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FILED
Superior Court of California
County of Los Angeles
07/14/2023
David W. Slayton, Executive Officer / Clerk of Court
By: L. MGreené Deputy

5 *Attorneys for Plaintiffs and the Class*

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

9 JENNY GARRIDO, individually, and on
10 behalf of other members of the general public
similarly situated; JUAN RIVAS, FRANKIE
11 BETANCOURT, JESSE ORTIZ, individually,
and on behalf of other members of the general
12 public similarly situated and on behalf of other
aggrieved employees pursuant to the California
13 Private Attorneys General Act,

14 **Plaintiffs,**

15 **vs.**

16 ACORN ENGINEERING COMPANY, a
California corporation; MORRIS GROUP
17 INTERNATIONAL, an unknown business
entity; and DOES 1 through 100, inclusive,

18 **Defendants.**

Case No.: 19STCV36680

Honorable Carolyn B. Kuhl
Department SSC12

CLASS ACTION

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

Date: June 27, 2023
Time: 10:30 a.m.
Department: SSC12

Complaint Filed: October 15, 2019
FAC Filed: February 11, 2021
Trial Date: None Set

1 This matter has come before the Honorable Carolyn B. Kuhl in Department SSC12 of the
2 above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, on
3 Plaintiffs Jenny Garrido, Juan Rivas, Frankie Betancourt, and Jesse Ortiz’s (together “Plaintiffs”)
4 Motion for Final Approval of Class Action Settlement, Attorney Fees and Costs, and Service
5 Awards (“Motion for Final Approval”). Lawyers *for* Justice, PC appeared on behalf of Plaintiffs,
6 and Atkinson, Andelson, Loya, Ruud & Romo, A Professional Law Corporation appeared on
7 behalf of Defendant Acorn Engineering Company (“Defendant”).

8 On January 31, 2023, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
10 of the above-entitled action (“Action”) in accordance with the Class and Representative Action
11 Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together
12 with the exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

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

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

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

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

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

25 All current and former non-exempt, hourly-paid California employees who
26 were employed by Acorn Engineering Company during the Class Period
27 (“Class” or “Class Members”).

28 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the

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

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

21 6. A full opportunity has been afforded to the Class Members to participate in the
22 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
23 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
24 the Settlement. Accordingly, the Court determines that all Class Members who do not submit a
25 timely and valid Request for Exclusion (“Participating Class Members”) are bound by the Class
26 Settlement and by this Final Approval Order and Judgment, and the State of California and all
27 current and former non-exempt, hourly-paid California employees who were employed by Acorn
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1 Engineering Company during the PAGA Period (“PAGA Group Members”) are bound by the
2 PAGA Settlement and this Final Approval Order and Judgment.

3 7. The Court finds that four (4) Class Members, Patricia Lynch, Claudia P. Salcedo,
4 Thaddeus P. Gallizzi, and Taylor Lynn Patterson, have timely and validly opted out of the
5 Settlement and will not be bound by this Final Approval Order and Judgment.

6 8. The Court finds that the allocation of \$100,000.00 toward penalties under the
7 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and
8 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
9 Payments follows: the amount of \$75,000.00 to the California Labor and Workforce Development
10 Agency, and the amount of \$25,000.00 to be distributed the PAGA Group Members, according to
11 the terms and methodology set forth in the Settlement Agreement.

12 9. The Court finds that payment of Settlement Administration Costs in the amount of
13 \$9,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
14 notice and settlement administration process. It is hereby ordered that the Settlement
15 Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount of
16 \$9,000.00, in accordance with the terms and methodology set forth in Settlement Agreement.

17 10. The Court finds that Service Awards are fair and reasonable for the work performed
18 by Plaintiffs on behalf of the Class, the State of California, and the PAGA Group Members. It is
19 hereby ordered that the Settlement Administrator issue payment in the amount of \$7,500.00 each
20 to Plaintiffs Jenny Garrido, Juan Rivas, Frankie Betancourt, and Jesse Ortiz for their Service
21 Awards, according to the terms and methodology set forth in the Settlement Agreement.

22 11. The Court finds that an award of attorneys’ fees in the amount of \$1,166,666.67
23 (equal to one-third of the gross settlement amount) to Class Counsel falls within the range of
24 reasonableness, and the results achieved justify the award sought. The attorneys’ fees to Class
25 Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that
26 the Settlement Administrator issue payment in the amount of \$1,166,666.67 to Class Counsel for
27 attorneys’ fees, in accordance with the terms and methodology set forth in the Settlement
28 Agreement.

1 12. The Court finds that reimbursement of litigation costs and expenses in the amount
2 of \$13,889.77 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
3 Settlement Administrator issue payment in the amount of \$13,889.77 to Class Counsel for
4 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
5 forth in the Settlement Agreement.

6 13. The Court hereby enters Judgment by which Participating Class Members shall be
7 conclusively determined to have given a release of any and all Released Class Claims against the
8 Released Parties, and all PAGA Group Members and the State of California shall be conclusively
9 determined to have given a release of any and all Released PAGA Claims against the Released
10 Parties, as set forth in the Settlement Agreement and Class Notice.

11 14. It is hereby ordered that Defendant shall deposit the Maximum Settlement Amount,
12 plus all employer taxes due on the wage portion of the Individual Settlement Payments, into an
13 account established by the Settlement Administrator no later than thirty (30) calendar days after
14 the Effective Date, in accordance with the terms and methodology set forth in the Settlement
15 Agreement.

16 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
17 Settlement Payments to the Participating Class Members, Individual PAGA Payments to the
18 PAGA Group Members, and the LWDA Payment to the LWDA within fifteen (15) calendar days
19 after Defendant funds the Maximum Settlement Amount, according to the methodology and terms
20 set forth in the Settlement Agreement.

21 16. Each check issued to a Participating Class Member and/or PAGA Group Member
22 for his or her Individual Settlement Payment and/or Individual PAGA Payment shall be negotiable
23 for a period of one hundred and eighty (180) calendar days from the date of issuance of the check,
24 and after this time period, the check(s) shall be cancelled. The funds associated with such canceled
25 checks will be transmitted to the Controller of the State of California to be held pursuant to the
26 Unclaimed Property Law, California Civil Code §§ 1500 et seq., for the benefit of those
27 Participating Class Members and/or PAGA Group Members who did not cash their checks until
28 such time that they claim their property.

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17. The Settlement Administrator shall file a report regarding distribution of the settlement funds by March 8, 2024. A non-appearance hearing on the administrator’s report is scheduled for Tu@FH, 2024 at _____ a.m./p.m.

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

19. Notice of entry of this Final Approval Order and Judgment shall be given to the Class Members and PAGA Group Members by posting a copy of the Final Approval Order and Judgment on the Settlement Administrator’s website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

Dated: 07/14/2023



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge
HONORABLE CAROLYN B. KUHL
JUDGE OF THE SUPERIOR COURT