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MAY 11 2021

Filed
BRANDON E. RILEY, CLERK

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By *Grant F. Puro*
DEPUTY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN JOAQUIN

10 ABIGAIL TELEAGA, individually, and on
11 behalf of other members of the general public
similarly situated and on behalf of other
12 aggrieved employees pursuant to the California
Private Attorneys General Act;

13 Plaintiff,

14 vs.

15 BEYER SERVICES, LLC, a California limited
16 liability company; and DOES 1 through 100,
17 inclusive,

18 Defendants.

Case No.: STK-CV-UOE-2018-6387

Honorable Erin Guy Castillo
Department 10B

CLASS ACTION

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

Date: May 11, 2021
Time: 9:00 a.m.
Department: 10B

Complaint Filed: May 31, 2018
FAC Filed: June 12, 2020
Trial Date: None Set

FILED BY FAX

1 This matter has come before the Honorable Erin Guy Castillo in Department 10B of the
2 above-entitled Court, located at 180 E. Weber Avenue, Stockton, California 95202, on Plaintiff
3 Abigail Teleaga's ("Plaintiff") Motion for Final Approval of Class Action Settlement, Attorneys'
4 Fees, Costs, and Class Representative Enhancement Payment ("Motion for Final Approval").
5 Lawyers for Justice, PC appeared on behalf of Plaintiff, and Sagaser, Watkins, & Wieland, PC
6 appeared on behalf of Defendant Beyer Services, LLC ("Defendant").

7 On September 28, 2020, the Court entered the Order Granting Preliminary Approval of
8 Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
9 settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class
10 Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement
11 Agreement"), which, together with the exhibits annexed thereto, set forth the terms and conditions
12 for settlement of the Action. On December 15, 2020, the Court entered an Order on the parties'
13 Joint Stipulation to Modify Settlement Administration Procedure ("December 15, 2020 Order")
14 and on February 24, 2021, the Court entered an Order on the parties' Joint Stipulation to Further
15 Modify Settlement Administration Procedure ("February 24, 2021 Order") which modified the
16 administration procedure of the Settlement.

17 Having reviewed the Settlement Agreement and modified administration procedure, and
18 duly considered the parties' papers and oral argument, and good cause appearing,

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

20 1. All terms used herein shall have the same meaning as defined in the Settlement
21 Agreement and the Preliminary Approval Order, the December 15, 2020 Order, and the February
22 24, 2021 Order.

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

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

1 Approval Order. The Settlement Class is hereby defined to include:

2 All current and former hourly-paid, non-exempt employees who worked for
3 Defendant within the State of California at any time during the period from May
31, 2014 through July 22, 2019 (“Settlement Class” or “Class Members”).

4 4. The Notice of Settlement of Class Action (“Notice”), Claim Form, and pre-paid,
5 self-addressed (Business Return Mail) envelope (together, “Notice Packet”), along with the
6 corrective postcard, revised corrective postcard, and Reminder Postcard, that were provided to the
7 Class Members, fully and accurately informed the Class Members of all material elements of the
8 Settlement and of their opportunity to participate in, object to, or comment thereon, or to seek
9 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
10 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
11 California, the United States Constitution, due process and other applicable law. The Notice Packet
12 fairly and adequately described the Settlement and provided the Class Members with adequate
13 instructions and a variety of means to obtain additional information.

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

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1 6. A full opportunity has been afforded to the Class Members to participate in the
2 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
3 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
4 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
5 validly opt out of the Settlement (“Claimant”) are bound by this Final Approval Order and
6 Judgment, and release Defendant from all “Released claims,” including but not limited to: claims
7 for unpaid wages (including, but limited to, unpaid minimum and overtime wages); failure to
8 provide compliant meal and rest breaks and/or associated premiums; failure to reimburse expenses;
9 failure to provide proper wage statements; failure to maintain requisite payroll records; claims
10 under the California Labor Code, the Industrial Welfare Commission Wage Orders and the
11 California Business and Professional Code; claims for civil penalties under the Private Attorney
12 General Act, California Labor § 2698, *et seq.*; and all other claims for compensation, penalties,
13 interest, attorneys’ fees and costs, and/or other payments, however characterized, associated with
14 the foregoing.

15 7. The Court finds that Class Members, Kamaljit Kaur, Kulvinder Kaur, and Zachary
16 Kevin Lattin, have timely and validly opted out of the Settlement and will not be bound by this
17 Final Approval Order and Judgment.

18 8. The Court finds that payment of Settlement Administration Costs in the amount of
19 \$36,951.00 is appropriate for the services performed and costs incurred and to be incurred for the
20 notice and settlement administration process. It is hereby ordered that the Settlement
21 Administrator, Atticus Administration, LLC, shall issue payment to itself in the amount of
22 \$36,951.00, in accordance with the terms and methodology set forth in Settlement Agreement.

23 9. The Court finds that the Class Representative Enhancement Payment sought is fair
24 and reasonable for the work performed by Plaintiff on behalf of the Settlement Class. It is hereby
25 ordered that the Settlement Administrator issue payment in the amount of \$10,000.00 to Plaintiff
26 Abigail Teleaga for her Class Representative Enhancement Payment, according to the terms and
27 methodology set forth in the Settlement Agreement.

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1 10. The Court finds that the allocation of \$100,000.00 toward penalties under the
2 California Private Attorneys General Act of 2004 ("PAGA Payment"), is fair, reasonable, and
3 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
4 Payment as follows: the amount of \$75,000.00 to the California Labor and Workforce
5 Development Agency, and the amount of \$25,000.00 to be included in the Net Settlement Amount
6 for distribution to all Class Members who did not opt out of the Settlement and were either current
7 employees of Defendant on July 22, 2019 ("Current Employee Class Members") or, if they were
8 not employed by Defendant as of July 22, 2019 ("Former Employee Class Members"), submit a
9 timely and valid Claim Form to the Settlement Administrator ("Claimants"), according to the terms
10 and methodology set forth in the Settlement Agreement.

11 11. The Court finds that the request for attorneys' fees in the amount of \$875,000.00 to
12 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
13 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
14 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
15 amount of \$875,000.00 to Class Counsel for attorneys' fees, in accordance with the terms and
16 methodology set forth in the Settlement Agreement.

17 12. The Court finds that reimbursement of litigation costs and expenses in the amount
18 of \$25,000.00 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
19 Settlement Administrator issue payment in the amount of \$25,000.00 to Class Counsel for
20 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
21 forth in the Settlement Agreement.

22 13. The Court hereby enters Judgment by which Claimant shall be conclusively
23 determined to have given a release of any and all Released Claims against the Released Parties, as
24 set forth in the Settlement Agreement and Notice Packet.

25 14. It is hereby ordered that Defendant shall fund the Settlement within ten (10)
26 calendar days of the Effective Date, in accordance with the terms and methodology set forth in the
27 Settlement Agreement.

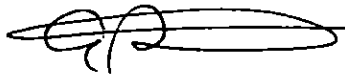
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1 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
2 Settlement Payments to the Claimants within twenty (20) calendar days of the Effective Date,
3 according to the methodology and terms set forth in the Settlement Agreement.

4 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
5 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
6 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
7 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
8 any dispute arising from or in 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. Individualized notice is not required.

13 Dated: 5/11/21



HONORABLE ERIN GUY CASTILLO
JUDGE OF THE SUPERIOR COURT

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