

SEP 20 2016

Sherri R. Carter, Executive Officer/Clerk  
By Kelly Jameson, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST

RECEIVED  
Central Civil West  
AUG 25 2016  
By: I. Arellanes

REFUGIO MENDEZ, on behalf of himself  
and all others similarly situated,  
  
Plaintiffs,  
  
v.  
  
R.A. PHILLIPS INDUSTRIES, INC., a  
California corporation; and DOES 1 through  
100, Inclusive  
  
Defendants.

CASE NO.: BC 559 129  
  
[Assigned for all purposes to the Hon.  
Elihu M. Berle - Dept. "323"]  
  
[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT,  
APPLICATION FOR ATTORNEYS'  
FEES AND COSTS, AND  
ENHANCEMENT AWARD; AND  
  
[PROPOSED] JUDGMENT THEREON  
  
DATE: September 20, 2016  
TIME: 10:00 a.m.  
DEPT.: 323

This matter having come before the Court on September 20, 2016 for final fairness hearing pursuant to the Order of this Court dated June 9, 2016 granting preliminary approval ("Preliminary Approval Order") of the class settlement upon the terms set forth in the Joint Stipulation for Class Action Settlement ("Settlement Agreement") submitted in support of Motion for Preliminary Approval of Class Settlement; and due and adequate notice having been given to the Class Members as required in Preliminary Approval Order and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefor, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

1           1.       The Motion for Final Approval of Class Action Settlement, Enhancement Award  
2 and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

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4           2.       All terms used herein shall have the same meaning as defined in the Settlement  
5 Agreement.

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7           3.       This Court has jurisdiction over the subject matter of this litigation and over all  
8 Parties to this litigation, including all Class Members.

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10          4.       Distribution of the Notice of Settlement directed to the Class Members as set forth  
11 in the Settlement Agreement and the other matters set forth herein have been completed in  
12 conformity with the Preliminary Approval Order, including individual notice to all Class Members  
13 who could be identified through reasonable effort, and was the best notice practicable under the  
14 circumstances. This Notice provided due and adequate notice of the proceedings and of the  
15 matters set forth therein, including the proposed class settlement set forth in the Settlement  
16 Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the requirement of  
17 due process.

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19          5.       No Class Member opted-out. No Class Member objected to the settlement.

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21          6.       The Settlement was entered into in good faith pursuant to and within the meaning  
22 of California Code of Civil Procedure §877.6. The Court further finds that the settlement is fair,  
23 reasonable and adequate and that plaintiff has satisfied the standards and applicable requirements  
24 for final approval of class action settlement under California law, including the provisions of  
25 California Code of Civil Procedure §382 and Federal Rules of Civil Procedure 23, approved for  
26 use by the California state courts in Vasquez v. Superior Court (1971) 4 Cal.3d 800, 821.

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1           7.       This Court hereby approves the class settlement set forth in the Settlement  
2 Agreement and finds that the settlement is, in all respects, fair, adequate and reasonable and directs  
3 the Parties to effectuate the settlement according to its terms. The Court finds that the settlement  
4 has been reached as a result of intensive, serious and non-collusive arms length negotiations. The  
5 Court further finds that the Parties have conducted extensive and costly investigation and research  
6 and counsel for the Parties are able to reasonably evaluate their respective positions. The Court  
7 also finds that settlement at this time will avoid additional substantial costs, as well as avoid the  
8 delay and risks that would be presented by the further prosecution of the Action. The Court has  
9 noted the significant benefits to the Class Members under the settlement. The Court also finds that  
10 the Class is properly certified as a class for settlement purposes only.

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12           8.       For purposes of this Judgment, the following class will be certified as: All former  
13 and current non-exempt employees who have been employed by R.A. Phillips Industries, Inc.  
14 (“Defendant”) at any time from September 29, 2010 to September 28, 2015 who have not settled  
15 with Defendant and who do not opt out of the settlement.

16  
17           9.       Class Members, except those that have submitted a valid and timely request to be  
18 excluded from the Settlement, on their behalf hereby release all of the Defendant’s former and  
19 present parents, subsidiaries and affiliated companies and entities and its current, former and  
20 future owners, officers, directors, members, managers, employees, consultants, partners, affiliates,  
21 subsidiaries, shareholders, attorneys, insurers, joint venturers and agents, any successors, assigns,  
22 or legal representatives and any individual or entity who or which could be jointly liable with  
23 Defendant and all persons or entities acting by, through under or in concert with any of them  
24 (“Released Parties”) of and from California wage and hour claims, rights demands, liabilities,  
25 penalties, fines, debts and causes of action, whether known or unknown, arising from or related to  
26 the claims pled in Plaintiff’s operative complaint (“Complaint”) or that could have been pled in the  
27 Complaint based on the factual allegations pled in the Complaint, including claims for allegedly  
28 unpaid minimum wages and overtime as a result of rounding, failure to provide meal periods,

