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Superior Court of California
County of Los Angeles

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST**

11 HYOK S. YOUN; individually, and on behalf
12 of other members of the general public
13 similarly situated and on behalf of other
14 aggrieved employees pursuant to the California
15 Private Attorneys General Act;

16 Plaintiff,

17 vs.

18 ALLIED REFRIGERATION, INC., a
19 California corporation; and DOES 1 through
20 100, inclusive;

21 Defendants.

Case No.: BC572914

Honorable Ann I. Jones
Department 308

CLASS ACTION

[PROPOSED] FINAL APPROVAL ORDER

Date: January 8, 2018
Time: 10:00 a.m.
Department: 308

Complaint Filed: February 18, 2015
FAC Filed: March 28, 2016
Jury Trial: None Set

COPY

1 This matter has come before the Honorable Ann I. Jones in Department 308 of the above-
2 entitled Court, located at the Central Civil West Courthouse, 600 South Commonwealth Avenue,
3 Los Angeles, California 90005, on Plaintiff Hyok S. Youn's ("Plaintiff") Motion for Final
4 Approval of Class Action Settlement, Attorneys' Fees, Costs, and Enhancement Payment
5 ("Motion for Final Approval").

6 On July 28, 2017, the Court entered an Order Granting Preliminary Approval of Class
7 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
8 of the above-captioned action ("Action") in accordance with the Class Action Settlement
9 Agreement and Release ("Settlement Agreement," "Settlement," or "Agreement"), which, together
10 with the exhibits annexed thereto, sets forth the terms and conditions for settlement of, and of final
11 judgment in, the Action.

12 I. FINDINGS

13 Based on oral and written arguments and evidence presented in connection with the
14 Motion for Final Approval, the Court makes the following findings:

15 1. All terms used herein shall have the same meaning as defined in the parties'
16 Settlement Agreement.

17 2. The Court finds that the applicable requirements of California Code of Civil
18 Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with
19 respect to the Settlement and the class defined as follows:

20 All current and former hourly-paid or non-exempt individuals employed by
21 Defendant Allied Refrigeration, Inc. ("Defendant") in California during the
22 period beginning February 18, 2011 through July 28, 2017 ("Class" or "Class
Members").

23 3. This Court has jurisdiction over the claims of the Class Members asserted in this
24 proceeding and over all parties to this litigation, including the Class.

25 4. The Court finds the Settlement is fair, reasonable, and adequate, and in the best
26 interests of the Class as a whole.

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1 5. The Court further finds that the Settlement was reached following meaningful
2 discovery and investigation conducted by Class Counsel; that the Settlement is the result of
3 serious, informed, adversarial, and arms-length negotiations between the parties; and that the terms
4 of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
5 considered all of the evidence presented, including evidence regarding the strength of the
6 Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely duration of
7 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
8 completed; the experience and views of Class Counsel; the lack of objections to the Settlement;
9 and the small number of requests for exclusion.

10 6. The Notice of Class Action Settlement ("Notice") and the Claim Form
11 (collectively, "Notice Packet") provided to the Class Members fully and accurately informed them
12 of all material elements of the Settlement and of their opportunity to make a claim, object to,
13 comment thereon, or to seek exclusion from, the Settlement; was the best notice practicable under
14 the circumstances; was valid, due and sufficient notice to all Class Members; and complied fully
15 with the laws of the State of California, the United States Constitution, due process and other
16 applicable laws. The Notice Packet fairly and adequately described the Settlement and provided
17 the Class Members with adequate instructions and a variety of means to obtain additional
18 information.

19 7. A full opportunity has been afforded to Class Members to participate in this
20 hearing, and all Class Members and other persons wishing to be heard have been heard. The Class
21 Members also have had a full and fair opportunity to exclude themselves from the Settlement and
22 the Class.

23 8. The Court determines that Class Member, Ronald L. Blackmore, has timely and
24 validly opted out of the Settlement and will not be bound by the Agreement, the Final Approval
25 Order, and Judgment.

26 9. The Court finds that Class Counsel's request for attorneys' fees in the amount of
27 ~~\$166,250~~ ^{\$130,000} falls within the range of reasonableness and the results achieved justify the award. Class
28 Counsel's request for attorneys' fees is hereby approved.

1 10. The Court finds that Class Counsel’s actual litigation costs and expenses in
2 prosecuting this Action in the amount of \$11,452.68 were reasonably incurred. Class Counsel’s
3 request for reimbursement of litigation costs and expenses in the amount of \$11,452.68 is hereby
4 approved.

5 11. The Court finds that the Enhancement Payment sought, in the amount of \$5,000.00
6 to Plaintiff Hyok S. Youn, is reasonable in light of the risks and burdens undertaken by Plaintiff in
7 this Action and for his time and effort in bringing and prosecuting this matter on behalf of the
8 Class, and is hereby approved.

