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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 15 2023

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

LES ARRIOLA, ARMANDO ZUNIGA
individually, and on behalf of other
members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

MULTI MECHANICAL, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendant.

ARMANDO ZUNIGA, individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

MULTI MECHANICAL, INC., a California
Corporation; and DOES 1 through 100,
inclusive,

Defendant.

Case No.: RIC2003696
(Consolidated with Case No. CVRI2104327)

Honorable Harold Hopp
Department 1

CLASS ACTION

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

Date: August 14, 2023
Time: 8:30 a.m.
Department: 1

Arriola Action Filed: September 16, 2020
Zuniga Action Filed: September 22, 2021
Arriola FAC Filed: April 5, 2021
Arriola SAC Filed: December 16, 2022
Trial Date: None Set

1 This matter has come before the Honorable Harold Hopp in Department 1 of the above-
2 entitled Court, located at 4050 Main Street, Riverside California 92501, on Plaintiffs Les Arriola
3 and Armando Zuniga (“Plaintiffs”) Motion for Final Approval of Class Action Settlement,
4 Attorneys’ Fees, Costs, and Enhancement Award (“Motion for Final Approval”). Lawyers for
5 Justice, PC appeared on behalf of Plaintiff, and Rutan & Tucker LLP appears as counsel for Multi-
6 Mechanical, Inc. (“Defendant”).

7 On March 22, 2023, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
9 of the above-entitled actions (“Actions”) in accordance with the First Amended Class Action and
10 PAGA Settlement And Release of Claims (“Settlement,” “Agreement,” or “Settlement
11 Agreement”), attached as “EXHIBIT 2” the Supplemental Declaration of Alexandra Rose in
12 Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, filed January
13 19, 2023, which, together with the exhibits annexed thereto, set forth the terms and conditions for
14 settlement of the Actions.

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

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

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

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Actions.

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

27 All non-exempt employees of Defendant employed in California at any time
28 from September 16, 2016 through May 9, 2022 (“Class” or “Class Members”).

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

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

23 6. A full opportunity has been afforded to the Class Members to participate in the
24 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
25 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
26 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
27 validly opt out of the Class Settlement (“Participating Class Member”) are bound by the Class
28 Settlement and this Final Approval Order and Judgment, and the State of California and all non-

1 exempt employees of Defendant employed in California at any time during the period from
2 October 28, 2019 through May 9, 2022 (“Aggrieved Employees”) are bound by the PAGA
3 Settlement and this Final Approval Order and Judgment.

4 7. The Court finds that payment of Settlement Administration Costs in the amount of
5 \$10,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
6 notice and settlement administration process. It is hereby ordered that the Settlement
7 Administrator, Phoenix Class Action Administration Solutions, shall issue payment to itself in the
8 amount of \$10,000.00, in accordance with the terms and methodology set forth in Settlement
9 Agreement.

10 8. The Court finds that the Enhancement Award sought is fair and reasonable for the
11 work performed by Plaintiff Les Arriola on behalf of the Class. It is hereby ordered that the
12 Settlement Administrator issue payment in the amount of \$7,500.00 to Plaintiff Les Arriola for his
13 Enhancement Award, according to the terms and methodology set forth in the Settlement
14 Agreement.

15 9. The Court finds that the allocation of \$100,000.00 toward penalties under the
16 California Private Attorneys General Act of 2004 (“PAGA Amount”), is fair, reasonable, and
17 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
18 Amount as follows: the amount of \$75,000.00 to the California Labor and Workforce Development
19 Agency, and the amount of \$25,000.00 to be distributed on a *pro rata* basis to Aggrieved
20 Employees, according to the terms and methodology set forth in the Settlement Agreement.

21 10. The Court finds that the request for attorneys’ fees in the amount of \$350,000.00 to
22 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
23 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
24 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
25 amount of \$350,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
26 methodology set forth in the Settlement Agreement.

27 11. The Court finds that reimbursement of litigation costs and expenses in the amount
28 of \$13,176.06 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the

1 Settlement Administrator issue payment in the amount of \$13,176.06 to Class Counsel for
2 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
3 forth in the Settlement Agreement.

4 12. The Court hereby enters Judgment by which Participating Class Members shall be
5 conclusively determined to have given a release of any and all Class Released Claims against the
6 Released Parties and Aggrieved Employees shall be conclusively determined to have given a
7 release of any and all PAGA Released Claims against the Released Parties, as set forth in the
8 Settlement Agreement and Class Notice.

9 13. It is hereby ordered that Defendant shall deposit the Settlement Fund into an
10 account established by the Settlement Administrator within thirty (30) calendar days after the
11 Effective Date, in accordance with the terms and methodology set forth in the Settlement
12 Agreement.

13 14. It is hereby ordered that the Settlement Administrator shall prepare and mail
14 Individual Settlement Payment checks, minus applicable withholding, to the Participating Class
15 Members and Individual PAGA Payment checks, to the Aggrieved Employees within seven (7)
16 calendar days after Defendant fully funds the Settlement Fund, according to the methodology and
17 terms set forth in the Settlement Agreement. It is hereby ordered than any envelope transmitting a
18 Individual Settlement Payment check to a Class Member shall bear the notation, "YOUR CLASS
19 ACTION SETTLEMENT CHECK IS ENCLOSED."

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

22 16. It is hereby ordered that the Settlement Administrator shall mail a reminder
23 postcard to any Participating Class Member whose Individual Settlement Payment check has not
24 been negotiated within sixty (60) calendar days after the date of the mailing and to any Aggrieved
25 Employee whose Individual PAGA Payment check has not been negotiated within sixty (60)
26 calendar days after the date of the mailing.

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1 17. It is hereby ordered that the funds associated with an Individual Settlement Payment
2 check that is undeliverable or not been cashed, deposited, or otherwise negotiated within one
3 hundred and eighty (180) days after the date listed on the check (“Check Cashing Deadline”), the
4 check will be cancelled and associated funds shall be distributed to the California Rural Legal
5 Assistance, Inc. located at 1460 6th Street, Coachella, CA 92236, a *cy pres* recipient pursuant to
6 Code of Civil Procedure section 384 (as amended effective January 1, 2019).

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

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

16 20. A Final Report (Non-Appearance) Hearing is set for July 1, 2024 at 8:30 a.m. in
17 Department 1 of the Riverside County Superior Court, located at 4050 Main St., Riverside,
18 California 92501. Pursuant to California Code of Civil Procedure section 384, no later than ten
19 (10) calendar days after the Check Cashing Deadline, the parties shall submit a report prepared by
20 the Settlement Administrator to the Court specifying, among other things, the date settlement
21 checks were mailed to Participating Class Members and Aggrieved Employees, the total number
22 of settlement checks mailed, the average amount of the settlement checks mailed, the total amount
23 paid to Participating Class Members, the number of settlement checks that remain uncashed, the
24 leftover residual of settlement funds that will be paid to the entities identified as recipients of such
25 funds in the Settlement Agreement, the average amount of the uncashed settlement checks, and
26 the nature and date of the disposition of the unclaimed funds, along with a proposed amended
27 judgment containing language addressing the tentative transmission of the leftover residual funds
28 to the entities identified as recipients of such funds in the Settlement Agreement and also the

1 release of the portion of the attorneys' fees that were held back. No later than five (5) calendar
2 days after receipt of notice of the entry of the amended judgment, Class Counsel shall submit the
3 amended judgment to the Judicial Council, pursuant to California Code of Civil Procedure section
4 384.5.

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6 Dated: 8/15/23


HONORABLE HAROLD HOPP
JUDGE OF THE SUPERIOR COURT

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