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FILED
Superior Court of California
County of Los Angeles
10/28/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: N. Navarro Deputy

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES**

9 MATTHEW VALDEZ, individually, and on
10 behalf of other members of the general public
11 similarly situated; JUAN TAPIA, individually,
12 and on behalf of other members of the general
13 public similarly situated, and on behalf of all
14 other aggrieved employees pursuant to the
California Private Attorneys General Act;
CHRISTIAN BALDENEGRO, individually,
15 and on behalf of members of the general public
16 similarly situated;

17 **Plaintiffs,**

18 vs.

19 GEARY PACIFIC CORPORATION, a
California corporation; GEARY PACIFIC
SUPPLY, an unknown business entity; and
DOES 2 through 100, inclusive,

20 **Defendants.**

Case No.: 18STCV04381

Honorable Maren E. Nelson
Department SSC17

CLASS ACTION

~~**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**~~

Complaint Filed: November 8, 2018
FAC Filed: October 8, 2021
Trial Date: None Set

1 This matter has come before the Honorable Maren E. Nelson in Department SSC17 of the
2 above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, on
3 Plaintiffs Matthew Valdez, Juan Tapia, and Christian Baldenegro’s (together, “Plaintiffs”) Motion
4 for Final Approval of Class Action Settlement, Attorneys’ Fees, Costs, and Class Representative
5 Payments (“Motion for Final Approval”). Lawyers for Justice, PC appeared on behalf of Plaintiffs,
6 and Sheppard, Mullin, Richter & Hampton LLP appeared on behalf of Defendants Geary Pacific
7 Corporation and Geary Pacific Supply (“Defendants”).

8 On November 9, 2021, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
10 of the above-entitled action (“Action”) in accordance with the Second Amended Class Action and
11 PAGA Settlement Agreement and Amendment No. 1 to Second Amended Class Action and PAGA
12 Settlement Agreement (together, “Settlement,” “Agreement,” or “Settlement Agreement”), which,
13 together with the exhibits annexed thereto, set forth the terms and conditions for settlement of the
14 Action.

15 ~~Having reviewed the Settlement Agreement and duly considered the parties’ papers and~~
16 ~~oral argument, and good cause appearing,~~

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

- 18 1. All terms used herein shall have the same meaning as defined in the Settlement
19 Agreement and the Preliminary Approval Order.
- 20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Action.
- 22 3. ~~The Court finds that the applicable requirements of California Code of Civil~~
23 ~~Procedure section 382 and California Rule of Court 3.769, et seq. have been satisfied with respect~~
24 ~~to the Class and the Settlement. The Court hereby makes final its earlier provisional certification~~
25 ~~of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is~~
26 hereby defined to include:

27 All current and former hourly-paid and/or non-exempt individuals employed
28 by Defendants in California at any time during the period from November 8,
2014 through February 3, 2021 (“Class” or “Class Members”).

1 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
2 Class Members, fully and accurately informed the Class Members of all material elements of the
3 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
4 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
5 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
6 California, the United States Constitution, due process and other applicable law. The Class Notice
7 fairly and adequately described the Settlement and provided the Class Members with adequate
8 instructions and a variety of means to obtain additional information.

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

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
26 validly opt out of the Settlement (“Participating Class Member”) are bound by this Final Approval
27 Order and Judgment and the State of California and all Class Members who worked for Defendants
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1 during the period from November 20, 2018 to November 9, 2021 (“PAGA Employees”) release
2 the Released PAGA Claims.

3 7. The Court finds that no Class Members have requested exclusion from the
4 Settlement.

5 8. The Court finds that the settlement of the Released PAGA Claims for the total
6 amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00), which is designated and allocated
7 as penalties under the California Private Attorneys General Act of 2004 (“PAGA Penalties”), is
8 fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall
9 distribute the PAGA Amount as follows: the amount of \$37,500.00 to the California Labor and
10 Workforce Development Agency and the amount of \$12,500.00 to PAGA Employees, in
11 accordance with the terms and methodology set forth in the Settlement Agreement

12 9. The Court finds that payment of Settlement Administration Expenses in the amount
13 of \$8,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
14 notice and settlement administration process. It is hereby ordered that the Settlement
15 Administrator, ILYM Group, Inc, shall issue payment to itself in the amount of \$8,000.00, in
16 accordance with the terms and methodology set forth in Settlement Agreement.

17 10. The Court finds that the Class Representative Payments sought are fair and
18 reasonable for the work performed by Plaintiffs on behalf of the Class, State of California, and
19 PAGA Employees. It is hereby ordered that the Settlement Administrator issue payment in the
20 amount of \$5,000.00 each to Plaintiffs Matthew Valdez, Juan Tapia, and Christian Baldenegro for
21 their Class Representative Payments, according to the terms and methodology set forth in the
22 Settlement Agreement.

23 11. The Court finds that the request for attorneys’ fees in the amount of \$216,666.67 to
24 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
25 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
26 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
27 amount of \$216,666.67 to Class Counsel for attorneys’ fees, in accordance with the terms and
28 methodology set forth in the Settlement Agreement.

