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Superior Court of California,
County of Monterey
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By Deputy: Boatwright, Breean

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11 Attorneys for Plaintiffs

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **IN AND FOR THE COUNTY OF MONTEREY**

14 GUSTAVO DOMINGUEZ and MATTHEW)
15 SCOTT, individuals, on behalf of themselves)
16 and on behalf of all persons similarly situated,)
17 Plaintiffs,)
18 vs.)
19 LIFESAFER OF NORTHERN)
20 CALIFORNIA, a corporation; and DOES 1)
through 50, Inclusive,)
21 Defendants.)
22

Case No. 20CV002586

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

Hearing Date: May 20, 2022
Hearing Time: 9:00am

Judge: Hon. Carrie M. Panetta
Dept: 14

Date Filed: September 25, 2020
Trial Date: Not Set

23 Plaintiff's motion for an order finally approving the Class Action Settlement Agreement
24 ("Agreement") and motion for an award of attorneys' fees, costs and service awards duly came on
25 for hearing on May 20, 2022, before the above-entitled Court. Zakay Law Group, APC and
26 Blumenthal Nordrehaug Bhowmik De Blouw LLP appeared on behalf of Plaintiffs Gustavo
27 Dominguez and Matthew Scott ("Plaintiffs"). Noland, Hamerly, Etienne & Hoss appeared on behalf
28 of Defendant LifeSafer of Northern California ("Defendant").

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I.
FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

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

2. This Court has jurisdiction over the subject matter of this litigation pending in the California Superior Court for the County of Monterey (“Court”), Case No. 20CV002586, entitled *Dominguez, et al., v. LifeSafer of Northern California et al.*, and over all Parties to this litigation, including the Class.

Preliminary Approval of the Settlement

3. On November 5, 2021, the Court granted preliminary approval of a class-wide settlement. At this same time the court approved certification of a provisional settlement class for settlement purposes only. The Court confirms this Order and finally approves the settlement and the certification of the Class.

Notice to the Class

4. In compliance with the Preliminary Approval Order, Class Notice was mailed by first class mail to the Class Members at their last known addresses on December 3, 2021. Mailing of the Class Notice to their last known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the members of the Class. The Court finds that the Class Notice provided fully satisfies the requirements of California Rules of Court, rule 3.769.

5. The deadline for opting out or objecting was January 17, 2022. There was an adequate interval between notice and deadline to permit Class Members to choose what to do and act on their decision. No Class Members objected. No Class Members requested exclusion.

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1 **Fairness Of The Settlement**

2 6. The Agreement provides for a Gross Settlement Amount of \$175,000. The
3 Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
4 1794, 1801.)

5 a. The settlement was reached through arms-length bargaining between
6 the parties. There is no evidence of any collusion between the parties in reaching the proposed
7 settlement.

8 b. The Parties' investigation and discovery have been sufficient to allow
9 the Court and counsel to act intelligently.

10 c. Counsel for both parties are experienced in similar employment class
11 action litigation and have previously settled similar class claims on behalf of employees claiming
12 compensation. All counsel recommended approval of the Settlement.

13 d. The percentage of objectors and requests for exclusion is small. ____
14 objections were received. No requests for exclusion were received.

15 e. The participation rate is high. 100% of the Class Members will be
16 participating in the Settlement and will be sent settlement payments.

17 7. The consideration to be given to the Class under the terms of the Agreement
18 is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in
19 this Action and is fair, reasonable and adequate compensation for the dismissal release of the
20 Released Class Claims, given the uncertainties and risks of the litigation and the delays which would
21 ensue from continued prosecution of the Action.

22 8. The Agreement is finally approved as fair, adequate and reasonable and in
23 the best interests of the Class Members.

24 **Attorneys' Fees and Litigation Expenses**

25 9. The Agreement provides for an award of up to 1/3 of the Gross Settlement
26 Amount to Class Counsel as the Class Counsel Fees Payment in this Action, subject to the Court's
27 approval. The Agreement also provides for an award of their actual litigation expenses incurred in
28 an amount not to exceed \$15,000 as the Class Counsel Litigation Expenses Payment. Class Counsel

1 requests an award of \$10,411.01 as reimbursement for litigation expenses, and \$58,333.33 for
2 attorneys' fees.

3 10. An award of \$58,333.33 for the Class Counsel Fees Payment and \$10,411.01
4 for the Class Counsel Litigation Expenses Payment is reasonable in light of the contingent nature of
5 Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel.
6 The requested attorneys' fee award represents 1/3 of the common fund, which is reasonable and at
7 the low end of the range for fee awards in common fund cases, and is supported by Class Counsel's
8 lodestar.

