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Superior Court of California  
County of Los Angeles

JAN 04 2018

Sherril R. Carter, Executive Officer/Clerk  
By: Roxanne Arralga, Deputy

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST**

12 FPI MANAGEMENT WAGE AND HOUR  
13 CASES  
14 Included Action:  
15 IFFAT “IFFY” KHAN; individually, and on  
16 behalf of other members of the general public  
17 similarly situated; DAVID MENDOZA,  
18 individually, and on behalf of other members  
of the general public similarly situated and on  
behalf of aggrieved employees pursuant to the  
Private Attorneys General Act;  
  
19 Plaintiffs,  
  
20 vs.  
21 FPI MANAGEMENT, INC., a California  
corporation; and DOES 1 through 100,  
22 inclusive,  
23 Defendants.

Judicial Council Coordination Proceeding  
Case No.: JCCP4819

Included Action Case No.: BC541747  
Honorable Kenneth R. Freeman  
Department 310

~~PROPOSED~~ ORDER  
GRANTING FINAL APPROVAL OF  
SETTLEMENT AND JUDGMENT

Complaint Filed: April 4, 2014  
FAC Filed: May 18, 2016  
Jury Trial: None Set

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Central Civil West  
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By: R. Nazaryan

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1 This matter came before the Honorable Kenneth R. Freeman in Department 310 of the  
2 above-entitled Court located at Central Civil West Courthouse, 600 Commonwealth Avenue, Los  
3 Angeles, California 90005, upon Plaintiffs Iffat "Iffy" Khan and David Mendoza's ("Plaintiffs"  
4 and "Class Representatives") Motion for Preliminary Approval of Class Action Settlement,  
5 Attorneys' Fees, Costs, and Service Awards ("Motion for Preliminary Approval"). Plaintiffs seek  
6 final approval of the settlement set forth in the Joint Stipulation of Class Action Settlement and  
7 Release, Amendment No. 1 to Joint Stipulation of Class Action Settlement and Release,  
8 Amendment No. 2 to Joint Stipulation of Class Action Settlement and Release, and Joint  
9 Stipulation Modifying Settlement Administration Deadlines (collectively, the "Stipulation" or  
10 "Settlement"). Due and adequate notice having been given to the Class, and the Court having  
11 reviewed and considered the Stipulation, all papers filed, the record, proceedings in the above-  
12 entitled action ("Litigation" or "Action"), and all oral and written comments received regarding  
13 the Settlement, and good cause appearing,

14 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

- 15 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the  
16 Stipulation filed in this case.
- 17 2. The Court has jurisdiction over the subject matter of the Litigation, the Class  
18 Representatives, the other members of the Class, and Defendant FPI Management, Inc.  
19 ("Defendant").
- 20 3. Solely for purposes of effectuating the Settlement, this Court finds that the  
21 applicable requirements of the California Code of Civil Procedure section 382 and Rule 3.769 of  
22 the California Rules of Court have been satisfied with respect to the Class and the Settlement. The  
23 Court hereby makes final its earlier provisional certification of the Class for settlement purposes,  
24 as set forth in the Order Granting Preliminary Approval. The Class is hereby defined to include:

25 Any and all current and former California based hourly-paid or non-exempt on-site  
26 employees who worked for Defendant within the State of California at any time  
27 from April 4, 2010 to June 8, 2017.

27 ///  
28

1           4.       The Court finds that the dissemination of the Notice of Proposed Class Action  
2 Settlement (“Class Notice”), Opt Out Form, and Verification Form (collectively, “Notice Packet”)  
3 as provided for in the Order Granting Preliminary Approval of Class Action Settlement and  
4 Setting a Settlement Fairness Hearing (“Order Granting Preliminary Approval”), constituted the  
5 best notice practicable under the circumstances to all Persons within the definition of the Class,  
6 and fully met the requirements of California law and due process under the United States  
7 Constitution. Based on evidence and other material submitted in conjunction with the Settlement  
8 Hearing, the actual notice to the Class was adequate.

9           5.       The Court finds in favor of settlement approval.

10          6.       The Court grants final approval of the Settlement in the above-captioned action,  
11 each of the releases, and other terms, as set forth in the Stipulation, as fair, just, reasonable and  
12 adequate as to Defendant, Plaintiffs, and all Class Members who did not Opt Out of the Settlement  
13 (“Participating Class Members,” “Settlement Class,” or “Members of the Settlement Class”).  
14 More specifically, the Court finds that the Settlement was reached following meaningful discovery  
15 and investigation conducted by Class Counsel; that the Settlement is the result of serious,  
16 informed, adversarial, and arms-length negotiations between the parties; and that the terms of the  
17 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has  
18 considered all of the evidence presented, including evidence regarding the strength of the  
19 Plaintiffs’ case; the risk, expense, and complexity of the claims presented; the likely duration of  
20 further litigation; the amount offered in the Settlement; the extent of investigation and discovery  
21 completed; and the experience and views of Class Counsel. Further, the Court has considered the  
22 absence of any objections to the Settlement by Class Members, as well as the small number of  
23 Class Members who opted out from the Settlement (“Non-Settlement Class Members”).  
24 Accordingly, Plaintiffs and Defendant (together, the “Settling Parties”) are directed to perform in  
25 accordance with the terms set forth in the Stipulation.

