.     The Court finds that the Enhancement Award sought is fair and reasonable for the  
14 work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement  
15 Administrator issue payment in the amount of ~~\$7,500.00~~<sup>2,500.00</sup> to Plaintiff Eileen Hamrick for her  
16 Enhancement Award, according to the terms and methodology set forth in the Settlement  
17 Agreement.

18           9.     The Court finds that the request for attorneys’ fees in the amount of ~~\$96,250.00~~<sup>87,983.31</sup> to  
19 Class Counsel falls within the range of reasonableness, and the results achieved justify the award  
20 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and  
21 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the  
22 amount of ~~\$96,250.00~~<sup>87,983.31</sup> to Class Counsel for attorneys’ fees, in accordance with the terms and  
23 methodology set forth in the Settlement Agreement.

24           10.    The Court finds that reimbursement of litigation costs and expenses in the amount  
25 of ~~\$16,403.91~~<sup>15,938.12</sup> to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the  
26 Settlement Administrator issue payment in the amount of ~~\$16,403.91~~<sup>15,938.12</sup> to Class Counsel for  
27 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set  
28 forth in the Settlement Agreement.

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

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

8           13.     It is hereby ordered that the Settlement Administrator shall prepare and mail  
9 Individual Settlement Payment checks, minus applicable withholding, to the Settlement Class  
10 Members within seven (7) calendar days after Defendants fully fund the Gross Settlement  
11 Amount, according to the methodology and terms set forth in the Settlement Agreement. It is  
12 hereby ordered that any envelope transmitting a Settlement check to a Class Member shall bear  
13 the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

14           14.     It is hereby ordered that any and all settlement checks issued shall be valid and  
15 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued

16           15.     It is hereby ordered that the funds associated with an Individual Settlement Payment  
17 check that is undeliverable or not been cashed, deposited, or otherwise negotiated within one  
18 hundred and eighty (180) days after the date listed on the check ("Check Cashing Deadline"), the  
19 check will be cancelled and associated funds shall be distributed to Unclaimed Property Fund  
20 maintained by the California State Controller's Office, in the name of the Settlement Class Member  
21 whose check is cancelled and in the respective amount of the cancelled check.

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

27           17.     Notice of entry of this Final Approval Order and Judgment shall be given to the  
28 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix's website

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1 for a period of at least ~~sixty (60)~~ calendar days after the date of entry of this Final Approval Order  
2 and Judgment. Individualized notice is not required.

3 18. No later than ten (10) calendar days after the Check Cashing Deadline, the parties  
4 shall submit a report prepared by the Settlement Administrator to the Court specifying, among  
5 other things, the date settlement checks were mailed to Settlement Class Members , the total  
6 number of settlement checks mailed, the average amount of the settlement checks mailed, the total  
7 amount paid to Settlement Class Members, the number of settlement checks that remain uncashed,  
8 the leftover residual of settlement funds that will be paid to the entities identified as recipients of  
9 such funds in the Settlement Agreement, the average amount of the uncashed settlement checks,  
10 and the nature and date of the disposition of the unclaimed funds.

*The hearing on that report shall be conducted on January 9, 2024, 8:30 AM in Dept. 1*

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Dated: May 9, 2023

  
HONORABLE CRAIG C. RIEMER  
JUDGE OF THE SUPERIOR COURT

**Craig G. Riemer**  
**Judge of the Superior Court**

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