

1 Edwin Aiwazian (SBN 232943)  
Arby Aiwazian (SBN 269827)  
2 Joanna Ghosh (SBN 272479)  
LAWYERS for JUSTICE, PC  
3 410 West Arden Avenue, Suite 203  
Glendale, California 91203  
4 Tel: (818) 265-1020 / Fax: (818) 265-1021

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

MAY 23 2018

L. Hall

5 Attorneys for Plaintiff and the Class

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA

8 FOR THE COUNTY OF RIVERSIDE

9 DARREN THOMAS; individually, and on  
10 behalf of other members of the general public  
similarly situated,

11 Plaintiff,

12 vs.

13 GOODMAN MANUFACTURING  
14 COMPANY L.P., an unknown business entity;  
GOODMAN DISTRIBUTION, INC., an  
15 unknown business entity; and DOES 2 through  
100, inclusive,

16 Defendants.

Case No.: RIC1513262

Honorable Sharon J. Waters  
Department 10

CLASS ACTION

~~PROPOSED~~ FINAL APPROVAL  
ORDER AND JUDGMENT

Date: May 23, 2018  
Time: 8:30 a.m.  
Department: 10

Complaint Filed: November 5, 2015  
FAC Filed: February 24, 2016  
SAC Filed: August 11, 2017  
Jury Trial Date: None Set

AMC

MAY 10 2018

FILED BY FAX

1 This matter has come before the Honorable Sharon J. Waters in Department 10 of the  
2 above-entitled Court, located at 4050 Main Street, Riverside, California 92501, on Plaintiff  
3 Darren Thomas' ("Plaintiff") Motion for Final Approval of Class Action Settlement, Attorneys'  
4 Fees, Costs, and Service Enhancement Payment ("Motion for Final Approval"). Lawyers for  
5 Justice, PC appeared on behalf of Plaintiff and Seyfarth Shaw LLP appeared on behalf of  
6 Defendants Goodman Manufacturing Company L.P. and Goodman Distribution, Inc.  
7 ("Defendants").

8 On December 7, 2017, the Court entered an Order Granting Preliminary Approval of  
9 Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the  
10 settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation of  
11 Settlement and Release ("Stipulation of Settlement") and Amendment No. 1 to Joint Stipulation  
12 of Settlement and Release ("Amendment No. 1"), which, together with the exhibits annexed  
13 thereto, set forth the terms and conditions for settlement of the Action. On January 5, 2018, the  
14 parties executed the Stipulation Amending Settlement Agreement and Order Granting  
15 Preliminary Approval of Class Action Settlement ("Stipulation to Amend Settlement"), and on  
16 January 12, 2018, the Court entered an Order approving the Stipulation to Amend Settlement.  
17 Together, the Stipulation of Settlement, Amendment No. 1, and Stipulation to Amend Settlement  
18 are hereinafter referred to as "Settlement," "Agreement," or "Settlement Agreement."

19 Having reviewed the Settlement Agreement and duly considered the parties' papers and  
20 oral argument, and good cause appearing,

21 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

22 1. All terms used herein shall have the same meaning as defined in the Settlement  
23 Agreement and the Preliminary Approval Order.

24 2. This Court has jurisdiction over the claims of the Class Members asserted in this  
25 proceeding and over all parties to the Action.

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1           3.       The Court finds that the applicable requirements of California Code of Civil  
2 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with  
3 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional  
4 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.

5 The Class is hereby defined to include:

6           All persons who are or have been employed by Defendants in a non-exempt  
7 position in California at any time during the period of November 5, 2011  
8 through April 9, 2017.

9           4.       The Notice of Class and Collective Action ("Notice"), Request for Exclusion  
10 Form, and Objection Form (together, "Settlement Documents") that were provided to the Class  
11 Members, fully and accurately informed the Class Members of all material elements of the  
12 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek  
13 exclusion from, the Settlement; was the best notice practicable under the circumstances; was  
14 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the  
15 State of California, the United States Constitution, due process and other applicable law. The  
16 Settlement Documents fairly and adequately described the Settlement and provided the Class  
17 Members with adequate instructions and a variety of means to obtain additional information.

18           5.       Pursuant to California law, the Court hereby grants final approval of the  
19 Settlement and finds it reasonable and adequate, and in the best interests of the Class as a whole.  
20 More specifically, the Court finds that the Settlement was reached following meaningful  
21 discovery and thorough investigation conducted by Class Counsel; that the Settlement is the  
22 result of serious, informed, adversarial, and arms-length negotiations between the parties; and  
23 that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding,  
24 the Court has considered all of the evidence presented, including evidence regarding the strength  
25 of the Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely  
26 duration of further litigation; the amount offered in the Settlement; the extent of investigation  
27 and discovery completed; and the experience and views of Class Counsel. The Court has  
28 considered the absence of objections to the Settlement and that there was only one (1) valid and  
timely Request for Exclusion Form submitted by a Class Member to the Settlement

1 Administrator. Accordingly, the Court hereby directs that the Settlement be effected in  
2 accordance with the Settlement Agreement and the following terms and conditions.

