

1 ROSA VIGIL-GALLENBERG, ESQ. (SBN 251872)  
2 GALLENBERG PC  
3 800 S. Victory Blvd., Suite 203  
4 Burbank, CA 91502  
5 Tel: (818) 237-5267  
6 Fax: (818) 330-5266  
7 E-mail: Rosa@GallenbergLaw.com

8 *Attorney for Plaintiff Jesus Garcia-Muniz and all*  
9 *similarly-situated and/or aggrieved current or former*  
10 *employees.*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR**  
12 **THE COUNTY OF LOS ANGELES**  
13 **CENTRAL DISTRICT**

14 JESUS GARCIA-MUNIZ, individually, and  
15 on behalf of all others similarly situated and  
16 aggrieved employees,

17 Plaintiff,

18 v.

19 UTILIQUEST, LLC, a limited liability  
20 company, and DOES 1-100, inclusive,

21 Defendants.

**CASE NO. BC685160**

**UNLIMITED JURISDICTION**

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Judge: Hon. Amy D. Hogue

Dept.: Spring Street Courthouse, Dept. 7

1 BEFORE THE COURT is an unopposed Motion for Final Approval of Class Action  
2 Settlement and Motion for Approval of Attorneys' Fees and Costs filed by Plaintiff Jesus Garcia  
3 Muniz. The Parties have entered into an Amended Joint Stipulation of Class Action and PAGA  
4 Settlement ("Settlement" or "SA"), a copy of which was submitted with the Motion For Final  
5 Approval of Class Action Settlement. A Final Fairness Hearing was held on November 29, 2021.

6 The Court, having reviewed and considered the motions, its accompanying  
7 memorandum, the SA, the evidence, and the declarations in support thereof, as well as the  
8 arguments of counsel at the Final Fairness Hearing, finds that the motions should be granted.

9 It is therefore ORDERED that Plaintiff's Motion for Final Approval of Class Action  
10 Settlement and Motion for Attorneys' Fees and Costs are GRANTED. Accordingly, it is further  
11 ORDERED as follows, and the Court makes the findings set forth below:

12 1. This Order incorporates the SA. Unless otherwise provided in this Order, all  
13 capitalized terms shall have the same meaning as defined in the SA. The Court has jurisdiction  
14 over the subject matter of this proceeding and over all Parties to this proceeding. In addition, the  
15 Court has personal jurisdiction over all parties with respect to the Action and the Settlement. The  
16 Court hereby finds the Settlement involves the resolution of a bona fide dispute and was entered  
17 into in good faith and at arms-length.

18 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and  
19 in compliance with California Code of Civil Procedure, the California, and United States  
20 Constitutions (including the due process clauses), the California Rules of Court and any other  
21 applicable law, and in the best interest of each of the Parties and the Class Members and is  
22 hereby finally approved in all respects.

23 3. The Parties are hereby directed to perform the terms of the Settlement as  
24 described in the SA according to its terms and provisions.

25 4. The SA is binding on Plaintiff and all other Settlement Class Members, except  
26 those who timely and properly filed Requests for Exclusion, as well as their heirs, executors, and  
27 administrators, successors, and assigns.

1           5.       There is one (1) late request for exclusion.

2           6.       There were no objections.

3           7.       It is ordered that the Settlement Class is certified for settlement purposes only.

4   The Court finds that an ascertainable Class exists and a well-defined community of interest exists  
5   in the questions of law and fact involved because, in the context of the Settlement: (i) there are  
6   questions of law and fact common to the Class Members which, as to the Settlement and all  
7   related matters, predominate over any individual questions; (ii) the Claims of Plaintiff are typical  
8   of the Claims of the Class Members; and (iii) in negotiating, entering into, and implementing the  
9   Settlement, Plaintiff and Plaintiff's Attorney have fairly and adequately represented and  
10   protected the interests of the Class Members.

11          8.       The Court finds that the Notice and notice methodology implemented pursuant to  
12   this Settlement (i) constituted the best practicable notice; (ii) constituted notice that was  
13   reasonably calculated, under the circumstances, to apprise Settlement Class Members of the  
14   pendency of the Action, their right to object to or exclude themselves from the proposed  
15   Settlement, and their right to appear at the Final Fairness Hearing; (iii) were reasonable and  
16   constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv)  
17   met all applicable requirements of the California Code of Civil Procedure, the California and  
18   United States Constitutions (including the Due Process Clause), the California Rules of Court,  
19   and any other applicable law.

20          9.       The Settlement Class is hereby made final. The Settlement Class is defined as:  
21   “all hourly, non-exempt Locators employed by Defendant in California and who used a  
22   [Company-Owned Vehicle] to commute to/from their work site, at any time during the Class  
23   Period.”

24          10.      The “Class Period” is: “the period from December 1, 2013, until July 9, 2021 (the  
25   date of preliminary approval of the Settlement by the Court).”

