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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JAN 17 2018

5 *Attorneys for Plaintiffs and the Class*

BY Kimberly Reynolds
KIMBERLY REYNOLDS, DEPUTY

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **FOR THE COUNTY OF SAN BERNARDINO**

10 JESSE FRANCIA, JR.; individually, and on
behalf of other members of the general public
11 similarly situated; TERRENCE ESTES;
individually, and on behalf of other members of
12 the general public similarly situated; CHAD
FISHER; individually, and on behalf of other
13 members of the general public similarly situated
and on behalf of other aggrieved employees
14 pursuant to the California Private Attorneys
General Act; GERARDO OROZCO;
15 individually, and on behalf of other members of
the general public similarly situated,

16 Plaintiffs,

17 vs.

18 CROWN TECHNICAL SYSTEMS, a
19 California corporation; and DOES 1 through
100, inclusive,

20 Defendants.

Case No.: CIVDS1508984

Honorable Gilbert G. Ochoa
Department S33

CLASS ACTION

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

Date: January 17, 2018
Time: 8:30 a.m.
Department: S33

Complaint Filed: June 25, 2015
FAC Filed: April 6, 2017
Jury Trial: None Set

1 This matter has come before the Honorable Gilbert G. Ochoa in Department S33 of the
2 above-entitled Court, located at the San Bernardino Justice Center, 247 West 3rd Street, San
3 Bernardino, California 92415, on Plaintiffs Jesse Francia, Jr., Terrence Estes, Chad Fisher, and
4 Gerardo Orozco ("Plaintiffs") Motion for Final Approval of Class Action Settlement, Attorneys'
5 Fees, Costs, and Enhancement Payments ("Motion for Final Approval").

6 On April 6, 2017, the Court entered an Order Granting Preliminary Approval of Class
7 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
8 settlement of the above-captioned action ("Action") in accordance with the Joint Stipulation of
9 Class Action Settlement and Release ("Settlement," "Agreement" or "Settlement Agreement"),
10 which, together with the exhibits annexed thereto and the Court's August 17, 2017 Order
11 approving the Joint Stipulation Modifying Settlement Administration Procedure, set forth the
12 terms and conditions for settlement and judgment of the Action.

13 Having duly considered the parties' papers and oral argument, and good cause appearing,

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

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

17 2. This Court has jurisdiction over the claims of the Class Members asserted in this
18 proceeding and over all parties to the Action.

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

23 The Class is hereby defined to include:

24 All persons employed in California by Defendant Crown Technical Systems
25 ("Defendant") as current or former hourly-paid or non-exempt employees, at
any time during the period between June 25, 2011 through April 6, 2017.

26 4. The Notice of Class Action Settlement ("Class Notice"), Claim Form, and
27 Mailing Envelope (collectively, the "Notice Packet") that were provided to the Class Members,
28 fully and accurately informed the Class Members of all material elements of the Settlement and

1 of their opportunity to make a claim, object to or comment on, or to seek exclusion from, the
2 Settlement; was the best notice practicable under the circumstances; was valid, due, and
3 sufficient notice to all Class Members; and complied fully with the laws of the State of
4 California, the United States Constitution, due process and other applicable laws. The Notice
5 Packet fairly and adequately described the Settlement and provided the Class Members with
6 adequate instructions and a variety of means to obtain additional information.

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

19 6. A full opportunity has been afforded to the Class Members to participate in the
20 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
21 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
22 the Settlement and the Class. Accordingly, the Court determines that all Class Members who did
23 not timely and properly execute and submit a Request for Exclusion to the Claims Administrator
24 are bound by the terms of the Settlement Agreement and this Final Approval Order and
25 Judgment.

26 7. It is hereby ordered that the Claims Administrator, Simpluris, Inc., shall issue
27 payment to itself in the amount of \$12,386 for the services performed and costs incurred for the
28 notice and administration of the Settlement, in accordance with the Settlement Agreement.

1 8. It is hereby ordered that the Claims Administrator shall issue the Individual
2 Settlement Payment checks to all Class Members who have not opted out and who have
3 submitted timely and valid Claim Forms (“Claimants”) according to the methodology and terms
4 set forth in the Settlement Agreement.

5 9. It is further ordered, pursuant to California Code of Civil Procedure section 384,
6 that all Individual Settlement Payment checks issued to Claimants shall remain negotiable for
7 one hundred and twenty (120) calendar days after the date the check is issued. Funds
8 represented by any Individual Settlement Payment checks that are returned as undeliverable or
9 not cashed within the 120-day period will be tendered to the California State Controller’s Office
10 (SCO), Unclaimed Property Division. The Court specifically finds that the disposition of the
11 funds from uncashed Individual Settlement Payment checks, as set forth herein, is an alternative
12 distribution within the meaning of California Code of Civil Procedure section 384(b)(1), that
13 better serves the interest of the Class because it affords Claimants who fail to negotiate their
14 Individual Settlement Payment checks an additional opportunity to obtain monetary benefits
15 from the Settlement.

16 10. The Court finds that the Class Representative Enhancement Payments sought are
17 fair and reasonable for the work performed by Plaintiffs Jesse Francia, Jr., Terrence Estes, Chad
18 Fisher, and Gerardo Orozco on behalf of the Class. It is hereby ordered that that the Claims
19 Administrator issue payment to Plaintiffs Jesse Francia, Jr., Terrence Estes, Chad Fisher, and
20 Gerardo Orozco in the amount of \$5,500 to each of them, for their Class Representative
21 Enhancement Payments.

22 11. The Court finds that the allocation of \$10,000 toward penalties under the
23 California Private Attorneys General Act of 2004 (“PAGA”), is fair, reasonable, and appropriate,
24 and hereby approved. The Claims Administrator shall issue payment in the amount of \$7,500 (or
25 75% of \$10,000) to the California Labor and Workforce Development Agency (“LWDA”), and
26 the remaining penalties allocation in the amount of \$2,500 shall be a part of the Net Settlement
27 Amount, according to the terms of the Settlement Agreement.

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1 12. The Court finds that the request for an award of attorneys' fees in the amount of
2 \$332,500 falls within the range of reasonableness, and the results achieved justify the award
3 sought. The requested award of attorneys' fees is fair, reasonable, and appropriate, and is hereby
4 approved. It is hereby ordered that the Claims Administrator issue payment in the amount of
5 \$332,500 to *Lawyers for Justice, PC* for attorneys' fees, according to the methodology and terms
6 set forth in the Settlement Agreement.

7 13. The Court finds that the litigation costs and expenses in the amount of \$21,580.19
8 incurred by Class Counsel in prosecuting the Action are reasonable, and hereby approved. It is
9 hereby ordered that the Claims Administrator issue payment in the amount of \$21,580.19 to
10 *Lawyers for Justice, PC* for reimbursement of litigation costs and expenses.

11 14. With this final approval of the Settlement, the Court hereby enters judgment by
12 which Class Members who did not submit a valid and timely Request for Exclusion shall be
13 conclusively determined to have given a release of, and permanently enjoined and forever barred
14 from asserting, any Released Claims against the Released Parties, as set forth in the Settlement
15 Agreement and the Notice Packet.

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

21 16. Notice of entry of this Final Approval Order and Judgment shall be given to the
22 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s
23 website for a period of at least sixty (60) calendar days after the date of entry of this Final
24 Approval Order and Judgment.

25 Dated: 1-17-18

GILBERT G. OCHOA

HONORABLE GILBERT G. OCHOA
JUDGE OF THE SUPERIOR COURT