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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

15 MASEES MERZOIAN, individually and on
16 behalf of others similarly situated, and as a
17 private attorney general,

18 Plaintiff,

19 vs.

20 GHAZI ABUSALEH dba HELMS & HILL,
21 GHAZI ABUSALEH dba PETRA TOWING,
22 F & G TOWING, INC., a California
23 corporation dba HELMS AND HILL, and F &
24 G TOWING, INC., a California corporation
25 dba PETRA TOWING, and DOES 1 through
26 50, inclusive,

27 Defendants.

Case No. BC639980

Assigned for all purposes to Honorable
Maren E. Nelson
Dept. 17

CLASS ACTION

~~PROPOSED~~ FINAL ORDER AND
JUDGMENT

Hearing Date: July 14, 2020
Hearing Time: 8:30 am
Dept.: 17

Complaint Filed: November 7, 2016
Trial Date: Not Set

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUL 17 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By: Maribel Mata, Deputy

RECEIVED
LOS ANGELES SUPERIOR COURT

JUL 15 2020

S. DREW

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Action having come before the Court on July 14, 2020 for a hearing
3 and Final Order Approving Class Settlement and Judgment (“Final Order”), consistent with the
4 Court’s Preliminary Approval Order (“Preliminary Approval Order”), filed and entered December
5 16, 2019, and as set forth in the Joint Stipulation Class Action and PAGA Settlement
6 (“Agreement”), and due and adequate notice having been given to all Class Members as required
7 in the Preliminary Approval Order, and the Court having considered all papers filed and
8 proceedings had herein and otherwise being fully informed and good cause appearing therefore, it
9 is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. Consistent with the definitions provided in the Agreement, the term “Class Members” shall
12 mean the following: All current and former non-exempt individuals employed by Defendants F&G
13 Towing, Inc., Petra Towing, Inc., and Ghazi Abusaleh within the State of California at any time during the
14 period from November 7, 2012 and June 12, 2019.

15 3. This Court has jurisdiction over the subject matter of this Action and over all Parties
16 to this Action, including all Class Members.

17 4. Distribution of the Notice directed to the Class Members as set forth in the
18 Agreement and the other matters set forth therein has been completed in conformity with the
19 Preliminary Approval Order, including individual notice to all Class Members who could be
20 identified through reasonable effort, and the best notice practicable under the circumstances. The
21 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
22 including the proposed Settlement set forth in the Agreement, to all persons entitled to such Notice,
23 and the Notice fully satisfied the requirements of due process. All Class Members and all Released
24 Claims are covered by and included within the Settlement and this Final Order.

25 5. The Court hereby finds the Settlement was entered into in good faith pursuant to
26 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
27 finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have satisfied the
28 standards and applicable requirements for final approval of this class action settlement under

1 California law, including the provisions of California Code of Civil Procedure section 382 and
2 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
3 *Superior Court*, 4 Cal.3d 800, 821 (1971).

4 6. The Court hereby approves the Settlement set forth in the Agreement and finds that
5 the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate
6 the Settlement according to its terms. ~~The Court finds that the Settlement has been reached as a~~
7 ~~result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that~~
8 ~~the Parties have conducted extensive investigation and research, and counsel for the Parties are~~
9 ~~able to reasonably evaluate their respective positions. The Court also finds that Settlement at this~~
10 ~~time will avoid additional substantial costs, as well as avoid the delay and risks that would be~~
11 ~~presented by the further prosecution of the Action. The Court has reviewed the benefits that are~~
12 ~~being granted as part of the Settlement and recognizes the significant value to the Class Members.~~
13 ~~The Court also finds that the Class is properly certified as a class for settlement purposes only.~~

14 7. Following the complete funding and distribution of the Gross Settlement Amount
15 as set forth in the Agreement, all Class Members who have not submitted valid and timely requests
16 for exclusion shall fully release and discharge Defendants and any of their former and present
17 parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors,
18 successors, and assigns, as well as all past and present officers, directors, employees, partners,
19 shareholders and agents, attorneys, insurers, and any other successors, assigns, or legal
20 representatives, if any ("Released Parties"), from all claims, rights, demands, liabilities, and
21 causes of action, that were or could have been pleaded based on the facts alleged in the First
22 Amended Class Action Complaint filed in the Action, including: (i) all claims for unpaid
23 minimum wages (Labor Code §§ 1194, 1197, and 1197.1); (ii) all claims for unpaid overtime
24 (Labor Code §510 and 1198); (iii) all claims for meal and rest break violations and premiums
25 (Labor Code §§ 226.7 and 512); (iv) all claims for the failure to timely pay wages upon termination
26 (Labor Code §§ 201, 202, and 203); (v) all claims for the failure to timely pay wages during
27 employment (Labor Code § 204); (vi) all claims for wage statement violations (Labor Code §
28

1 226); (vii) all claims for failure to reimburse business expenses (Labor Code § 2802); (viii) all
2 claims for failure to keep accurate payroll records (Labor Code § 1174); (ix) all claims asserted
3 through California Business & Professions Code §§ 17200, et seq.; (x) California Labor Code §§
4 2698, et seq. based on the preceding claims; and (xi) interest, attorney's fees, and costs arising
5 from any of the above ("Released Claims") for the period from November 7, 2012 to June 12,
6 2019.

