

TN # 4710183

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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE

APR 26 2017

DAVID H. YAMASAKI, Clerk of the Court  
BY: A. PAGUNSAN, DEPUTY

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF ORANGE**

14 MICHAEL EMERSON; LAMONT  
15 GOODWIN individually, and on behalf of  
16 other members of the general public similarly  
17 situated, and on behalf of aggrieved  
18 employees pursuant to the Private Attorneys  
19 General Act ("PAGA"),

17 Plaintiffs,

18 v.

19 GANAHL LUMBER COMPANY, a  
20 California corporation; and DOES 1 through  
21 100, inclusive,

21 Defendants.

Case No. 30-2014-00747750-CU-OE-CXC

Assigned For All Purposes to:  
Hon. Kim G. Dunning  
Department CX104

**CLASS ACTION**

**ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND AWARD OF (1)  
ADMINISTRATION EXPENSES; (2)  
ATTORNEYS' FEES AND COSTS AND  
(3) CLASS REPRESENTATIVE  
PAYMENT AND JUDGMENT**

Date: April 26, 2017  
Time: 1:30 p.m.  
Department: CX104

Complaint Filed: September 29, 2014  
Jury Trial: None Set

(vuv)  
Vikki L. Vander Woude, Temporary Judge

1 This matter has come before ~~the Honorable Kim G. Dunning~~ in Department CX104 of the  
2 above-entitled Court located at 751 W. Santa Ana Boulevard, Santa Ana, California, 92701, on  
3 Plaintiff Lamont Goodwin's ("Plaintiff") Motion for Final Approval of Class Action Settlement,  
4 Attorneys' Fees, Costs, and Class Representative Enhancement Award ("Motion for Final  
5 Approval").

6 The Court has read, heard, and considered all the pleadings and documents submitted, and  
7 the presentations made in connection with the Motion for Final Approval, which came on for  
8 hearing on April 26, 2017.

9 Having duly considered the Parties' papers and oral argument, and good cause appearing,

10  
11 **THE COURT HEREBY ORDERS, ADJUDGES, and DECREES THAT:**

12  
13 1. The Parties' Amended Settlement Agreement and General Release ("Settlement"),  
14 and its terms are hereby fully and finally approved and shall be carried out and effectuated  
15 according to its terms, the preliminary approval order, and this Order. This Order incorporates by  
16 reference the definitions in the Settlement and all terms defined therein shall have the same  
17 meaning in this 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 Lawsuit.

20 3. For the reasons set forth in the Preliminary Approval Order and in the transcript of  
21 the ~~proceedings~~ <sup>minutes (vuv)</sup> of the Preliminary Approval hearings, which are adopted and incorporated herein  
22 by reference, this Court finds that the applicable requirements of the California Code of Civil  
23 Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with  
24 respect to the Class and the proposed Settlement. The Court hereby makes final its earlier  
25 provisional certification of the Class, as set forth in the Preliminary Approval Order.

26 4. For purposes of the Settlement, the Court has certified a Class defined as: The  
27 "Class Members" are defined as "all current and former California-based hourly-paid or  
28 non-exempt individuals employed by Ganahl Lumber Company within the State of California

1 from September 30, 2010 to November 30, 2016 (“Class Period”), excluding those individuals  
2 who executed an arbitration agreement or release agreement that governs the claims in this  
3 Litigation. The Court deems this definition sufficient for the purposes of California Rules of  
4 Court 3.765(a) and 3.771.

5 5. The Class Notice given to the Class Members fully and accurately informed the  
6 Class Members of all material elements of the proposed Settlement and of their opportunity to  
7 object thereto, or comment thereon; was the best notice practicable under the circumstances; was  
8 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the  
9 State of California, the United States Constitution, due process and other applicable law. The  
10 Class Notice fairly and adequately described the Settlement and provided the Class Members with  
11 adequate instructions and a variety of means to obtain additional information. A full opportunity  
12 has been afforded to the Class Members to participate in the final approval hearing, and all Class  
13 Members and other persons wishing to be heard have been heard. Accordingly, the Court  
14 determines that all Class Members who did not timely and properly submit an Opt-Out Form to  
15 the Settlement Administrator are bound by this Final Approval Order and Judgment regardless of  
16 whether the Class Member submitted a Claim Form.

17 6. Pursuant to California law, the Court hereby grants final approval of the Settlement  
18 and finds it reasonable and adequate, and in the best interests of the Class as a whole. More  
19 specifically, the Court finds that the Settlement was reached following meaningful discovery and  
20 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,  
21 adversarial, and arm’s-length negotiations between the Parties; and that the terms of the  
22 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has  
23 considered all of the evidence presented, including evidence regarding the strength of the  
24 Plaintiff’s case; the risk, expense, and complexity of the claims presented; the likely duration of  
25 further litigation; the amount offered in Settlement; the extent of investigation and discovery  
26 completed; and the experience and views of Class Counsel. The Court further has considered the  
27 absence of objection to the Settlement by Class Members, as well as the low number of  
28 individuals who submitted Opt-out Forms. Accordingly, the Court hereby directs that the

1 Settlement be affected in accordance with the Settlement Agreement and the following terms and  
2 conditions.

3 7. It is hereby ordered that Defendant fund the settlement in accordance with the  
4 Settlement Agreement.