1 failure to authorize and permit rest periods, unpaid premium wages for meal or rest period  
2 violations, inaccurate wage statements, failure to provide uniform maintenance fees and failure to  
3 pay all wages owed upon termination under the California Labor Code, violations of Wage Orders  
4 1-2001 and/or 4-2011, or any other applicable wage order(s), unfair competition claims under  
5 California Business & Professions Code §§1700 and 17200, et seq., and any damages, penalties  
6 (including under PAGA), restitution, disgorgement, interest or attorneys' fees. This release will  
7 cover all Class Members who do not opt out, regardless of whether they are available for delivery  
8 or have delivered to them, their payment under the Settlement Agreement ("Released Claims").  
9

10           10.     Neither the Settlement nor any of the terms set forth in the Settlement Agreement is  
11 an admission by Defendant, nor is this Judgment a finding of the validity of any claims in the  
12 action or of any wrongdoing by Defendant. Neither this Judgment, the Settlement Agreement, nor  
13 any document referenced to herein, nor any action taken to carry out the Settlement Agreement,  
14 may be construed as, or may be used as admission by or against Defendant of any fault,  
15 wrongdoing or liability whatsoever. The entering into or carrying out the Settlement Agreement,  
16 and any negotiations or proceedings related thereto, shall not in any event be construed as, or  
17 deemed to be evidence of, an admission or concession with regard to the denials or defenses by  
18 Defendant and shall not be offered into evidence in any action or proceeding in any court,  
19 administrative agency or other tribunal for any purpose whatsoever other than to enforce the  
20 provisions of this Judgment, the Settlement Agreement, or any related agreement or release.  
21 Notwithstanding these restrictions, Defendant may file in the action or in any other proceeding the  
22 Judgment, Settlement Agreement, or any other paper and records on file in the action as evidence  
23 of the Settlement to support a defense of res judicata, collateral estoppel, release or other theory of  
24 claim or issue preclusion or similar defense as to the Released Claims.  
25

26           11.     The Settlement Agreement provides for the "Gross Settlement Amount" or  
27 "Settlement Amount" in the sum of \$309,150.00 (three hundred nine thousand one hundred fifty  
28 dollars). From the Settlement Amount all Individual Settlement Payments to Class Members,

1 Court approved attorneys' fees and costs, the claims administrative costs up to \$3,000, the class  
2 representative enhancement fees, and payment to the LWDA for PAGA penalties in the amount of  
3 \$3,750 shall be deducted. Defendant's employer share of taxes will be paid by Defendant in  
4 addition to the Settlement Amount. The payment of the settlement funds by Defendant and  
5 payment of individual settlement checks to Class Members will be made as set forth in the  
6 Settlement Agreement.

7 *\$3,750 REPRESENTS 75% OF THE PAGA PENALTY  
OF \$5,000 AGREED TO BY THE PARTIES. THE BALANCE OF 25% OR  
\$1,250 SHALL BE PAID TO PARTICIPATING CLASS MEMBERS.*

8 12. The Court hereby awards Class Counsel attorneys' fees in the total amount of  
9 \$80,000.00, which is approximately 26% of the Settlement Amount and to be deducted therefrom.  
10 In addition, the Court awards Class Counsel reimbursement of their costs, in the amount of  
11 \$10,000.00 to be deducted from the Settlement Amount. Attorneys' fees and costs will be paid by  
12 the Claims Administrator from the Settlement Amount as set forth in the Settlement Agreement.

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14 13. The Court hereby approves an Enhancement Fee to named plaintiff Refugio  
15 Mendez in the amount of \$3,000.00. Payment for the enhancement fee will be paid by the Claims  
16 Administrator from the Settlement Amount as set forth in the Settlement Agreement.

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18 14. The Court hereby approves the Claims Administrator's fees and cost in the amount  
19 of \$5,411.00. The Claims Administrator, Simpluris, Inc., shall be paid <sup>\$3,000.00 OF</sup> the cost of administration  
20 of the settlement from the Settlement Amount.

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22 15. Except as expressly provided herein, the parties each shall bear all of their own fees  
23 and costs in connection with this matter.

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25 16. The Court approves the named plaintiff, Refugio Mendez as Class Representatives.

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27 17. The Court approves Michael Nourmand, Esq. and James A. De Sario, Esq. of The  
28 Nourmand Law Firm, APC as Class Counsel.

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18. The Court approves Simpluris, Inc. as the Claims Administrator.

19. The Court finds that class settlement on the terms set forth in the Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of the released claims against Defendant.

20. Pursuant to CRC 3.771(b), the Claims Administrator is ordered to post on the Claims Administrator's website a copy of this Judgment for a period of thirty days from the date the Court signs the Judgment.

21. The Court finds the class settlement on the terms set forth in the Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of the released claims against Defendant. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the settlement and all orders and judgments entered in connection therewith.

**IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

22. DSC RE COMPLIANCE WITH SETTLEMENT IS SET FOR 5/11/17  
@ 8:30 A.M. REPORT OF COMPLIANCE DUE 5/4/17.

DATED: 9/20, 2016

**ELIHU M. BERLE**

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HONORABLE ELIHU M. BERLE  
JUDGE FOR THE LOS ANGELES COUNTY  
SUPERIOR COURT