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15 Attorneys for Plaintiffs ARIANA MAULEON and PAUL FUENTES,
16 on behalf of themselves and all others similarly situated

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **COUNTY OF SAN DIEGO**

19 ARIANA MAULEON, on behalf of herself
20 and all others similarly situated, PAUL
21 FUENTES, on behalf of himself and all
22 others similarly situated,

23 Plaintiffs,

24 v.

25 HANKEN CONO ASSAD & CO., INC., a
26 California Corporation, and DOES 1
27 through 100, inclusive,

28 Defendants.

Case No. 37-2020-00015364-CU-OE-CTL

Assigned for All Purposes To:
Hon. Eddie C. Sturgeon
Dept. C-67

NOTICE OF ENTRY OF JUDGMENT

Complaint Filed: May 26, 2020
Final Accounting Hearing: March 24, 2023

Trial: Not Set

ELECTRONICALLY FILED

Superior Court of California,
County of San Diego

07/20/2022 at 04:54:00 PM

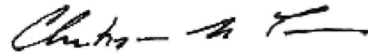
Clerk of the Superior Court
By E- Filing, Deputy Clerk

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

2 PLEASE TAKE NOTICE that on July 15, 2022, the Court entered an Order Granting
3 Final Approval of Class Action Settlement and entering Judgment in the above-titled matter.
4 Attached hereto as **Exhibit 1** is a true and correct copy of the signed Order and Judgment.

5
6
7 **Dated:** July 20, 2022

FARNAES & LUCIO, APC

8 

9 Malte L. L. Farnaes, Esq.

Christina M. Lucio, Esq.

10 Attorneys for Plaintiffs

11 ARIANA MAULEON and PAUL FUENTES, on behalf
12 of themselves and all others similarly situated
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Exhibit 1

1 **ROSENBERG, SHPALL & ZEIGEN, APLC**

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FILED
Clerk of the Superior Court

JUL 15 2022

By: S. Goodrich, Deputy

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10 on behalf of themselves and all others similarly situated

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN DIEGO**

14 ARIANA MAULEON, on behalf of
15 herself and all others similarly situated,
16 PAUL FUENTES, on behalf of himself
and all others similarly situated,

17 Plaintiffs,

18 v.

19 HANKEN CONO ASSAD & CO., INC., a
20 California Corporation, and DOES 1
through 100, inclusive,

21 Defendants.

Case No. 37-2020-00015364-CU-OE-CTL

CLASS ACTION

Assigned for All Purposes To:

Hon. Eddie C. Sturgeon

Dept. C-67

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Preliminary Approval Date: February 18, 2022

Final Approval Hearing Date: July 15, 2022

Time: 9:00 A.M.

Action Filed: May 26, 2020

1 This matter came before the Court on Plaintiffs Ariana Mauleon and Paul Fuentes
2 ("Plaintiffs" or "Class Representatives") and Defendant Hanken Cono Assad & Co., Inc.
3 ("Defendant") Motion for Final Approval of a Class Action Settlement ("Final Approval Motion")
4 and Motion for Award of Attorneys' Fees, Costs, and Class Representative Enhancement Awards
5 on July 15, 2022. The Court considered the proposed Settlement Agreement and Release of Claims
6 ("Settlement Agreement") attached hereto as Exhibit 1, the submissions of counsel, and all other
7 papers filed in this action. This Order incorporates, by reference, the definitions in the Settlement
8 Agreement. This matter having been submitted, and good cause appearing therefore, this Court
9 **HEREBY FINDS THAT:**

10 1. Unless otherwise specified, defined terms in this Final Approval Order and
11 Judgement shall have the same definition as used in the operative Settlement Agreement.

12 2. The Court finds the Settlement was entered into in good faith, that it is fair,
13 reasonable, and adequate, and that it satisfies the standards and applicable requirements for final
14 approval of this class action settlement under California law, including the provisions of California
15 Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

16 3. With respect to the Class for the purpose of approving the Settlement only, this
17 Court finds and concludes that: (a) the Class Members are ascertainable and so numerous that
18 joinder of all members is impracticable; (b) there are questions of law or fact common to the Class,
19 and there is a well-defined community of interest among Class Members with respect to the subject
20 matter of the claims in the action; (c) the claims of the Plaintiffs are typical of the claims of the
21 Class Members; (d) the Plaintiffs have fairly and adequately protected the interests of the Class
22 Members; (e) a class action is superior to other available methods for an efficient adjudication of
23 this controversy; and (f) the counsel of record for the Plaintiffs, i.e. Class Counsel, is qualified to
24 serve as counsel for the Plaintiffs in their individual and representative capacities and for the Class.

