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Superior Court of California
County of Los Angeles

SEP 05 2017

Sherri R. Carter, Executive Officer/Clerk
By *[Signature]*, Deputy
Kelly Jameson

1 Matthew J. Matern (SBN 159798)
Joshua D. Boxer (SBN 226712)
2 Roy K. Suh (SBN 283988)
3 **MATERN LAW GROUP, PC**
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
4 Telephone: (310) 531-1900
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5

6 Attorneys for Plaintiff JOSHUA BRANTNER, on
behalf of himself and all others similarly situated.
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES-CENTRAL CIVIL WEST**

10 JOSHUA BRANTNER, an individual, and on
behalf of others similarly situated,

11 Plaintiff,

12 v.

13 GOODWILL, SERVING THE PEOPLE OF
14 SOUTHERN LOS ANGELES COUNTY, a
California corporation; and DOES 1 through 50,
15 inclusive,

16 Defendant.
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CASE NO.: BC590922

[Assigned For All Purposes to the Honorable
Elihu M. Berle, Dept. 323]

~~FURTHER REVISED [PROPOSED]~~ ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT

[Filed concurrently with Further Revised
[Proposed] Final Judgment]

Mot. for Final Approval August 24, 2017
Time: 1:30 p.m.
Dept.: 323

Complaint Filed: August 10, 2015
Trial Date: None Set

RECEIVED
Central Civil West

AUG 25 2017

By: M. Aguirre

BY FAX

1 ~~FURTHER REVISED PROPOSED~~ ORDER GRANTING FINAL APPROVAL

2 Plaintiff's Continued Motion for Final Approval of Class Action Settlement ("Motion") came
3 before this Court on August 24, 2017 at 1:30 p.m. in the matter of *Brantner v. Goodwill, Serving the People*
4 *of Los Angeles County*, Los Angeles Superior Court, Case No. BC590922 (the "Action"). The Court,
5 having fully reviewed the Motion and declarations filed in support thereof including the Class Action
6 Settlement Agreement ("Settlement" or "Settlement Agreement") attached as Exhibit A to the Declaration
7 of Matthew J. Matern, the Class Notice and Information Sheet (collectively "Class Notice" or "Notice
8 Packet"), which are attached as Exhibit 1 to the Declaration of Michael Bui, the Supplemental Declaration
9 of Jarrod Salinas, the Declaration of Roy K. Suh, the Further Supplemental Declaration of Jarrod Salinas
10 and for good cause appearing, IT IS HEREBY ORDERED AND DECREED THAT:

11 1. This Court has jurisdiction over the subject matter of this Action and over all parties to this
12 Action, including all members of the Settlement Class.

13 2. The Settlement Class is defined as the following:

14 All current and former non-exempt employees of Goodwill, Serving the
15 People of Southern Los Angeles County ("Goodwill, SOLAC") in the State
of California at any time from August 10, 2011 through February 1, 2017.

16 3. Pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of
17 Court, the Court grants final approval of the Settlement as set forth in the Settlement Agreement. For
18 settlement purposes only, the Court finds that Plaintiff Joshua Brantner is an adequate representative of
19 the Settlement Class and appoints him as such. The Court further finds that Matern Law Group, PC
20 including Matthew J. Matern, Joshua D. Boxer, and Roy K. Suh have adequately represented the Class
21 and are appointed as Class Counsel. Accordingly, the Court finally certifies the Settlement Class for
22 settlement purposes only.

23 4. The Court finds that said Settlement is, in all respects, fair, reasonable, and adequate to the
24 Settlement Class when balanced against the probable outcome of extensive and costly litigation.
25 Substantial investigation and research have been conducted such that counsel for the Parties are reasonably
26 able to evaluate their respective positions. It appears to the Court that Settlement will avoid substantial
27 additional costs by all Parties, as well as the delay and risk that would be presented by further prosecution

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1 of this Action. The Court finds that the Settlement that has been reached is the result of intensive, non-
2 collusive, arm's-length negotiations.

3 5. The Court determines that the Parties complied with the distribution of the Class Notice to
4 the Settlement Class in the manner and form set forth in the Preliminary Approval Order and the May 9,
5 2017 Stipulated Order Resetting Class Notice and Related Deadlines ("May 9, 2017 Stipulated Order")
6 and that, as a result, the Class Notice provided to the Settlement Class was the best notice practicable
7 under the circumstances and constituted due and sufficient notice to all persons entitled to such notice.

8 6. The procedures required by the Preliminary Approval Order and the May 9, 2017
9 Stipulated Order have been carried out and satisfy due process requirements such that all absent Settlement
10 Class Members have been given the opportunity to participate fully in the claims exclusion and the
11 approval process.

12 7. Simpluris, Inc. ("Simpluris"), the Court-appointed Settlement Administrator, has received
13 no disputes concerning calculation of an Individual Settlement Payment amount.

14 8. Simpluris has, furthermore, received no objections and only one (1) Request for Exclusion
15 to the Settlement in response to the Class Notice. Accordingly, all Class Members shall be bound by the
16 terms of the Settlement except for one (1) "Opt Out" to this Settlement: Charles J. Hunt.