26          11.      The “PAGA Period” is: “the period from December 1, 2016, until July 9, 2021  
27   (the date of preliminary approval of the Settlement by the Court).”  
28

1           12.     The Settlement Agreement is not an admission by Defendant, nor is this Final  
2 Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither  
3 this Final Order, the Settlement, nor any document referred to herein, nor any action taken to  
4 carry out the Settlement, shall be construed or deemed an admission of liability, culpability,  
5 negligence, or wrongdoing on the part of Defendant.

6           13.     Pursuant to the SA, upon entry of this Final Order, each Settlement Class Member  
7 shall fully release and discharge the Released Parties from the Released Claims set forth in the  
8 SA.

9           14.     Plaintiff and all Settlement Class Members who have not been timely and properly  
10 excluded from the Settlement Class, and any person acting on their behalf, are permanently  
11 barred and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as  
12 class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in  
13 any state or federal court, arbitration, or administrative, regulatory or other proceeding or order in  
14 any jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Class  
15 Members into a separate class for purposes of pursuing as a purported class action (including by  
16 seeking to amend a pending complaint to include class allegations , or by seeking class  
17 certification in a pending action) any lawsuit based on or relating to the Released Claims.

18           15.     The SA provides that the Gross Settlement Amount is the sum of Two Million  
19 One Hundred Seventy-Four Thousand Dollars (\$2,174,000). The Gross Settlement Amount is  
20 non-reversionary; no portion of the Gross Settlement Amount will return to Defendant. The Net  
21 Settlement Amount shall be determined according to the terms of the SA.

22           16.     The Court orders the calculations and the payments to be made and administered  
23 in accordance with the terms of the SA.

24           17.     The Court hereby finds that Plaintiff and Class Counsel adequately represented the  
25 Settlement Class for purposes of entering into and implementing the Settlement. The Court  
26 hereby confirms Rosa Vigil-Gallenberg of Gallenberg PC as Class Counsel in the Action. The  
27 Court finds that Class Counsel is experienced class action litigators and have expressed the view  
28

1 that the Settlement is fair, reasonable, and adequate, which further supports approval of the  
2 Settlement.

3 18. The Court hereby finds the unopposed application of Class Counsel for a costs and  
4 attorney's fees award provided for under the proposed Settlement to be fair, reasonable, and  
5 adequate, in light of all the circumstances and is hereby granted. Of the Gross Settlement  
6 Amount, \$760,900.00 shall be paid for attorney's fees and \$25,000.00 shall be paid for litigation  
7 costs. The Court approves Plaintiff's Counsel's hourly rates as reasonable, and within the range  
8 of market rates that attorneys with similar levels of skill, experience, and reputation in the Los  
9 Angeles area charge for handling matters of similar complexity, and finds that the fees' request is  
10 justified under the lodestar/multiplier analysis.

11 19. The unopposed application of Class Counsel for a Class Representative  
12 Enhancement Payment is hereby granted. Of the Gross Settlement Amount, a \$15,000.00  
13 Enhancement shall be allocated to the named Plaintiff, Jesus Garcia Muniz, who commenced this  
14 case, was actively involved in the litigation including the discovery phase, and participated in the  
15 mediations.

16 20. The unopposed application of Class Counsel for Settlement Administration Costs  
17 to Simpluris, Inc., is hereby granted. Of the Gross Settlement Amount, \$17,840.00 shall be paid  
18 for Settlement Administration Costs.

19 21. The Court approves the PAGA civil penalty in the amount of \$105,000.00. The  
20 Court approves 75% of the civil penalty being allocated to the LWDA, in the amount of  
21 \$78,750.00. The Court further directs that the remaining 25% of the civil penalty, in the amount of  
22 \$26,250.00, shall be allocated to the PAGA Members.

23 22. If a Settlement Class Member does not cash his or her Settlement check within  
24 180 days, the uncashed funds shall be transmitted by the Settlement Administrator to the  
25 Controller of the State of California pursuant to the Unclaimed Property Law, California Civil  
26 Code § 1500, et seq., to be held in trust for those Participating Class Members and PAGA  
27 Members who did not timely cash their Settlement checks.

1           23. Defendant shall have no further liability for costs, expenses, interest, attorneys’  
2 fees, or for any other charge, expense, or liability, except as provided for in the SA.

3           24. Pursuant to California Rules of Court, Rule 3.769(h), and C.C.P. § 664.4, the  
4 Court retains exclusive and continuing jurisdiction over the litigation to enforcing the terms of  
5 the judgment, and supervising, implementing, interpreting, and enforcing this

6           25. Per California Rules of Court, Rule 3.771(b), Simpluris, Inc., is directed to  
7 provide notice to the Settlement Class, on its website dedicated to the Settlement.

8           26. The Court orders a non-appearance case review regarding the final report on  
9 distribution of settlement funds for \_\_\_\_\_. The final report to be filed by  
10 \_\_\_\_\_.

11           **IT IS SO ORDERED.**

12  
13 Dated: \_\_\_\_\_

\_\_\_\_\_  
HON. AMY D. HOGUE  
SUPERIOR COURT JUDGE