3 6. A full opportunity has been afforded to the Class Members to participate in the  
4 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been  
5 heard. The Class Members also have had a full and fair opportunity to exclude themselves from  
6 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a  
7 timely and valid Request for Exclusion Form to the Settlement Administrator ("Qualified  
8 Claimants") are bound by this Final Approval Order and Judgment.

9 7. The Court finds that Class Member Evelyn Karotiek has timely and validly opted  
10 out of the Settlement and will not be bound by this Final Approval Order and Judgment.

11 8. It is hereby ordered that Defendants shall transmit the Gross Settlement Amount  
12 to the Settlement Administrator, in accordance with the Settlement Agreement.

13 9. It is hereby ordered that the Settlement Administrator, Atticus Administration,  
14 LLC ("Atticus"), shall issue payment to itself in the amount of \$7,199 for the services performed  
15 and costs incurred for the notice and settlement administration process, in accordance with the  
16 Settlement Agreement.

17 10. It is hereby ordered that the Settlement Administrator shall distribute settlement  
18 payments to all Qualified Claimants, according to the methodology and terms set forth in the  
19 Settlement Agreement.

20 11. It is further ordered, pursuant to California Code of Civil Procedure section 384,  
21 that the funds associated with any and all settlement checks issued to Qualified Claimants that  
22 are not negotiated within one hundred eighty (180) calendar days after they are mailed shall be  
23 transmitted to the Unclaimed Wages Fund of the California Department of Industrial Relations.

24 The Court finds that the manner of distribution of funds associated with uncashed settlement  
25 checks is an alternative distribution within the meaning of California Code of Civil Procedure  
26 section 384(b)(1), that better serves the interest of the Class because it allows those individuals  
27 who are issued settlement checks, but who fail to cash them, an additional opportunity to obtain  
28 monetary benefits from the Settlement.

1 12. The Court finds that <sup>DM</sup>the Service Enhancement Payment sought is fair and  
2 reasonable for the work performed by Plaintiff on behalf of the Class. It is hereby ordered that  
3 the Settlement Administrator issue payment to Plaintiff Darren Thomas in the amount of ~~\$9,000~~ <sup>\$2,500.00</sup>  
4 for his Service Enhancement Payment. <sub>DM</sub>

5 13. The Court finds that the request for an award of attorneys' fees in the amount of  
6 \$147,000 falls within the range of reasonableness, and the results achieved justify the award  
7 sought. The requested attorneys' fees are fair, reasonable, and appropriate, and are hereby  
8 approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of  
9 \$147,000 to Lawyers for Justice, PC for attorneys' fees, according to the methodology and terms  
10 set forth in the Settlement Agreement.

11 14. The Court finds that reimbursement of litigation costs and expenses in the amount  
12 of \$16,024.85 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the  
13 Settlement Administrator issue payment in the amount of \$16,024.85 to Lawyers for Justice, PC  
14 for reimbursement of litigation costs and expenses.

15 15. The Court hereby enters Judgment by which Qualified Claimants shall be  
16 conclusively determined to have released Defendants and all of their present and former officers,  
17 directors, employees, agents, and successors and assigns, from any and all claims, debts,  
18 liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees, damages,  
19 actions or causes of action of whatever kind or nature, whether known or unknown, contingent or  
20 accrued, that were alleged or could have been alleged in the Action, based upon the facts alleged  
21 in the Action, including any claims under federal and state law for unpaid wages, untimely  
22 wages, unpaid overtime, liquidated damages, conversion of wages, record-keeping violations,  
23 ~~meal period or rest period violations, business expenses and "waiting time" penalties.~~ This  
24 Release shall include all claims that were raised, or that reasonably could have been raised, under  
25 the applicable Wage Orders and Labor Code sections 201, 202, 203, 204, 206, 218, 218.5, 226,  
26 226(a), 226.3, 226.7, 510, 511, 512, 514, 551, 552, 558, 1174, 1182.12, 1194, 1194.2, 1197,  
27 1197.1, 1198, 2800, and 2802, as well as claims under Business and Professions Code section  
28 17200 *et seq.* This release shall apply to any released claims that arose during the period of

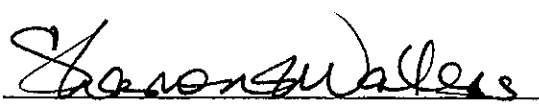
1 November 5, 2011 through April 9, 2017. All Qualified Claimants who cash their FLSA checks  
2 will be deemed to have opted in for purposes of releasing all claims, based upon the facts alleged  
3 in the Action, which arise under the Fair Labor Standards Act.

4 16. After entry of this Final Approval Order and Judgment, pursuant to California  
5 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,  
6 implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge  
7 to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in  
8 connection with the distribution of settlement benefits.

9 17. Notice of entry of this Final Approval Order and Judgment shall be given to the  
10 Class Members by posting a copy of the Final Approval Order and Judgment on Atticus  
11 Administration, LLC's website for a period of at least sixty (60) calendar days after the date of  
12 entry of this Final Approval Order and Judgment. No individualized notice shall be required.

13 18. A report concerning the funds distributed by the Settlement Administrator shall be  
14 filed by Class Counsel by March 5, 2019.

15  
16 Dated: May 23, 2018

  
HONORABLE SHARON J. WATERS  
JUDGE OF THE SUPERIOR COURT

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