25 4. The Parties adequately performed their obligations under the Settlement Agreement
26 and Preliminary Approval Orders.
27
28

1 5. Notice was provided to the Class Members in compliance with the Settlement
2 Agreement and Preliminary Approval Order, California Code of Civil Procedure section 382,
3 California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any
4 other applicable law. The notice: (i) fully and accurately informed Class Members about the
5 lawsuit and Settlement; (ii) provided sufficient information so that Class Members were able to
6 decide whether to opt-out and pursue their own remedies, or object to the proposed Settlement;
7 (iii) provided procedures for Class Members to request exclusion from the Settlement, to state
8 written objections to the proposed Settlement, to dispute their number of workweeks, and to appear
9 at the hearing; and (iv) provided the time, date, and place of the final fairness hearing.

10 6. Eight Class Members, Juan Salguero Escobar, Jeffery Cauthen, Joshua Anderson,
11 Antonio Hernandez, Itzel Martiz, Wendy Doty, Scott Underwood, and Isaiah Diamond submitted
12 a valid request for exclusion from the Settlement. One Class Member did not receive their Notice
13 despite Phoenix's best efforts to provide this Class Member with the Notice packet.

14 7. The Settlement Fund and the means of distributing the Net Settlement Fund to
15 Participating Class Members are fair and reasonable in light of the nature of this case.

16 8. Class Counsel, Farnes & Lucio APC, and Rosenberg, Shpall & Zeigen APLC, has
17 provided services and benefits to absent Class Members and expended efforts and resources to
18 secure the benefits, and is thus entitled to the requests and unopposed attorneys' fees and costs as
19 approved by the Court.

20 9. The Class Representatives prosecuted this lawsuit, worked with counsel, undertook
21 the risks associated with litigation, acted to protect the Class' interests, and conferred a benefit on
22 absent Class Members, and are thus entitled to receive Incentive Payments.

23 10. The appointed Settlement Administrator, Phoenix Class Action Administration
24 Solutions ("Phoenix"), rendered services and will continue to render services, in connection with
25 administering the notice and settlement process, and is thus entitled to its requested administration
26 fees.
27
28

1 11. The Settlement Fund or “common fund” is \$500,000.00, with the Net Settlement
2 Fund to be paid to Participating Class Members being calculated by subtracting the following
3 amounts from the Settlement Fund: (1) Class Counsel’s attorneys’ fees of \$166,666.66; (2) Class
4 Counsel’s costs of \$9,595.50 (\$5,831.07 incurred by Rosenberg, Shpall & Zeigen, APLC, and
5 \$3,764.43 incurred by Farnaes & Lucio, APC) (Preliminarily Approved for up to \$15,000); (3)
6 Incentive Payments to be paid to each Class Representative of \$7,500.00 (\$15,000.00 total); (4)
7 75% of the PAGA Penalties of \$15,000.00 (\$11,250.00) to the LWDA; and (5) the Settlement
8 Administrator fees to Phoenix of \$9,000.00. The Net Settlement Fund which will be paid as
9 Settlement Shares to Participating Class Members is estimated to be approximately \$283,083.00.
10 There is no revision to Defendants.

11 12. Pursuant to Labor Code section 2699, subdivision (1)(2), the Court approves of the
12 Settlement’s provisions relating to settlement of claims under the Private Attorneys’ General Act
13 of 2004, Labor Code Section 2698 et seq. (“PAGA”). Payment of \$15,000 for settlement of any
14 and all claims for which civil penalties under PAGA may be sought or are otherwise available (the
15 “PAGA Penalty Payment”) is fair and adequate. The PAGA Penalty Payment satisfies the
16 requirements of Labor Code Section 2699, subdivision (i) because \$11,250 (75%) of the PAGA
17 Penalty Amount is allocated to the LWDA for the enforcement of labor laws and education of
18 employers, and \$3,750 (25%) is allocated to the PAGA Penalty Payment for distribution to the
19 Class Members.
20

21 **IT IS SO ORDERED THAT:**

22 1. **Class Members:** The Class is defined and certified as all individuals who were
23 employed as non-exempt employees by Defendant Hanken Cono Assad & Co., Inc.—including
24 without limitation pre-need agents by Defendants to sell pre-need policies in the State of California
25 at any time and who earned a commission from selling pre-need policies for Defendants—from
26 May 26, 2016, through August 23, 2021.

27 2. **Class Period:** The Class Period is defined as the period from May 26, 2016,
28 through August 23, 2021.

