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FILED  
SUPERIOR COURT  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

NOV 08 2017

BY Olivia McDonald  
DEPUTY

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **FOR THE COUNTY OF SAN BERNARDINO**  
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10 PEDRO LOPEZ; individually, and on behalf of  
other members of the general public similarly  
11 situated and on behalf of other aggrieved  
employees pursuant to the California Private  
12 Attorneys General Act;

13 Plaintiff,

14 vs.

15 PROFESSIONAL PLASTICS, INC., a  
California corporation; and DOES 1 through  
16 100, inclusive,

17 Defendants.

Case No.: CIVDS1509951

Honorable Brian S. McCarville  
Department S30

**CLASS ACTION**

**~~PROPOSED~~ FINAL APPROVAL  
ORDER AND JUDGMENT**

Date: November 8, 2017  
Time: 8:30 a.m.  
Department: S30

Complaint Filed: July 15, 2015  
Jury Trial: None Set

1 This matter has come before the Honorable Brian S. McCarville in Department S30 of  
2 the above-entitled Court, located at the San Bernardino Justice Center, 247 West Third Street,  
3 San Bernardino, California 92415, on Plaintiff Pedro Lopez's ("Plaintiff") Motion for Final  
4 Approval of Class Action Settlement, Attorneys' Fees, Costs, and Class Representative  
5 Enhancement Payment ("Motion for Final Approval").

6 On May 30, 2017, the Court granted Plaintiff's Motion for Preliminary Approval of Class  
7 Action Settlement, entering an Order Granting Motion for Preliminary Approval of Class Action  
8 Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement of  
9 the above-captioned action ("Action") in accordance with the Joint Stipulation of Class Action  
10 Settlement and Release ("Settlement," "Agreement" or "Settlement Agreement"), which,  
11 together with the exhibits annexed thereto, sets forth the terms and conditions for settlement and  
12 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 current or former hourly-paid or non-exempt employees who worked for  
25 Defendant Professional Plastics, Inc. ("Defendant") within the State of California  
26 at any time during the period between July 15, 2011 and May 30, 2017.

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

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

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

3 7. The Court determines that the one (1) Class Member who submitted a Request for  
4 Exclusion, having timely submitted a valid Request for Exclusion to the Claims Administrator,  
5 shall not be bound by the Agreement and this Final Approval Order and Judgment.

6 8. It is hereby ordered that the Claims Administrator, Simpluris, Inc., shall issue  
7 payment to itself in the amount of \$9,200 for the services performed and costs incurred for the  
8 notice and administration of the Settlement.

9 9. It is hereby ordered that the Claims Administrator shall issue the Individual  
10 Settlement Payment checks to all Class Members who have not opted out and who have  
11 submitted timely and valid Claim Forms ("Claimants") according to the methodology and terms  
12 set forth in the Settlement Agreement.

13 10. It is further ordered, pursuant to California Code of Civil Procedure section 384,  
14 that all Individual Settlement Payment checks issued to Claimants shall remain negotiable for  
15 one hundred twenty (120) calendar days after they are issued, and if returned as undeliverable or  
16 un-cashed, the funds associated with such checks, plus any accrued interest that has not been  
17 distributed, shall be transmitted by the Claims Administrator to the California State Controller's  
18 Office (SCO), Unclaimed Property Division under the procedures provided for by the California  
19 Code of Civil Procedure section 1300, *et seq.* The Court specifically finds that the disposition of  
20 the funds from Individual Settlement Payment checks, as set forth herein, is an alternative  
21 distribution within the meaning of California Code of Civil Procedure section 384(b)(1), that  
22 better serves the interest of the Class because it affords Claimants who fail to negotiate their  
23 Individual Settlement Payment checks an additional opportunity to obtain monetary benefits  
24 from the Settlement.

25 11. The Court finds that the Class Representative Enhancement Payment sought is  
26 fair and reasonable for the work performed by Plaintiff Pedro Lopez on behalf of the Class. It is  
27 hereby ordered that that the Claims Administrator issue payment to Plaintiff Pedro Lopez in the  
28 amount of \$5,000, for his Class Representative Enhancement Payment.

1           12.     The Court finds that the \$7,500 allocated toward penalties under the California  
2 Labor Code’s Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and  
3 appropriate, and hereby approved. The Claims Administrator shall issue payment in the amount  
4 of \$5,625 (or 75% of \$7,500) to the California Labor and Workforce Development Agency  
5 (“LWDA”), and the remaining penalties allocation in the amount of \$1,875 shall be a part of the  
6 Net Settlement Amount for distribution to the Claimants, according to the terms of the  
7 Settlement Agreement.

8           13.     The Court finds that the request for an award of attorneys’ fees in the amount of  
9 \$221,350.52 and litigation costs and expenses in the amount of \$12,561.47, falls within the range  
10 of reasonableness, and the results achieved justify the award sought. The requested attorneys’  
11 fees and litigation costs and expenses are fair, reasonable, and appropriate, and are hereby  
12 approved. It is hereby ordered that the Claims Administrator issue payment in the amount of  
13 \$221,350.52 for attorneys’ fees, and in the amount of \$12,561.47 for reimbursement of litigation  
14 costs and expenses, to Lawyers *for* Justice, PC.

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

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

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16. 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.

Dated: 11-8-17

JUDGE BRIAN S. MCCARVILLE

HONORABLE BRIAN S. MCCARVILLE  
JUDGE OF THE SUPERIOR COURT