9 12. The Court finds that the amount of \$5,000.00 allocated toward penalties under the
10 California Labor Code Private Attorneys General Act of 2004 (“PAGA Payment”), as amended,
11 California Labor Code sections 2698, *et seq.*, is fair and reasonable, and is hereby approved.

12 13. Payment to the Settlement Administrator, Simpluris, Inc., in the amount of
13 \$5,480.00 for services performed and costs incurred in administration of the Settlement is
14 reasonable in light of the work performed by the Settlement Administrator.

15 14. Funds attributable to Individual Settlement Payment checks that are not cashed,
16 deposited, or negotiated within one hundred eighty (180) calendar days after the Individual
17 Settlement Payment checks are mailed to Claimants shall be distributed to the California
18 Department of Industrial Relations Unpaid Wage Fund. The Court finds that this distribution to
19 the California Department of Industrial Relations Unpaid Wage Fund is an alternative distribution
20 within the meaning of California Code of Civil Procedure section 384(b)(1), that better serves the
21 interest of the Class because it affords Claimants who fail to negotiate their Individual Settlement
22 Payment checks an additional opportunity to obtain monetary benefits from the Settlement.

23 **II. ORDERS**

24 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED,
25 ADJUDGED AND DECREED:

26 1. The Court hereby directs that the Settlement be affected in accordance with the
27 Settlement Agreement and the following terms and conditions.

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1 2. The Court hereby makes final its earlier conditional certification of the Class for
2 settlement purposes only, as set forth in the Order Granting Preliminary Approval of Class Action
3 Settlement. The Class is hereby defined to include: .

4 All current and former hourly-paid or non-exempt individuals employed by
5 Defendant in California during the period beginning February 18, 2011 through
6 July 28, 2017.

7 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
8 best interest of the Class.

9 4. The Settlement Administrator shall issue payment of the Enhancement Payment in
10 the amount of \$5,000.00 to Plaintiff Hyok S. Youn.

11 5. The Settlement Administrator shall issue payment to itself in the amount of
12 \$5,480.00 for the services performed and costs incurred in administration of the Settlement.

13 6. The Settlement Administrator shall issue Individual Settlement Payments to all
14 Claimants, according to the methodology and terms set forth in the Settlement Agreement.

15 7. The Individual Settlement Payment checks that are not cashed, deposited, or
16 negotiated within one hundred eighty (180) calendar days after they are mailed will be voided, and
17 the funds represented by the voided Individual Settlement Payment checks will be forwarded to the
18 Department of Industrial Relations Unpaid Wage Fund.

19 8. The Settlement Administrator shall issue payment in the amount of \$3,750.00 to
20 the California Labor and Workforce Development Agency, and the remaining penalties in the
21 amount of \$1,250.00 shall be part of the Net Settlement Proceeds.

22 9. The Settlement Administrator shall issue payment for attorneys' fees in the amount
23 of \$166,250 to Lawyers *for* Justice, PC, in accordance with the Settlement Agreement.

24 10. The Settlement Administrator shall issue payment for reimbursement of litigation
25 costs and expenses in the amount of \$11,452.68 to Lawyers *for* Justice, PC, in accordance with the
26 Settlement Agreement.

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1 11. Plaintiff and all Class Members who did not submit a timely and valid Exclusion
2 Letter ("Settlement Class Members") are bound by the Settlement Agreement, release of Class
3 Released Claims, this Final Approval Order, and the Judgment. All Settlement Class Members
4 shall be permanently enjoined and forever barred from asserting any of the Class Released Claims
5 against the Released Parties, according to the terms of the Settlement.

6 12. A Judgment shall be entered in this action. The Judgment shall bind each
7 Settlement Class Member, and shall operate as a full release and discharge of the Class Released
8 Claims against Defendant as set forth in the Agreement. All rights to appeal the Judgment have
9 been waived. The Judgment and this Final Approval Order shall have *res judicata* effect and bar
10 all Settlement Class Members from bringing any action asserting Class Released Claims under the
11 Agreement.

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

17 14. Notice of entry of this Final Approval Order shall be given to Class Members by
18 posting a copy of the Final Approval Order on Simpluris, Inc.'s website for a period of at least
19 sixty (60) calendar days after the date of entry of this Final Approval Order. The time for any
20 appeal shall run from the Court's entry of this Final Approval Order.

21 **IT IS SO ORDERED.**

22 **ANN I. JONES**

23 Dated: 1/8/18

24 THE HONORABLE ANN I. JONES
25 JUDGE OF THE SUPERIOR COURT