

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Annabel Blanchard (SBN 258135)
Selena Matavosian (SBN 348044)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

CANDACE EVANS, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

BIG JOE HANDLING SYSTEMS INC., an
unknown business entity; BIG JOE
CALIFORNIA NORTH, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: RG20055273

Honorable Brad Seligman
Department 23

CLASS ACTION

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

Reservation No.: A-20055273-001
Date: August 1, 2023
Time: 3:00 p.m.
Department: 23

Complaint Filed: February 20, 2020
FAC Filed: May 22, 2020
Trial Date: None Set

1 This matter has come before the Honorable Brad Seligman in Department 23 of the above-
2 entitled Court, located at 1221 Oak Street, Oakland, California 94612, on Plaintiff Candace Evans’
3 (“Plaintiff”) Motion for Final Approval of Class Action Settlement, Class Counsel Award, and
4 Enhancement Payment (“Motion for Final Approval”). Lawyers *for* Justice, PC appeared on
5 behalf of Plaintiff, and Gordon Rees Scully Mansukhani, LLP appeared on behalf of Defendant
6 Big Joe California North, Inc. d/b/a Big Joe Handling Systems (erroneously sued as Big Joe
7 Handling Systems, Inc.) (“Defendant”).

8 On March 30, 2023, 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 Joint Stipulation of Class and
11 Representative Action Settlement and Amendment No. 1 to Joint Stipulation of Class and
12 Representative Action Settlement (together, “Settlement,” “Agreement,” or “Settlement
13 Agreement”), which, together with the exhibits annexed thereto, set forth the terms and conditions
14 for settlement of the 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 or non-exempt employees who worked for
28 Defendant within the State of California at any time during the Class Period.
 (“Class” or “Class Members”).

1 4. The Notice of Class Action Settlement (“Notice Packet”) 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 Notice Packet
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 Plaintiff’s 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 the Settlement submitted by Class Members. Accordingly, the Court
20 hereby directs that the Settlement be effected in accordance with the Settlement Agreement and
21 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 submit
26 valid and timely Requests for Exclusion (“Settlement Class Members”) are bound by this Final
27 Approval Order and Judgment.

28 ///

1 7. The Court finds that Class Member Karen Butler timely and validly submitted a
2 Request for Exclusion and will not be bound by this Final Approval Order and Judgment.

3 8. The Court finds that payment of Settlement Administration Costs in the amount of
4 \$6,250.00 is appropriate for the services performed and costs incurred and to be incurred for the
5 notice and settlement administration process. It is hereby ordered that the Settlement
6 Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount of
7 \$6,250.00, in accordance with the terms and methodology set forth in Settlement Agreement.

8 9. The Court finds that the Enhancement Payment sought is fair and reasonable for
9 the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
10 Administrator issue payment in the amount of \$7,500.00 to Plaintiff Candace Evans for her
11 Enhancement Payment, according to the terms and methodology set forth in the Settlement
12 Agreement.

13 10. The Court finds that the allocation of \$75,000.00 toward penalties under the
14 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and
15 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
16 Payment as follows: the amount of \$56,250.00 to the California Labor and Workforce
17 Development Agency, and the amount of \$18,750.00 to be included in the Net Settlement Amount
18 for distribution to Settlement Class Members, according to the terms and methodology set forth in
19 the Settlement Agreement.

20 11. The Court finds that the request for attorneys’ fees in the amount of \$182,232.82 to
21 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
22 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
23 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
24 amount of \$182,232.82 to Class Counsel for attorneys’ fees, in accordance with the terms and
25 methodology set forth in the Settlement Agreement.

26 ///

27 ///

28 ///

1 12. The Court finds that reimbursement of litigation costs and expenses in the amount
2 of \$10,754.05 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
3 Settlement Administrator issue payment in the amount of \$10,754.05 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.

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

9 14. It is hereby ordered that Defendant shall deposit the Maximum Settlement Amount
10 into an account established by the Settlement Administrator within thirty (30) 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 Settlement Class Members no earlier than the Effective Date, and no
15 later than forty-five (45) calendar days after the Effective Date, according to the methodology and
16 terms set forth in the Settlement Agreement.

17 16. Each check issued to a Settlement Class Member for his or her Individual
18 Settlement Payment shall be valid for a period of one hundred and eighty (180) calendar days from
19 the date of their issuance, and thereafter, shall be canceled. The funds associated with such
20 canceled checks shall be paid out pursuant to California Code of Civil Procedure section 384 to
21 the following *cy pres* recipient: Legal Services of Northern California.

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

27 ///

28 ///

1 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
2 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix
3 Settlement Administrators' website for a period of at least sixty (60) calendar days after the date
4 of entry of this Final Approval Order and Judgment. Individualized notice is not required.

5 19. Pursuant to California Code of Civil Procedure section 384, no later than five (5)
6 calendar days before the Final Compliance Hearing, the parties shall submit a report to the Court
7 specifying, among other things, the total amount paid to Settlement Class Members, the leftover
8 residual of settlement funds that will be paid to the entities identified as recipients of such funds
9 in the Settlement Agreement, and the amount of the portion of attorneys' fees that were held back,
10 along with a proposed amended judgment containing language addressing the tentative
11 transmission of the leftover residual funds to the entities identified as recipients of such funds in
12 the Settlement Agreement and also the release of the portion of the attorneys' fees that were held
13 back. No later than five (5) calendar days after receipt of notice of the entry of the amended
14 judgment, Class Counsel shall submit the amended judgment to the Judicial Council, pursuant to
15 California Code of Civil Procedure section 384.5.

16 20. A Final Compliance Hearing is set for _____ at
17 _____ a.m. / p.m. in Department 23.

18
19
20 Dated: _____

HONORABLE BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT