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FILED
Superior Court of California
County of Los Angeles

07/20/2023

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

Attorneys for Plaintiff DERRELL ANDERSON, as an individual and on behalf of all employees similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT
SPRING STREET COURTHOUSE

12 DERRELL ANDERSON, as an individual
13 and on behalf of all employees similarly
14 situated,

Plaintiff,

v.

17 CINDYS CLEANING SERVICES LLC
18 dba CYNDY’S CLEANING SERVICES
19 LLC; ABM INDUSTRIES
20 INCORPORATED; and DOES 1 through
21 50, inclusive,

Defendants.

Case No.: 20STCV13371

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

Assigned for all purposes to:
Hon. David S. Cunningham, Dept. 11

Date: May 15, 2023
Time: 10:00 AM
Dept. 11

Case Filed: April 3, 2020
Trial Date: None Yet Set

1 afforded adequate protections to Class Members and provides the basis for the Court to make an
2 informed decision regarding approval of the Settlement based on the responses of Class Members.
3 The Court finds and determines that the Notice provided in the Action was sufficient, which
4 satisfied the requirements of law and due process.

5 4. In response to the Notice of Settlement, zero (0) Class Members objected to the
6 Settlement and zero (0) Class Members submitted a Request for Exclusion from the Settlement.

7 5. The Court finds that the Settlement offers significant monetary recovery to Class
8 Members and finds that such recovery is fair, adequate and reasonable when balanced against
9 further litigation related to liability and damages issues. The Court further finds that the Parties
10 have conducted sufficient investigation, discovery, research and litigation such that Class Counsel
11 and Defense Counsel are able to reasonably evaluate their respective positions at this time. The
12 Court finds that the proposed Settlement, at this time, will avoid substantial additional costs by
13 all Parties, as well as avoid the risks and delay inherent to further prosecution of the Action. The
14 Court further finds that the Parties reached the Settlement as the result of intensive, serious and
15 non-collusive, arms-length negotiations. Thus, the Court approves the Settlement set forth in the
16 Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate and
17 reasonable and directs the Parties to effectuate the Settlement according to its terms.

18 6. The Court hereby orders the Settlement Administrator to distribute the Class
19 Settlement Share to Class Members in accordance with the provisions of the Settlement
20 Agreement and shall remain valid for a period of 180 calendar days.

21 7. All Class Members, regardless of whether or not they cash their Class Settlement
22 Share check(s), will be bound by the releases detailed in this Settlement Agreement. Settlement
23 Class Members must cash or deposit their Class Settlement Share checks within one hundred and
24 eighty (180) calendar days after the checks are mailed to them. If any checks remain uncashed or
25 not deposited by the expiration of the 180-day period, the Settlement Administrator will submit
26 the amount of the uncashed or not deposited payments to California State Controller as unclaimed
27 property in the name of the Class Member who did not cash his or her check.

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1 8. The Court finds that the Maximum Settlement Number (\$500,000.00), Net
2 Settlement Number, and the methodology used to calculate and pay each Class Settlement Share,
3 in accordance with the Settlement, are fair and reasonable

4 9. For purposes of this Final Approval Order and this Settlement only, the Court
5 hereby confirms the appointment of Plaintiff as the class representative. Further, the Court finally
6 approves Class Representative Payment to Plaintiff, as fair and reasonable, in the amount of five
7 thousand dollars (\$5,000.00). The Court hereby orders the Settlement Administrator to distribute
8 the Class Representative Payment to the Plaintiff in accordance with the provisions of the
9 Settlement.

10 10. The Court hereby approves the PAGA payment in the amount of ten thousand
11 dollars (\$10,000.00) of which 75% or seven thousand five hundred dollars (\$7,500.00) will be
12 sent by the Settlement Administrator to the Labor and Workforce Development Agency
13 (“LWDA”) and 25% or two thousand five hundred dollars (\$2,500.00) will be included in the Net
14 Settlement Number to be distributed to PAGA Settlement Group Members in accordance with
15 the provisions of the Settlement.

16 11. For purposes of this Final Approval Order and this Settlement only, the Court
17 hereby confirms the appointment of The Mahoney Law Group as Class Counsel. Further, the
18 Court finally approves a Class Counsel Fees and Costs Award, as fair and reasonable, of one
19 hundred sixty-six thousand six hundred sixty-six dollars and sixty-seven cents (\$166,666.67) for
20 attorneys’ fees and nine thousand dollars (\$9,000.00) for costs. Class Counsel’s receipt of the
21 Class Counsel Fees and Costs Award shall fully satisfy all fees and litigation costs incurred by
22 Class Counsel that represented Plaintiff and Class Members in the Action. The Court hereby
23 orders the Settlement Administrator to distribute the Class Counsel Fees and Costs Award
24 payment to Class Counsel in accordance with the provisions of the Settlement Agreement.

25 12. For purposes of this Final Approval Order and this Settlement only, the Court
26 hereby confirms the appointment of Phoenix Class Action Administration Solutions as the
27 Settlement Administrator to administer the Settlement of this matter as more specifically set forth
28

1 in the Settlement Agreement and further finally approves Settlement Administration Costs, as fair
2 and reasonable, of thirteen thousand dollars (\$13,000.00).