1 **3. Binding Effect of Order:** This order applies to all claims or causes of action settled
2 under the Settlement Agreement, including any claims settled under PAGA, and binds all Class
3 Members who did not submit valid requests for exclusion (opt-out) from the Settlement.

4 **4. Plaintiffs' Release:** Plaintiffs, in their individual capacities, are deemed to have
5 released and discharged Defendants and the Released Parties from any and all claims, known or
6 unknown, as described in the Settlement Agreement.

7 **5. Class Members' Release:** Plaintiffs and Class Members who did not properly
8 request exclusion are deemed to have released and discharged the Released Parties from all
9 Released Claims under the Settlement Agreement. The full and complete terms of the releases
10 described in this paragraph are set forth in the Settlement Agreement.

11 **6. Class Relief:** The Settlement Administrator shall calculate and distribute the Net
12 Settlement Fund to the Participating Class Members. The distribution shall be in accordance with
13 the instructions and timeline set forth in the Settlement Agreement. The envelope transmitting a
14 settlement payment to a Participating Class Member shall bear the notation, "**YOUR CLASS**
15 **ACTION SETTLEMENT CHECK IS ENCLOSED.**"

16 **7. Uncashed Checks:** Individual Settlement Payment checks shall be negotiable for
17 180 days from the date of issuance. The Settlement Administrator shall mail a reminder postcard
18 to any class member whose Individual Settlement Payment Check has not been negotiated within
19 60 days after the initial mailing. Any Individual Settlement Payment checks that have not been
20 negotiated within 180 days after the date of issuance will be voided and the Settlement
21 Administrator will report and send the unclaimed funds to the California State Controller
22 Unclaimed Property fund to be held in the name of the Class Member.

23 **8. Attorneys' Fees and Costs:** Class Counsel is awarded \$166,666.66 in attorneys'
24 fees (\$166,666.66 requested) and \$9,595.50 in costs (\$15,000 requested). Defendants, or
25 Settlement Administrator on Defendants' behalf, must pay Class Counsel this amount according
26 to the timeline set forth in the Settlement Agreement.
27
28

1 **9. Incentive Payments:** Plaintiffs Ariana Mauleon and Paul Fuentes are awarded
2 \$7,500 each as an incentive payment (\$7,500 each requested). Defendants, or Settlement
3 Administrator on Defendants' behalf, must pay Plaintiffs this amount according to the timeline set
4 forth in the Agreement.

5 **10. Payment to the Settlement Administrator:** Payment of \$9,000.00 (\$9,000.00
6 requested) shall be made to Phoenix Class Action Administration Solutions for its services as the
7 Settlement Administrator according to the timeline set forth in the Agreement.

8 **11. Final Report:** The Parties shall file a report concerning any uncashed checks or
9 other cash residue by Mar 17, 2023 (June 25, 2023 proposed). The report shall be in the
10 form of a declaration from the Settlement Administrator and shall describe: (i) the date the checks
11 were mailed, (ii) the total number of checks mailed to class members, (iii) the average amount of
12 those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed
13 checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the
14 disposition of those unclaimed funds.

15 **12. Final Report Hearing:** The Court sets a compliance hearing for
16 March 24, 2023 at 9:00 (a.m./p.m.).

17 **13. Judgement:** The Court finds that there is no reason for delay and directs the Clerk
18 to enter judgment in accordance with the terms of this Order as of the date of this Order.

19 **14. Notice of Judgment:** Plaintiffs are to give notice to all Class Members of this Final
20 Approval Order and Judgment in accordance with California Rule of Court 3.771(b) by filing a
21 Notice of Entry of Judgment of this Final Approval Order and Judgment with the Court as follows:
22 "Please take notice that on July 15, 2022, the Court entered an Order Granting Final Approval of
23 Class Action Settlement and entering Judgment in the above-titled matter. Attached hereto as
24 Exhibit 1 is a true and correct copy of the signed Order and Judgment."

25 **15. Copy to LWDA:** Within 10 days of entry of this Final Approval Order and
26 Judgment, Plaintiffs shall provide a copy of this Final Approval Order and Judgment to the LWDA,
27 pursuant to Labor Code Section 2699, subdivisions (1)(3) & (4).
28

1 **16. Court's Jurisdiction:** Pursuant to the Parties' request, California Code of Civil
2 Procedure section 664.6, and California Rule of Court 3.769(h), the Court retains jurisdiction over
3 this action and the parties until final performance of the Agreement.

4 **17.** _____
5 _____
6 _____
7 _____

8 **IT IS SO ORDERED.**
9

10
11 DATED: 7-15-22

By:


HONORABLE EDDIE C. STURGEON
JUDGE OF THE SUPERIOR COURT