17 9. Plaintiff and all Settlement Class Members who are not Opt Outs ("Participating Class
18 Members") shall have, by operation of this Order and the accompanying Final Judgment, fully, finally
19 and forever released, relinquished, and discharged Releasees from all Released Claims set forth in the
20 Settlement Agreement, which is hereby incorporated by reference. Participating Class Members shall be
21 forever barred and enjoined from prosecuting any of the Released Claims against the Releasees as set forth
22 in the Settlement Agreement, whether or not they actually receive or cash checks for the Non-Fair Labor
23 Standards Act, 29 U.S.C. § 201, *et seq.* ("FLSA") portion of their Individual Settlement Payments, and
24 shall not be permitted to seek any further payment or any personal relief of any kind including, but not
25 limited to, any payment for damages, wages, compensation, commissions, fees, costs, reimbursements,
26 penalties, or interest on account of the Released Claims. In the event a Participating Class Member fails
27 to cash his or her FLSA check, the affected Participating Class Member shall be deemed to have
28 irrevocably waived any right in or claim to an individual settlement payment, but the Settlement and the

1 release of the affected Participating Class Member's claims, shall remain binding upon him or her except
2 that the affected Participating Class Member shall not be deemed to have released claims that reasonably
3 could have been raised under the FLSA.

4 10. The Settlement is not an admission by Defendant of the merits of any claim in the Action
5 or of any wrongdoing. Neither the Settlement Agreement, nor any document referenced therein, nor any
6 action taken to carry out this Settlement Agreement, shall be (a) construed as or used as an admission of
7 liability or an admission that any of Defendant's defenses in the Action are with or without merit, or (b)
8 disclosed, referred to, or offered in evidence against Defendant in any further proceeding except for
9 purposes of effectuating the Settlement. However, the Settlement may be admitted in evidence and
10 otherwise used in any proceeding to enforce its terms, or in defense of any claims released or barred by
11 the Settlement.

12 11. The Court approves the Maximum Settlement Amount, as set forth in the Settlement
13 Agreement, of Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00), which shall be non-
14 reversionary, and shall include the Class Representative Enhancement Award (as outlined in paragraph
15 12 below), attorneys' fees and costs (as outlined in paragraph 13 below), and costs incurred in
16 administering the Settlement (as outlined in paragraph 15 below). The Maximum Settlement Amount does
17 not include the Employer's Share of Payroll Taxes for any amounts allocated to wages.

18 12. The Court approves a Class Representative Enhancement Award in the amount of Five
19 Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff Joshua Brantner for his actions in the public
20 interest, which the Court determines to be fair and reasonable.

21 13. The Court hereby grants Plaintiff's Class Counsel attorneys' fee request in the amount of
22 Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) as well as Plaintiff's request for
23 reimbursement of Class Counsel's litigation costs of Ten Thousand Nine Hundred Ninety-Three Dollars
24 and Fifty-Two Cents (\$10,993.52), as supported in Class Counsel's recorded costs shown in Exhibit 1 to
25 the Declaration of Roy K. Suh, because the Court determines that the award of such fees and costs is fair
26 and reasonable.

27 14. Furthermore, in light of the contingent nature of Class Counsel's attorneys' fee recovery in
28 this Action, the current and prevailing attorney billing rates in the Los Angeles area, Class Counsel's

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1 experience in employment law and substantial wage-and-hour class action practice, and the substantial
2 pecuniary recovery achieved for Class Members in this Action, the Court finds Class Counsel's fees are
3 fair and reasonable for this case.

4 15. The Court hereby approves a payment of Twenty-One Thousand Eight Hundred Twenty
5 Dollars and Zero Cents (\$21,820.00) to Simpluris for services as the Settlement Administrator.

6 16. The Court directs the Parties to effectuate the Settlement according to the terms of the
7 Settlement Agreement, including payment to Participating Class Members. The Parties shall bear their
8 own respective attorneys' fees and costs, except as otherwise provided for in this Order or in the Settlement
9 Agreement and as later approved by the Court.

10 17. Pursuant to California Rule of Court, Rule 3.769(h), this Court shall retain jurisdiction over
11 all matters related to the administration, and consummation of the Settlement, and any claims, asserted in,
12 arising out of, or related to the subject matter of this Action including, but not limited to, all matters related
13 to the Settlement and the determination of all controversies relating thereto.

14 18. A non-appearance Case Review re: Final Report re: Distribution of Settlement Funds is set
15 for 5/7/18 @ 8:30 AM (~~240 days from this Order~~) at 8:30 AM. The Court
16 orders Class Counsel to file the Final Report by 4/30/18.

17 19. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby GRANTED and
18 the Court directs that a separate judgment shall be entered in accordance with the terms of this Order.

19 **IT IS SO ORDERED.**

20 DATED: SEP 05 2017

ELIHU M. BERLE

THE HONORABLE ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266.

On August 25, 2017, I served the following document or documents:

FURTHER REVISED [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT


By United States mail. I enclosed the documents in a sealed envelope or package addressed to the persons at the address listed below (specify one):

Placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the business's practices for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I am a resident or employed in the county where mailing occurred. The envelope or package was placed in the mail at Manhattan Beach, California.

Daniel F. Fears, Esq. dff@paynefears.com Andrew K. Haeffele, Esq. akh@paynefears.com PAYNE & FEARS LLP 4 Park Plaza, Suite 1100 Irvine, California 92614 Telephone: (949) 851-1100 Facsimile: (949) 851-1212	Attorneys for Defendant GOODWILL, SERVING THE PEOPLE OF SOUTHERN LOS ANGELES COUNTY
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 25, 2017 at Manhattan Beach, California.



Arinda Moreno