

1 Edwin Aiwazian (SBN 232943)
2 Arby Aiwazian (SBN 269827)
3 Joanna Ghosh (SBN 272479)
4 **LAWYERS for JUSTICE, PC**
5 410 West Arden Avenue, Suite 203
6 Glendale, California 91203
7 Tel: (818) 265-1020 / Fax: (818) 265-1021

8 *Attorneys for Plaintiff and the Class*

FILED
2018 JUL 17 PM 1:20
CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
BY _____
DEPUTY
NATASHA RENTERIA

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF STANISLAUS**

11 **MARYJO UNGERBUHLER ANDERSON,**
12 **individually, and on behalf of other members**
13 **of the general public similarly situated and on**
14 **behalf of other aggrieved employees pursuant**
15 **to the California Private Attorneys General**
16 **Act;**

17 **Plaintiff,**

18 **vs.**

19 **BOYETT PETROLEUM, an unknown**
20 **business entity; and DOES 1 through 100,**
21 **inclusive,**

22 **Defendants.**

Case No.: 2020582

Honorable Roger M. Beauchesne
Department 24

CLASS ACTION

**[REDACTED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: June 7, 2018
Time: 8:30 a.m.
Department: 24

Complaint Filed: June 21, 2016
FAC Filed: August 25, 2017
Jury Trial Date: None Set

1 This matter has come before the Honorable Roger M. Beauchesne in Department 24 of
2 the above-entitled Court, located at 801 10th Street, 4th Floor, Modesto, California 95354, on
3 Plaintiff Maryjo Ungerbuhler Anderson's ("Plaintiff") Motion for Final Approval of Class
4 Action Settlement, Attorneys' Fees, Costs, and Service Award ("Motion for Final Approval").
5 Lawyers for Justice, PC appeared on behalf of Plaintiff and McPharlin Sprinkles & Thomas LLP
6 appeared on behalf of Defendant Stan Boyett & Son, Inc. ("Boyett Petroleum" or "Defendant").

7 On February 6, 2018, the Court entered an Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
9 settlement of the above-entitled action ("Action") in accordance with the Class Action and
10 PAGA Settlement Agreement and Release of Claims ("Settlement," "Agreement," or
11 "Settlement Agreement"), which, together with the exhibits annexed thereto, set forth the terms
12 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
22 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
23 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.

24 The Class is hereby defined to include:

25 All current and former hourly-paid or non-exempt individuals employed by
26 Defendant within the State of California at any time during the time period
starting on June 21, 2012 and ending on February 5, 2018.

27 ///

28 ///

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

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

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a
26 timely and valid Request for Exclusion to the Settlement Administrator ("Settlement Class
27 Members") are bound by this Final Approval Order and Judgment.

28 ///

1 7. It is hereby ordered that Defendant shall transmit the Gross Settlement Fund to
2 the Settlement Administrator within fifteen (15) calendar days of the Effective Date, in
3 accordance with the Settlement Agreement.

4 8. It is hereby ordered that the Settlement Administrator, Simpluris, Inc.
5 ("Simpluris"), shall issue payment to itself in the amount of \$16,649 for the services performed
6 and costs incurred for the notice and settlement administration process, in accordance with the
7 Settlement Agreement.

8 9. It is hereby ordered that the Settlement Administrator shall distribute settlement
9 payments to all Settlement Class Members, according to the methodology and terms set forth in
10 the Settlement Agreement.

11 10. It is ordered that all Individual Settlement Share checks issued to Settlement Class
12 Members that are not cashed within one hundred eighty (180) calendar days after they are issued
13 will be cancelled, and the funds associated with such cancelled checks will be re-distributed to
14 the Settlement Class Members on a *pro rata* basis ("Redistributed Payments"), within ten (10)
15 calendar days of the expiration of the 180-day period. The Court finds that the manner of
16 distribution of funds associated with uncashed Individual Settlement Share checks is an
17 alternative distribution within the meaning of California Code of Civil Procedure section
18 384(b)(1), that better serves the interest of the Class because it allows Settlement Class Members
19 an opportunity to obtain additional monetary benefits from the Settlement. It is further ordered
20 that all Redistributed Payments checks that are not cashed within ninety (90) calendar days after
21 they are issued will be cancelled, and the funds associated with all such cancelled checks will be
22 considered unpaid, unclaimed, or abandoned cash residue ("Unpaid Residue"). The Unpaid
23 Residue plus any accrued interest that has not otherwise been distributed, shall be transmitted, in
24 accordance with California Code of Civil Procedure section 384, as amended, as follows:
25 twenty-five percent (25%) to the State Treasury for deposit in the Trial Court Improvement and
26 Modernization Fund and seventy-five percent (75%) to the State Treasury for deposit into the
27 Equal Access Fund of the Judicial Branch.

28 ///

1 11. The Court finds that the Service Award sought is fair and reasonable for the work
2 performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
3 Administrator issue payment to Plaintiff Maryjo Ungerbuhler Anderson in the amount of
4 \$10,000 for her Service Award, according to the methodology and terms set forth in the
5 Settlement Agreement.

6 12. The Court finds that the allocation of \$225,000 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 Payment as follows: the amount of \$168,750 to the California Labor and Workforce
10 Development Agency, and the amount of \$56,250 to be a part of the Net Settlement Fund for
11 distribution to Settlement Class Members, according to the methodology and terms set forth in
12 the Settlement Agreement.

13 13. The Court finds that the request for an award of attorneys' fees in the amount of
14 \$945,000 falls within the range of reasonableness, and the results achieved justify the award
15 sought. The requested attorneys' fees are fair, reasonable, and appropriate, and are hereby
16 approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of
17 \$945,000 to Lawyers for Justice, PC for attorneys' fees, according to the methodology and terms
18 set forth in the Settlement Agreement.

19 14. The Court finds that reimbursement of litigation costs and expenses in the amount
20 of \$29,038.18 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
21 Settlement Administrator issue payment in the amount of \$29,038.18 to Lawyers for Justice, PC
22 for reimbursement of litigation costs and expenses, according to the methodology and terms set
23 forth in the Settlement Agreement.

24 15. The Court hereby enters Judgment by which Settlement Class Members shall be
25 conclusively determined to have given a release of any Released Claims against the Released
26 Parties, as set forth in the Settlement Agreement and the Notice.

27 ///
28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

16. 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, 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.

17. Notice of entry of this Final Approval Order and Judgment shall be given to the Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment. No individualized notice shall be required.

Dated: JUN 22 2018

ROGER M. BEAUCHESNE

HONORABLE ROGER M. BEAUCHESNE
JUDGE OF THE SUPERIOR COURT