26          7.       A full opportunity has been afforded to the Class Members to participate in the  
27 Settlement Hearing, and all Class Members and other persons wishing to be heard have been  
28 heard. Class Members also have had a full and fair opportunity to Opt Out from the Settlement

1 and Settlement Class. Accordingly, the Court determines that all Participating Class Members are  
2 bound by this Order Granting Final Approval of Settlement and Judgment ("Final Approval Order  
3 and Judgment").

4 8. The Court finds that the following Persons, having timely and validly opted out of  
5 the Settlement, are Non-Settlement Class Members and will not be bound by this Final Approval  
6 Order and Judgment: Kimberley Graziano, Stephanie Kidd, David Villaruel, Sheila Warix,  
7 Vincent Graziano, Michael Gregory, Retha Stevens, Tiffany Abbey, Gabriel Chavez, Amanda  
8 Clifton, Andrea Orr, Phillip Williams, Stephanie Williams, Angela Zertuche, Samantha Eggers,  
9 Avis J. Adams, Joseph Speegle, Craig Corsini, Maria Guzman, Miguel Casillas, Harold Blakely,  
10 Ron Locklear, Katherine Nelson, Talia Turner, Scarlett Martinez Vazquez, Amy Trinh, Martin  
11 Aldana Ortiz, Svetlana Milojevich, Steve Beckley, Ella Henderson, and Joy Romano.

12 9. The Court hereby enters judgment by which Participating Class Members shall  
13 conclusively be deemed to have given a release, as set forth in the Stipulation and Notice Packet,  
14 against the Releasees, as to all of the Released Claims upon the Effective Date. The Released  
15 Claims are defined to include:

16 All claims, demands, rights, liabilities and causes of action of every nature and  
17 description whatsoever including without limitation statutory, constitutional,  
18 contractual or common law claims, against the Releasees, for relief and penalties,  
19 that accrued from April 4, 2010 to June 8, 2017 and as a result of Class Members'  
20 employment by Defendant in California, which relate to or arise under any state or  
21 local law or state administrative order that was or could have been pled based on  
22 the facts alleged in the operative complaint relating to claims of failure to pay  
23 wages upon termination and/or resignation, failure to pay overtime wages, failure  
24 to pay minimum wages, failure to pay meal and rest period premiums, failure to  
25 pay wages timely during employment, failure to provide accurate wage statements,  
26 failure to reimburse business expenses, unfair competition, and violations of  
27 California Labor Code §§ 200, 201, 202, 203, 204, 226, 226.7, 510, 512, 1174,  
28 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, applicable Wage Order of the  
Industrial Wage Commission, PAGA Penalties and other related penalties, and  
California Business & Professions Code §§ 17200 to 17208, including without  
limitation all related claims for restitution and other equitable relief arising  
Business and Professions Code §§ 17200, *et seq.*, interest on unpaid wages, unpaid  
wages, attorneys' fees or litigation costs, and any other related claims and/or  
penalties, including PAGA Penalties. The release does not extend to any claims  
not alleged in the operative First Amended Complaint and specifically excludes  
claims for workers' compensation, personal injuries, unemployment insurance,

1 state disability compensation, claims under the Employment Retirement Income  
2 Security Act of 1974, previously vested benefits under any Employer-sponsored  
3 benefits plan, wrongful termination, discrimination, retaliation, and harassment  
4 including but not limited to those arising under the Age Discrimination In  
5 Employment Act, the California Fair Employment and Housing Act, Title VII of  
6 the Federal Civil Rights Act of 1964, and/or Federal Civil Rights Act of 1991, or  
7 any similar state or federal laws, the California Family Rights Act, the Federal  
8 Family Medical Leave Act, the California Pregnancy Leave Law, or similar state or  
9 federal laws, the Federal Equal Pay Act of 1963, violations of the Americans with  
10 Disabilities Act of 1990 or violations of any other state or federal law, rule or  
11 regulation concerning discrimination, retaliation and/or harassment.

12 10. Except as otherwise provided in the Stipulation and by way of this Order, the  
13 Settling Parties are to bear their own costs and attorneys' fees.

14 11. With respect to collectively all Participating Class Members and for purposes of  
15 approving the Settlement only and for no other purpose, this Court finds and concludes that: (a)  
16 the Members of the Settlement Class are ascertainable and so numerous that joinder of all  
17 members is impracticable; (b) there are questions of law or fact common to the Settlement Class,  
18 and there is a well-defined community of interest among Members of the Settlement Class with  
19 respect to the subject matter of the non-exempt claims in the Litigation; (c) the claims of the Class  
20 Representatives are typical of the claims of the Members of the Settlement Class; (d) the Class  
21 Representatives have fairly and adequately protected the interests of the Members of the  
22 Settlement Class; (e) a class action is superior to other available methods for an efficient  
23 adjudication of this controversy; and (f) the counsel of record for the Class Representatives, i.e.,  
24 Lawyers *for* Justice, PC and Protection Law Group LLP (collectively, "Class Counsel"), are  
25 qualified to serve as counsel for the Plaintiffs in their individual and representative capacities and  
26 for the Settlement Class.