5 8. It is hereby ordered that the Settlement Administrator, Simpluris, Inc., shall issue  
6 the settlement checks to the Class Members who have not opted out and who have submitted  
7 valid Claim Forms in accordance with the Settlement Agreement. The Court finds that the  
8 settlement consideration and methodology used to calculate and pay individual Class Members is  
9 fair and reasonable. Since the aggregate claims by the Settlement Class were less than 60% of the  
10 Net Settlement Fund, the minimum payout of 60% is triggered under the terms of the Settlement  
11 Agreement. Accordingly, the Settlement Administrator will pro rata increase the Class Member  
12 Payments to each Settlement Class Member who submitted a valid and timely Class Member  
13 Claim Form to ensure that the total payment equals sixty percent of the Net Settlement Fund. In  
14 funding the settlement, Defendant shall not be required to pay the difference between 60% of the  
15 Net Settlement Fund and maximum potential Net Settlement Fund.

16 9. In addition to the above-referenced amounts, Defendant will also be responsible  
17 for paying the employer' portion of payroll taxes separate from and in addition to the Settlement  
18 Fund.

19 10. The Court finds that the Enhancement Award in the amount of \$5,000.00 to Class  
20 Representative Lamont Goodwin is fair and reasonable for his work on behalf of the Class. It is  
21 hereby ordered that the that the Settlement Administrator shall pay the Enhancement Award of  
22 \$5,000.00 to Class Representative Lamont Goodwin, in accordance with the Settlement  
23 Agreement.

24 11. The Court finds that the allocation of \$5,000 for PAGA civil penalties are fair and  
25 reasonable and approves the payment of \$3,750 to the Labor Workforce Development Agency for  
26 its portion of the civil penalties.

27 12. It is hereby ordered that the Settlement Administrator shall pay itself a payment of  
28 \$11,856 for the services performed in administering the Settlement.

1           13.       The Court finds that Class Counsel's request for attorneys' fees falls within the  
2 range of reasonableness and the results achieved justifies the award. Class Counsel's actual  
3 litigation costs and expenses in prosecuting this Lawsuit are hereby approved as reasonably  
4 incurred. It is hereby ordered that the Settlement Administrator shall pay the Attorneys' Fees and  
5 Costs of \$158,333, plus reimbursement of litigation costs and expenses in the amount of  
6 ~~\$25,630.80~~ <sup>21,361.30</sup>, to Class Counsel in accordance with the Settlement Agreement, as follows: payment  
7 to Lawyers for Justice, PC in the amount of \$79,166.50 for attorneys' fees and ~~\$22,257.08~~ <sup>(vvw) 20,065.58</sup> for  
8 litigation costs and expenses; and payment to Justice Law Corporation in the amount of  
9 \$79,166.50 for attorneys' fees and ~~\$3,373.72~~ <sup>1,295.72 (vw)</sup> for litigation costs and expenses.

10           14. No other costs or fees relief shall be awarded, either against Defendant or any related  
11 persons or entities, as defined in the Settlement Agreement, or from the award to the  
12 Settlement Class.

13           15.       Neither the making of the Settlement Agreement nor the entry into the Settlement  
14 Agreement constitutes an admission by Defendant, nor is this Order a finding of the validity of  
15 any claims in the Complaint or of any other wrongdoing. Further, the Settlement Agreement is  
16 not a concession, and shall not be used as an admission of any wrongdoing, fault, or omission of  
17 any entity or persons; nor may any action taken to carry out the terms of the Settlement  
18 Agreement be construed as an admission or concession by or against Defendant or any related  
19 person or entity.

20           16.       After entry of this Final Approval Order and Judgment, pursuant to California  
21 Rules of Court, Rule 3.769(h), the Court reserves exclusive and continuing jurisdiction over the  
22 Lawsuit, the Class Representative, the Class Members, and Defendant for the purposes of  
23 supervising the implementation, enforcement, construction, administration and interpretation of  
24 the Settlement Agreement and this Judgment.

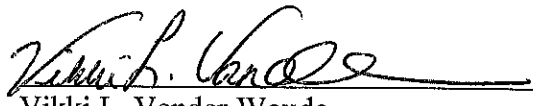
25           17.       Notice of entry of this Final Approval Order and Judgment shall be given to Class  
26 Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s  
27 website for no less than a period of sixty (60) calendar days after the date of entry of this Final  
28 Approval Order.

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18. The parties are to bear their own costs and attorneys' fees except as otherwise specifically provided in this Final Approval Order of the Settlement.

**IT IS SO ORDERED.**

Dated: 4/26, 2017

  
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Vikki L. Vander Woude  
Temporary Judge of the Superior Court of California