7 8. Except for those claims which cannot be released as a matter of law, in
8 consideration for the Service Payment, Plaintiffs Masees Merzoian, Johnny Verduzco, and Arthur
9 Kocharian for themselves only, release and forever discharge Released Parties from any and all
10 claims, demands, liens, losses, attorneys' fees, costs, agreements, contracts, covenants, actions,
11 suits, causes of action, grievances, wages, severance payments, obligations, commissions,
12 overtime payments, debts, expenses, damages, judgments, orders and liabilities of whatever kind
13 or nature in state or federal law, equity or otherwise, whether known or unknown, existing or
14 contingent, latent or patent, which Plaintiffs now own or hold or has at any time owned or held
15 against Released Parties, including specifically but not exclusively and without limiting the
16 generality of the foregoing, any and all claims known or unknown, suspected or unsuspected
17 arising from or related to Plaintiffs' employment with Defendants, the cessation of said
18 employment or the filing, prosecution or defense of the Action. This release shall likewise be
19 effective only after the final funding and distribution of the Gross Settlement Amount as set forth
20 in the Agreement.
21

22 9. The Court finds that no Class member requested to be excluded from the
23 Settlement or submitted a written objection. No class member attended the hearing on final
24 approval of submitted an objection at this hearing. Accordingly, all class members shall be
25 included in the Settlement Class.

26 10. Neither the Settlement nor any of the terms set forth in the Agreement is an
27 admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding of
28 the validity of any claims in the Action or of any wrongdoing by Defendants, or any of the other

1 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,
2 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an
3 admission by or against Defendants, or any of the other Released Parties, of any fault, wrongdoing
4 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
5 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence
6 of, an admission or concession with regard to the denials or defenses by Defendants, or any of the
7 other Released Parties, and shall not be offered in evidence in any action or proceeding in any
8 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce
9 the provisions of this Final Order, the Agreement, the Released Claims, or any related agreement
10 or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action,
11 or submit in any other proceeding, the Final Order, the Agreement, and any other papers and
12 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
13 *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to
14 the Released Claims.
15

16 11. The Court hereby confirms Heather Davis, Amir Nayebdadash, and Luke Clapp of
17 Protection Law Group LLP as Class Counsel in the Action.

18 12. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
19 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
20 of \$105,000 and attorneys' costs in the amount of \$32,439.14 from the Gross Settlement Amount
21 as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by
22 and/or owed to Class Counsel and any other person or entity related to the Action.

23 13. The Court also hereby approves and orders Service Payments to Plaintiff
24 Merzoian, Verduzco, and Kocharian in the amount of \$5,000 each from the Gross Settlement
25 Amount.

26 14. The Court also hereby approves and orders payment in the amount of \$7,500 (75
27 percent of \$10,000.00) from the Gross Settlement Amount for PAGA penalties, which shall be
28 made payable to the California Labor Workforce Development Agency; the remaining \$2,500.00

1 (25 percent of \$10,000) shall be distributed to Class Members who worked during the PAGA
2 Period (as defined in the Agreement).

3 15. The Court also hereby approves and orders payment from the Gross Settlement
4 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
5 ILYM Group, Inc., in the amount of \$12,000.

6 16. ~~The Court finds the settlement payments provided for under the Agreement to be~~
7 ~~fair and reasonable in light of all of the circumstances.~~ The Court orders the calculations and the
8 payments to the class members to be made and administered in accordance with the terms of the
9 Agreement. *z*

10 17. The Court also hereby approves and orders that any residue from uncashed
11 Settlement Awards, after the expiration date, will be distributed in accordance with California
12 Unclaimed Property Law and transferred to the California State Controller's Office to be held in
13 trust for the class member issued the uncashed check.

14 *Funding to be as set forth in the Agreement.*
15 18. ~~The Court hereby orders and approves the funding and distribution of the Gross~~
16 Settlement Amount as set forth in the Agreement. Within fifteen (15) days from entry of this
17 Order, Defendants will make an initial deposit of one-third the Gross Settlement Amount
18 (\$100,000) into a Qualified Settlement Account ("QSF") established by the Settlement
19 Administrator. Within ten (10) calendar days of the initial funding of the Settlement, the
20 Settlement Administrator will issue a payment in the amount of one-third (1/3) the payments
21 approved by the Court to: (a) Participating Class Members; (b) the Labor and Workforce
22 Development Agency; (c) Plaintiffs; (d) Plaintiffs' Counsel; and (e) The Settlement Administrator
23 for Court-approved services performed in connection with the settlement. Within five months
24 after the Effective Date of the Settlement (Defendants will make a second deposit of one hundred
25 thousand dollars (\$100,000) to the QSF. Within ten (10) calendar days of the second funding of
26 the QSF, the Settlement Administrator will issue a second payment in the amount of one-third
27 (1/3) the payments approved by the Court to the parties described above. Within nine months of
28 the Effective Date of the Settlement Defendants shall deposit a third and final payment of

1 \$100,000 to QSF. Within ten (10) calendar days of the third funding of the QSF, the Settlement
2 Administrator will issue a final payment in the amount of one-third (1/3) the amount of the
3 ~~payments approved by the Court to the parties described above.~~

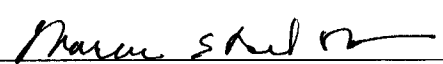
4 19. Notice of this Judgment shall be provided to the Class in accordance with
5 California Rule of Court, rule 3.77(b) by being posted on the Settlement Administrator, ILYM
6 Group, Inc's website.

7 20. A Non-Appearance Case Review re Final Report re: Distribution of the Settlement
8 Funds is set for March 2, 2022 at 8:30 a.m. Class Counsel shall file a final report by February 22,
9 2022.

10 21. Without affecting the finality of this Final Order in any way, the Court hereby
11 retains continuing jurisdiction over the interpretation, implementation and enforcement of the
12 Settlement and all orders entered in connection therewith pursuant to California Code of Civil
13 Procedure section 664.6.
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16 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

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18 DATED: 07/17/2020


19 JUDGE OF THE SUPERIOR COURT
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