1 12. The Court finds that reimbursement of litigation costs and expenses in the amount
2 of \$17,859.11 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
3 Settlement Administrator issue payment in the amount of \$17,859.11 to Class Counsel for
4 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
5 forth in the Settlement Agreement. The Court hereby enters Judgment ^{by} which Participating
6 Class Member ~~shall be conclusively determined to have given~~ a release of any and all claims
7 presented directly in the operative complaint in the *Valdez* Action based on the facts alleged in the
8 operative complaint in the *Valdez* Action, as amended, including and not limited to, all claims for
9 unpaid wages, including, failure to pay minimum wages, straight time compensation, overtime
10 compensation, double-time compensation, and interest; the calculation of the regular rate of pay;
11 all claims for wages related to alleged illegal time rounding; missed meal period and rest-period
12 wages; all claims for unpaid reimbursements; all claims for payment for all hours worked,
13 including off-the-clock work; all claims for non-compliant wage statements; all claims for failure
14 to keep accurate records; all claims for unfair business practices related to the Released Claims;
15 all claims for declaratory relief; all claims for penalties, including recordkeeping penalties, wage
16 statement penalties, minimum-wage penalties, and waiting-time penalties; and all claims for
17 attorneys' fees and costs; all claims arising under: California Labor Code sections 200, 201, 201.1,
18 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224,
19 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558,
20 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2800, 2802, 2698 *et seq.*, and
21 2699 *et seq.*); the Wage Orders of the California Industrial Welfare Commission; the California
22 Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code
23 section 17200, *et seq.*; the FLSA, 29 U.S.C. § 201 *et seq.*; and federal common law which arose
24 during the Class Period ("Released Claims") against Defendants and each of their past, present
25 and future agents, employees, servants, officers, directors, partners, trustees, representatives,
26 shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related
27 companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers,
28 consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and

1 all of its respective past, present and future employees, directors, officers, agents, attorneys,
2 stockholders, fiduciaries, parents, subsidiaries, and assigns (“Released Parties”).

3 13. The Court hereby enters Judgment by which all PAGA Employees and the State of
4 California shall be conclusively determined to have given a release of any and all Released Claims
5 presented directly in the PAGA Letters based on the facts alleged in the operative complaint in the
6 *Valdez* Action, as amended, arising during the period from November 20, 2018 to November 9,
7 2021, that may be asserted under PAGA (“Released PAGA Claims”) against the Released Parties
8 as set forth in the Settlement Agreement and Class Notice.

9 14. It is hereby ordered that Defendants shall deposit the Maximum Settlement Amount
10 into an account established by the Settlement Administrator within fifteen (15) calendar days after
11 the Effective Date, in accordance with the terms and methodology set forth in the Settlement
12 Agreement.

13 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
14 Settlement Payments to the Participating Class Members and Individual PAGA Payments to
15 PAGA Employees within fifteen (15) calendar days after Defendants fund the Maximum
16 Settlement Amount, according to the methodology and terms set forth in the Settlement
17 Agreement.

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

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17. Notice of entry of this ~~Final Approval Order~~ and Judgment shall be given to the Class Members by posting a copy of the Final Approval Order and Judgment on ILYM Group, Inc's website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

Dated: 10/28/2022



HONORABLE MAREN E. NELSON
JUDGE OF THE SUPERIOR COURT

1 **PROOF OF SERVICE**

2 *STATE OF CALIFORNIA, COUNTY OF LOS ANGELES*

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203,
5 Glendale, California 91203.

6 On October 24, 2022, I served the foregoing document(s) described as: **[PROPOSED]**
7 **FINAL APPROVAL ORDER AND JUDGMENT** on interested parties in this action by
8 Electronic Service as follows:

9 Greg S. Labate (*glabate@sheppardmullin.com*)
10 **SHEPPARD, MULLIN, RICHTER & HAMPTON LLP**
11 650 Town Center Drive, 4th Floor
12 Costa Mesa, California 92626

13 Hilary A. Habib (*hhabib@sheppardmullin.com*)
14 **SHEPPARD, MULLIN, RICHTER & HAMPTON LLP**
15 333 South Hope Street, 43rd Floor
16 Los Angeles, California 90071

17 *Attorneys for Defendant Geary Pacific Corporation*

18 **[X] BY ELECTRONIC SERVICE**

19 Pursuant to the Court’s Order regarding Electronic Service, I caused the documents
20 described above to be E-Served through Case Anywhere by electronically mailing a true
21 and correct copy through Case Anywhere to the individual(s) listed above.

22 State of California, Labor & Workforce Development Agency

23 Web URL:

24 <http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

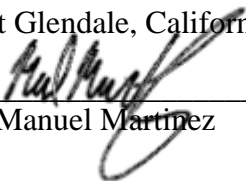
25 **[X] BY ONLINE SUBMISSION**

26 The foregoing documents were transmitted to the California Labor and Workforce
27 Development Agency through the online system established for the submission of notices
28 and documents, in conformity with California Labor Code section 2699(1). I did not
receive, within a reasonable time after the transmission, any electronic message or other
indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above
is true and correct.

Executed on October 24, 2022, at Glendale, California.



Manuel Martinez