27 12. It is hereby ordered that the Claims Administrator, Simpluris, Inc., shall issue  
28 payment to itself in the amount of \$47,964 for the services and costs of administration of the  
Settlement, in accordance with the Stipulation.

13. The Court approves the Individual Settlement Amounts, and orders the Claims  
Administrator to distribute Individual Settlement Amount checks to Participating Class Members  
not later than twenty-four (24) calendar days after the Effective Date, in accordance with the

1 formula set forth in the Stipulation.

2 14. It is further ordered, pursuant to California Code of Civil Procedure section 384,  
3 that all Individual Settlement Amount checks issued to Participating Class Members shall remain  
4 valid and negotiable for one hundred and eighty (180) calendar days after the date the checks are  
5 issued. The funds associated with Individual Settlement Amount checks that are not cashed within  
6 that 180-day time period shall be remitted to the California Department of Industrial Relations  
7 Unclaimed Wages Fund, in the name of the Participating Class Member. The Court specifically  
8 finds that the disposition of the funds from uncashed Individual Settlement Amount checks, as set  
9 forth herein, is an alternative distribution within the meaning of California Code of Civil  
10 Procedure section 384(b)(1), that better serves the interest of the Settlement Class because it  
11 affords Participating Class Members who fail to negotiate their Individual Settlement Amount  
12 checks an additional opportunity to obtain monetary benefits from the Settlement.

13 15. The Court finds that the service awards sought are fair and reasonable for the work  
14 performed by Plaintiffs Iffat "Iffy" Khan and David Mendoza on behalf of the Class. It is hereby  
15 ordered that the Claims Administrator issue payment in the amount of \$5,000 to Plaintiff Iffat  
16 "Iffy" Khan and \$5,000 to Plaintiff David Mendoza, for their service awards, no later than ten (10)  
17 calendar days after the Claims Administrator receives the settlement funds from Defendant, in  
18 accordance with the Stipulation.

19 16. The Court finds that the \$10,000 allocated toward penalties under the California  
20 Labor Code's Private Attorneys General Act of 2004 ("PAGA Penalties"), is fair, reasonable, and  
21 appropriate, and hereby approved. The Claims Administrator shall issue payment in the amount  
22 of \$7,500 (or 75% of \$10,000) to the California Labor and Workforce Development Agency  
23 ("LWDA"), and the remaining penalties allocation in the amount of \$2,500 shall be a part of the  
24 Class Member Payout Fund for distribution to the Participating Class Members, in accordance  
25 with the Stipulation.

26 17. The Court finds that Class Counsel's request for attorneys' fees falls within the  
27 range of reasonableness, and the results achieved justify the award sought. The requested fees are  
28 fair, reasonable, and appropriate, and hereby approved. It is hereby ordered that the Claims

1 Administrator issue payment in the amount of \$1,050,000 for attorneys' fee, in accordance with  
2 the Stipulation, as follows: \$682,500 to Lawyers *for* Justice, PC and \$367,500 to Protection Law  
3 Group LLP.

4 18. The Court finds that the litigation costs and expenses, collectively incurred by  
5 Class Counsel in prosecuting this Action, in the amount of \$35,348.80, are reasonable, and hereby  
6 approved. It is hereby ordered that the Claims Administrator issue payment in the amount of  
7 \$35,348.80 for reimbursement of litigation costs and expenses, in accordance with the Stipulation,  
8 as follows: \$29,465.72 to Lawyers *for* Justice, PC and \$5,883.08 to Protection Law Group LLP.

9 19. The Court orders Defendant to fund the total Gross Settlement Sum in accordance  
10 with the terms of the Stipulation. Additionally, Defendant is required to pay the employer's share  
11 of payroll taxes (e.g. UI, ETT, Social Security and Medicare taxes), which shall be paid not later  
12 than the time specified by law or agency regulations.

13 20. The Court reserves exclusive and continuing jurisdiction over the Litigation, the  
14 Class Representatives, the Settlement Class, and Defendant for the purposes of supervising the  
15 implementation, enforcement, construction, administration, and interpretation of the Stipulation  
16 and this Judgment.

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

21 22. The deadline to file a Declaration Re: Distribution is noon on August 29, 2018.

22 23. A Non-Appearance (Case Review) Re: Distribution is scheduled for August 31,  
23 2018 in Department 310.

24 IT IS SO ORDERED.

25  
26 Dated: JAN 04 2018

**KENNETH R. FREEMAN**

\_\_\_\_\_  
The Honorable Kenneth R. Freeman  
Judge of the Superior Court

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