

1 DOUGLAS HAN (State Bar No. 232858)
2 SHUNT TATAVOS-GHARAJEH (State Bar No. 272164)
3 DANIEL J. PARK (State Bar No. 274973)
4 **JUSTICE LAW CORPORATION**
5 411 North Central Avenue, Suite 500
6 Glendale, California 91203
7 Telephone: (818) 230-7502
8 Facsimile: (818) 230-7259

9 EDWIN AIWAZIAN (State Bar No. 232943)
10 ARBY AIWAZIAN (State Bar No. 269827)
11 JOANNA GHOSH (State Bar No. 272479)
12 **LAWYERS for JUSTICE, PC**
13 410 West Arden Avenue, Suite 203
14 Glendale, California 91203
15 Telephone: (818) 265-1020
16 Facsimile: (818) 265-1021

17 *Attorneys for Plaintiff and the Class*

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF LOS ANGELES—CENTRAL CIVIL WEST**

20 FABIAN MAYORGA individually, and on
21 behalf of other members of the general public
22 similarly situated and on behalf of aggrieved
23 employees pursuant to the Private Attorneys
24 General Act (“PAGA”);

25 Plaintiff,

26 vs.

27 STURGEON SERVICES INTERNATIONAL,
28 INC., a California Corporation formerly
known as STURGEON & SONS, INC. and
Does 3 through 100, inclusive,

Defendants.

Case No. BC509717

Assigned for All Purposes to:
Honorable Ann I. Jones
Department 308

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER**

Date: July 18, 2017
Time: 10:00 a.m.
Department: 308

Complaint Filed: May 22, 2013
FAC Filed: July 24, 2013
Jury Trial: None Set

FILED
Superior Court of California
County of Los Angeles

AUG 17 2017

Sherri R. Carter, Executive Officer/Clerk

By V. Jaime, Deputy

1 This matter came before the Honorable Ann I. Jones in Department 308 of the above-
2 entitled Court located at 600 S. Commonwealth Avenue, Los Angeles, California 90012, on
3 Plaintiff Fabian Mayorga's ("Plaintiff") Motion for Final Approval of Class Action Settlement,
4 Attorneys' Fees, Litigation Expenses, and Class Representative Service Payment ("Motion for
5 Final Approval"). Lawyers for Justice, PC and Justice Law Corporation appeared on behalf of
6 Plaintiff and the Class. Belden Blaine Raytis, LLP appeared on behalf of Defendants Sturgeon
7 Services, International, Inc., Sturgeon & Son Grading & Paving, Inc. and Engineered Well
8 Service International, Inc. ("Defendants").

9 I. FINDINGS

10 Based on the oral and written argument and evidence presented in connection with the
11 Motion for Final Approval, the Court makes the following findings:

12 1. All terms used herein shall have the same meaning as defined in the parties'
13 Amended Stipulation and Agreement of Compromise and Settlement ("Settlement," "Agreement,"
14 or "Settlement Agreement").

15 2. The Court finds that the applicable requirements of California Code of Civil
16 Procedure section 382 and Rule 3.769 of the California Rule of Court have been satisfied with
17 respect to the Class and the Settlement.

18 3. This Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all parties to the above-entitled action (the "Action"), including the Class.

20 4. The Court hereby finds the Settlement is fair, reasonable and adequate, and in the
21 best interests of the Class as a whole.

22 5. The Court further finds that the Settlement was reached following meaningful
23 discovery and investigation conducted by Class Counsel; that the Settlement is the result of
24 serious, informed, adversarial, and arm's-length negotiations between the parties; and that the
25 terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court
26 has considered all of the evidence presented, including evidence regarding the strength of the
27 Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely duration of
28 further litigation; the amount offered in Settlement; the extent of investigation and discovery

1 completed; the experience and views of Class Counsel; and the absence of objection to the
2 Settlement by Class Members, as well as the absence of request for exclusion.

3 6. The direct mail notice ("Class Notice") given to the Class Members fully and
4 accurately informed the Class Members of all material elements of the Settlement and of their
5 opportunity to object to, comment thereon, or to seek exclusion from, the Settlement; was the best
6 notice practicable under the circumstances; was valid, due and sufficient notice to all Class
7 Members; and complied fully with the laws of the State of California, the United States
8 Constitution, due process and other applicable law. The Class Notice fairly and adequately
9 described the Settlement and provided the Class Members adequate instructions and a variety of
10 means to obtain additional information.

11 7. A full opportunity has been afforded to the Class Members to participate in this
12 hearing, and all Class Members and other persons wishing to be heard have been heard. The
13 Class Members also have had a full and fair opportunity to exclude themselves from the
14 Settlement and the Class.

15 8. The Court finds that being a claims-made settlement, the benefit to the class is,
16 very roughly, \$1,500,000. A reasonable fee based on a percentage of that amount would range
17 from \$500,000 to \$525,000. Therefore, the Court awards fees in the amount of \$525,000
18 (\$262,500 to Justice Law Corporation and \$262,500 to Lawyers *for* Justice, P.C.).

19 9. The Court finds that Class Counsel's litigation costs and expenses in prosecuting
20 this Action in the amount of \$30,000 (\$23,271.99 to Lawyers *for* Justice, PC and \$6,728.01 to
21 Justice Law Corporation) were reasonably incurred. Class Counsel's request for reimbursement
22 of litigation costs and expenses is hereby approved.

