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Superior Court of California
County of Los Angeles

OCT 17 2018

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LOS ANGELES SUPERIOR COURT
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B. SMITH

1 Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
2 Joanna Ghosh (SBN 272479)
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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

9 EDWARD PEREZ; GIOVANNY SAUCEDO;
10 individually, and on behalf of other members
11 of the general public similarly situated, and on
12 behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act,

13 Plaintiffs,

14 vs.

15 CENTINELA FEED, INC., a California
16 Corporation; and DOES 1 through 100,
inclusive,

17 Defendants.

Case No.: BC575341

Honorable Ann I. Jones
Department SSC11

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER**

Complaint Filed: March 12, 2015
FAC Filed: June 24, 2015
SAC Filed: May 9, 2017
Trial Date: None Set

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1 This matter has come before the Honorable Ann I. Jones in Department SSC11 of the
2 above-entitled Court, located at the Spring Street Courthouse, 312 North Spring Street, Los
3 Angeles, California 90012, on Plaintiffs Edward Perez and Giovanny Saucedo's ("Plaintiffs")
4 Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and Enhancement
5 Awards ("Motion for Final Approval"). Lawyers *for* Justice, PC appeared on behalf of Plaintiffs
6 and Pearson, Simon & Warshaw, LLP appeared on behalf of Defendant Centinela Feed, Inc.
7 ("Defendant").

8 On April 5, 2018, the Court entered an Order Granting Preliminary Approval of Class
9 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 of Class Action, Amendment No. 1 to Joint Stipulation of Settlement of Class Action,
12 Amendment No. 2 to Joint Stipulation of Settlement of Class Action, and Amendment No. 3 to
13 Joint Stipulation of Settlement of Class Action (together, "Settlement," "Agreement," or
14 "Settlement Agreement"), which, together with the exhibits annexed thereto, set forth the terms
15 and conditions for settlement of the Action.

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

18 **I. FINDINGS**

19 Based on oral and written arguments and evidence presented in connection with the
20 Motion for Final Approval, the Court makes the following findings:

21 1. All terms used herein shall have the same meaning as defined in the Settlement
22 Agreement and the Preliminary Approval 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
27 respect to the Settlement and the class defined as follows:

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1 Any person employed by Defendant Centinela Feed, Inc. in a non-exempt
2 position in the State of California at any time from March 12, 2011 through
3 April 5, 2018.

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

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

15 6. The Court finds that the Settlement was reached following meaningful discovery
16 and investigation conducted by Class Counsel; that the Settlement is the result of serious,
17 informed, adversarial, and arms-length negotiations between the parties; and that the terms of the
18 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
19 considered all of the evidence presented, including evidence regarding the strength of the
20 Plaintiffs' case; the risk, expense, and complexity of the claims presented; the likely duration of
21 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
22 completed; the experience and views of Class Counsel; the absence of objections to the
23 Settlement; and that there was only one (1) valid and timely Request for Exclusion submitted by
24 a Class Member.

25 7. A full opportunity has been afforded to the Class Members to participate in the
26 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
27 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
28 the Settlement.

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1 Any person employed by Defendant Centinela Feed, Inc. in a non-exempt
2 position in the State of California at any time from March 12, 2011 through
April 5, 2018.

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

5 4. Defendant shall fund the Gross Settlement Amount, in accordance with the
6 methodology and terms set forth in the Settlement Agreement.

7 5. The Settlement Administrator shall issue payment to itself in the amount of
8 \$30,000 for the services performed and costs incurred and to be incurred for the notice and
9 settlement administration process, in accordance with the methodology and terms set forth in the
10 Settlement Agreement.

11 6. The Settlement Administrator shall distribute settlement payments to all Class
12 Members who did not submit a timely and valid Request for Exclusion to the Settlement
13 Administrator ("Participating Class Members"), according to the methodology and terms set
14 forth in the Settlement Agreement.

15 7. Any and all Individual Settlement Amount checks issued to Participating Class
16 Members that are not cashed or deposited within one hundred eighty (180) calendar days after
17 they are mailed will be cancelled, and the funds associated with such cancelled checks will be
18 transmitted as follows: twenty-five percent (25%) to the State Treasury for deposit into the Trial
19 Court Improvement and Modernization Fund; twenty-five percent (25%) to the State Treasury
20 for deposit into the Equal Access Fund of the Judicial Branch; and fifty percent (50%) to the
21 California Department of Industrial Relations Unpaid Wage Fund, with an identification of each
22 Participating Class Member who failed to cash his/her Individual Settlement Amount check
23 within the 180-day period.

24 8. The Settlement Administrator shall issue payments in the amount of \$3,500 each
25 to Plaintiffs Edward Perez and Giovanni Saucedo for their Enhancement Awards, in accordance
26 with the methodology and terms set forth in the Settlement Agreement.

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1 9. The Settlement Administrator shall issue payment in the amount of \$323,000 to
2 Lawyers for Justice, PC for attorneys' fees, in accordance with the methodology and terms set
3 forth in the Settlement Agreement.

4 10. The Settlement Administrator shall issue payment in the amount of \$21,438.80 to
5 Lawyers for Justice, PC for reimbursement of litigation costs and expenses, according to the
6 methodology and terms set forth in the Settlement Agreement.

7 11. The Settlement Administrator shall issue payment in the amount of \$63,750 to the
8 California Labor and Workforce Development Agency for its share of the PAGA Penalties, and
9 the remaining portion of the PAGA Penalties in the amount of \$21,250 shall be paid out to the
10 Participating Class Members as a part of the Net Settlement Fund, in accordance with the
11 methodology and terms set forth in the Settlement Agreement.

12 12. All Participating Class Members (i.e., Class Members who did not submit a
13 timely and valid Request for Exclusion to the Settlement Administrator) are bound by this Final
14 Approval Order and the Judgment.

15 13. Class Member, Sharon Smith, has timely and validly opted out of the Settlement
16 and will not be bound by this Final Approval Order and the Judgment.

17 14. A Judgment shall be entered in this Action. The Judgment shall bind each
18 Participating Class Member and shall operate as a full release and discharge of the Released
19 Claims against the Released Parties during the time period from March 12, 2011 through April 5,
20 2018, ("Class Period") as set forth in the Settlement Agreement and Notice Packet. All rights to
21 appeal the Judgment and this Final Approval Order have been waived. The Judgment and this
22 Final Approval Order shall have *res judicata* effect and bar all Participating Class Members from
23 bringing any action asserting Released Claims during the Class Period under the Settlement
24 Agreement.

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

3 16. Notice of entry of this Final Approval Order shall be given to the Class Members
4 by posting a copy of the Final Approval Order on Angeion's website for a period of at least sixty
5 (60) calendar days after the date of entry of this Final Approval Order. No individualized notice
6 shall be required.

7 Dated: Oct. 17, 2018


HONORABLE ANN I. JONES **LISA HART COLE**
JUDGE OF THE SUPERIOR COURT **JUDGE**

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