3 13. As of the Response Deadline, all Settlement Class Members who did not submit a
4 timely and valid Request for Exclusion shall be deemed to have released the Released Parties
5 from all Released Claims, as defined in the Settlement Agreement.

6 14. After Settlement administration has been completed in accordance with the
7 Settlement Agreement, the Parties shall file a report with this Court certifying compliance with
8 the terms of the Settlement.

9 15. Neither this Final Approval Order, the Settlement Agreement, nor any document
10 referred to herein, nor any action taken to carry out the Settlement Agreement is, may be construed
11 as, or may be used by Plaintiff as an admission by or against Defendant or any of the other
12 Released Parties of any fault, wrongdoing or liability whatsoever. Nor is this Final Approval
13 Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendant or
14 any of the other Released Parties. The entering into or carrying out of the Settlement Agreement,
15 and any negotiations or proceedings related thereto, shall not in any event be construed as an
16 admission or concession with regard to the denials or defenses by Defendant or any of the other
17 Released Parties and shall not be offered in evidence by Plaintiff against Defendant or any of the
18 Released Parties in any action or proceeding in any court, administrative agency or other tribunal
19 for any purpose whatsoever other than to enforce the provisions of this Final Approval Order, the
20 Settlement Agreement, or any related agreement or release. Notwithstanding these restrictions,
21 any of the Released Parties may file in the Action or in any other proceeding this Final Approval
22 Order, the Settlement Agreement, or any other papers and records on file in the Action as evidence
23 of the Settlement and to support a defense of res judicata, collateral estoppel, release, waiver or
24 other theory of claim preclusion, issue preclusion or similar defense.

25 16. If the Settlement does not become final and effective in accordance with the terms
26 of the Settlement Agreement, resulting in the return and/or retention of the Settlement funds to
27 Defendant consistent with the terms of the Settlement, then this Final Approval Order and all
28 orders entered in connection herewith, shall be rendered null and void and shall be vacated.

1 17. The Court hereby enters judgment, with prejudice, for the reasons set forth above,
2 and in accordance with the terms set forth in the Settlement Agreement. The Settlement
3 Administrator shall provide notice of this judgement by posting a copy of this order on the website
4 specified in the Class Notice.

5 18. Without affecting the finality of this Final Approval Order in any way, this Court
6 hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of
7 the Settlement and all orders and judgments entered in connection therewith.

8 19. A Final Report (Nonappearance) Hearing is hereby set for ~~February 15, 2024 (or~~
9 ~~at 10:00 AM in Courtroom 1000)~~, a date more convenient for the Court). A report pursuant to Code of
10 Civil Procedure section 384, subdivision (b), shall be filed within 5 court days of the
11 nonappearance hearing and shall be in the form of a declaration from the Settlement Administrator
12 or other declarant with personal knowledge of the facts. The report shall be in the form of a
13 declaration from the Settlement Administrator or other declarant with personal knowledge of the
14 facts, and to describe (i) the date the checks were mailed, (ii) the total number of checks mailed
15 to class members, (iii) the average amount of those checks, (iv) the number of checks that
16 remained uncashed and were redistributed, (v) the total value of those uncashed checks, (vi) the
17 average amount of the uncashed checks, and (vii) the nature and date of the disposition of those
18 unclaimed funds. If applicable, the proposed amended judgment shall require counsel for Plaintiff
19 to send a copy of any amended judgment which distributes funds to a cy pres recipient to the
20 Judicial Council in compliance with CCP Section 384.5. Further the correspondence by counsel
21 shall include a cover letter providing the Judicial Council with the information required pursuant
22 to Government Code Section 68520. Proof of Service shall be filed with the court within 15 days
23 of the filing of the judgment.

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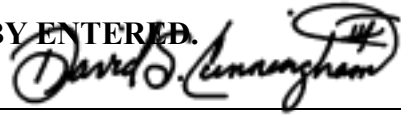
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1 20. This document shall constitute a Judgment for purposes of California Rule of Court
2 3.769(h).

3
4 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

5 Dated: 07/20/2023



HONORABLE DAVID S. CUNNINGHAM
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE
Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **April 14, 2023**, I served true copies of the following document(s): **[PROPOSED] ORDER AND JUDGMENT OF FINAL APPROVAL**. I served the document(s) on the person(s) below as follows:

Laura Fleming Philip K. Lem Megan A. Mackie PAYNE & FEARS LLP 4 Park Plaza, Suite 1100 Irvine, CA 92614	Attorneys for Defendant ABM INDUSTRIES INCORPORATED Telephone: (949) 851-1100 Facsimile: (949) 851-1212 Email: lf@paynefears.com pkl@paynefears.com mam@paynefears.com
Antonio Castillo III, Esq. DRE, A.P.C. 222 N. Canon Drive, Suite 201 Beverly Hills, CA 90210	Attorney for Defendant CYNDYS CLEANING SERVICES LLC dba CYNDY'S CLEANING SERVICES LLC Telephone: (213) 265-7888 Facsimile: (818) 639-3875 Email: antonio@dre.law

The document(s) were served by the following means:

By electronic service: Based on a court order, I caused the document(s) to be sent to the persons at the electronic service addresses listed above by transmission through CASE ANYWHERE.

(State): I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **April 14, 2023**, at Long Beach, California.



Samantha Marquez