9 **Class Representative Service Payments**

10 11. The Agreement provides for a service award of up to \$7,500 for each Plaintiff
11 as the Class Representative Service Payment, subject to the Court's approval. The Court finds that
12 the amounts of ~~\$7,500~~^{\$6500.00} for Plaintiff Dominguez is reasonable in light of the risks and burdens
13 undertaken by Plaintiff Dominguez in this class action litigation. The Court finds that the amounts
14 of ~~\$7,500~~^{\$6500.00} for Plaintiff Scott is reasonable in light of the risks and burdens undertaken by Plaintiff
15 Scott in this class action litigation.

16 **Settlement Administration Expenses**

17 12. The Agreement provides for Settlement Administration Expenses to be paid
18 in an amount not to exceed \$8,000. The Declaration of the Settlement Administrator provides that
19 the actual claims administration expenses were \$8,000. The amount of this payment is reasonable
20 in light of the work performed by the Settlement Administrator.

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II.

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ORDERS

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Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED,
25 ADJUDGED AND DECREED:

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1. The Class is certified for the purposes of settlement only. The Class is hereby
27 defined to include:

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1 all non-exempt employees who are or previously were employed by Defendant in
2 California during the period of September 25, 2016 to May 17, 2021. The Class
3 Period means the period of time from September 25, 2016 to May 17, 2021.

4 2. No Class Members are excluded from the Class. Every person in the Class
5 who did not opt out is a Participating Class Member.

6 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
7 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
8 this Order and the terms of the Agreement.

9 4. Class Counsel are awarded attorneys' fees in the amount of \$58,333.33 and
10 litigation expenses in the amount of \$10,411.01. Class Counsel shall not seek or obtain any other
11 compensation or reimbursement from Defendant, Plaintiffs or members of the Class.

12 5. The payments of service award to the Plaintiffs in the amounts of \$7,500 each
13 are approved.

14 6. The payment of \$8,000 to the Settlement Administrator for Settlement
15 Administration Expenses is approved.

16 7. The PAGA Payment of \$10,000 is approved.

17 8. Final Judgment is hereby entered in this action. The Final Judgment shall
18 bind each Participating Class Member. The Final Judgment shall operate as a full release and
19 discharge of Defendant and its officers, directors, employees, agents, successors and assigns
20 ("Released Parties") from any and all Released Class Claims that occurred during the Class Period
21 as to the Participating Class Members. The Released Class Claims are defined as all class claims
22 alleged in the operative complaint which occurred during the Class Period, and expressly excluding
23 all other claims, including claims for vested benefits, wrongful termination, unemployment
24 insurance, disability, social security, workers' compensation, and class claims outside of the Class
25 Period.

26 9. The Final Judgment shall also operate as a full release by all PAGA
27 Employees and discharge of Defendant and its officers, directors, employees, agents, successors and
28 assigns ("Released Parties") from any and all Released PAGA Claims that occurred during the

1 PAGA Period. The Released PAGA Claims are defined as claims asserted by the PAGA Employees
2 for alleged violations of the California Labor Code and IWC Wage Order provisions alleged in the
3 operative complaint and Plaintiffs' PAGA notice to the LWDA which occurred during the PAGA
4 Period, and expressly excluding all other claims including claims for vested benefits, wrongful
5 termination, unemployment insurance, disability, social security, workers' compensation, and
6 PAGA claims outside of the PAGA Period.

7 10. In addition to the release given by each Participating Class Member, Plaintiffs
8 also generally release the Released Parties from any and all of the Plaintiffs' Released Claims as
9 defined in the Agreement. This general release by Plaintiffs also includes a waiver of rights under
10 California Civil Code Section 1542.

11 11. The Agreement is not an admission by Defendant or any of the other Released
12 Parties, nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the
13 Action or of any wrongdoing by Defendant or any of the other Released Parties. Neither this Final
14 Approval Order, the Agreement, nor any document referred to herein, nor any action taken to carry
15 out the Settlement is, may be construed as, or may be used as an admission by or against Defendant
16 or any of the other Released Parties of any fault, wrongdoing or liability whatsoever. The entering
17 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
18 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
19 to the denials or defenses by Defendant or any of the other Released Parties and shall not be offered
20 in evidence in any action or proceeding against Defendants or any of the Released Parties in any
21 court, administrative agency or other tribunal for any purpose as an admission whatsoever other
22 than to enforce the provisions of this Final Approval Order and Judgment, the Agreement, or any
23 related agreement or release. Notwithstanding these restrictions, any of the Parties may file in the
24 Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any
25 other papers and records on file in the Action as evidence of the Settlement to support a defense of
26 res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar
27 defense as to the claims being released by the Settlement.

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