23 10. The Court finds that the Class Representative service payment in the amount of
24 \$5,000.00 to Class Representative Fabian Mayorga is fair and reasonable in light of the risks and
25 burdens undertaken by Plaintiff in this Action and for his time and effort in bringing and
26 prosecuting this matter on behalf of the Class.

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1 11. The Court finds that the amount of \$10,000.00 allocated toward penalties under
2 California Labor Code Private Attorneys General Act of 2004, as amended, California Labor
3 Code sections 2698, *et seq.*, is fair and reasonable, and is hereby approved.

4 12. Payment to the Settlement Administrator, Simpluris, Inc., in the amount of
5 \$31,189 for the services performed and costs incurred in administration of the Settlement is
6 reasonable in light of the work performed by the Settlement Administrator.

7 **II. ORDERS**

8 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED,
9 ADJUDGED AND DECREED:

10 1. The Court hereby directs that the Settlement be affected in accordance with the
11 Settlement Agreement and the following terms and conditions.

12 2. The Court hereby makes final its earlier certification of the Class for settlement
13 purposes, as set forth in the Order Granting Preliminary Approval of Class Action Settlement.

14 The Class is hereby defined to include:

15 All persons employed by Defendants Sturgeon Services International,
16 Inc., Sturgeon & Son Grading & Paving, Inc., or Engineered Well
17 Service International, Inc. ("Defendants") in California in a non-
exempt hourly field position, during the period from May 22, 2009
through December 1, 2015 ("Class Period").

18 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in
19 the best interest of the Class.

20 4. The Settlement Administrator shall issue payment of the Class Representative
21 service payment in the amount of \$5,000.00 to Plaintiff Fabian Mayorga.

22 5. The Settlement Administrator shall issue payment to itself in the amount of
23 \$31,189 for the services performed and costs incurred in administration of the Settlement.

24 6. The Settlement Administrator shall issue Settlement Sums to all Class Members
25 who submitted timely and valid Claim Forms ("Participating Class Members"), according to the
26 methodology and terms set forth in the Settlement Agreement.

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1 7. The Settlement Administrator shall issue payment in the amount of \$7,500.00 to
2 the California Labor and Workforce Development Agency ("LWDA"), and the remaining
3 penalties in the amount of \$2,500.00 shall be allocated to the Net Settlement Amount for
4 distribution on a *pro rata* basis to the Participating Class Members who submitted timely and
5 valid Claim Forms, according to the terms of the Settlement Agreement.

6 8. The Settlement Administrator shall pay Class Counsel's attorneys' fees in the
7 amount of \$525,000, in accordance with the Settlement Agreement, as follows: payment to
8 Lawyers for Justice, PC in the amount of \$262,500 and payment to Justice Law Corporation in the
9 amount of \$262,500.

10 9. The Settlement Administrator shall pay Class Counsel's attorneys' costs in the
11 amount of \$30,000, in accordance with the Settlement Agreement, as follows: payment to
12 Lawyers for Justice, PC in the amount of \$23,271.99 and payment to Justice Law Corporation in
13 the amount of \$6,728.01.

14 10. Plaintiff and all Class Members who have not opted out of the Settlement are
15 bound by the Settlement Agreement, release of Released Claims, this Final Approval Order, and
16 the Judgment. All Class Members who have not timely opted out of the Settlement shall be
17 permanently enjoined and forever barred from asserting any of the Released Claims against the
18 Released Parties, according to the terms of the Settlement.

19 11. A Judgment shall be entered in this action. The Judgment shall bind each Class
20 Member who has not opted out of the Settlement, and conditioned upon Sturgeon's obligation to
21 make timely payment under Paragraph 7.5 of the Settlement, shall operate as a full release and
22 discharge of the Released Claims against the Released Parties as set forth in the Agreement. All
23 rights to appeal the Judgment have been waived. The Judgment and this Final Approval Order
24 shall have *res judicata* effect and bar all Class Members who have not opted out of the Settlement,
25 from bringing or maintaining any action asserting Released Claims under the Agreement.

26 13. Neither the making of the Settlement Agreement nor the entry into the Settlement
27 Agreement constitutes an admission by Defendants, nor are this Final Approval order and the
28 Judgement a finding of the validity of any claims in the Complaint or of any other wrongdoing.

1 Further, the Settlement Agreement is not a concession, and shall not be used as an admission of
2 any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out
3 the terms of the Settlement Agreement be construed as an admission or concession by or against
4 Defendants or any related person or entity.

5 14. After entry of this Final Approval Order and entry of the Judgment, pursuant to
6 California Rules of Court, Rule 3.769(h), the Court reserves exclusive and continuing jurisdiction
7 over the Action, the Class Representative, the Class Members, and Defendants for the purposes of
8 supervising the implementation, enforcement, construction, administration and interpretation of
9 the Settlement Agreement and this Judgment.

10 15. Notice of entry of this Final Approval Order shall be given to Class Members by
11 posting a copy of the Final Approval Order on Simpluris, Inc.'s website for no less than a period
12 of sixty (60) calendar days after the date of entry of this Final Approval Order. The time for any
13 appeal shall run from the Court's entry of this Final Approval Order.

14 **IT IS SO ORDERED.**

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16 Dated: _____, 2017

17 Honorable Ann I. Jones
18 Judge of the Superior Court of California
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