

William L. Marder, Cal Bar No. 170131
POLARIS LAW GROUP, LLP
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: 831.531.4214
Facsimile: 831.634.0333

Dennis S. Hyun (State Bar No. 224240)
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiff and the Class

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

JOHN NEVINS, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

NEIGHBORHOOD GARAGE DOOR
SERVICES, INC., a California corporation; and
DOES 1 through 25, inclusive,

Defendants.

Case No. RIC2002958

[Assigned to the Hon. Harold W. Hopp,
Dept. 1]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
SETTLEMENT**

Date: August 26, 2024
Time: 8:30 a.m.
Dept.: 1

Reservation No.: Set by Court

1 This matter having come before this Court for hearing on August 26, 2024, at 8:30 a.m.
2 on Plaintiff John Nevins' ("Named Plaintiff") unopposed Motion for Final Approval of Class
3 and PAGA Settlement, as set forth in the Class Action and PAGA Settlement Agreement
4 ("Agreement") with Defendant Neighborhood Garage Door Services, Inc. ("Defendant")
5 (Plaintiff and Defendant collectively, the "Parties"), pursuant to the Order Granting Preliminary
6 Approval of Class Action Settlement and Setting Final Approval Hearing ("Preliminary
7 Approval Order"), adequate notice having been given as required in said Order, and the Court
8 having considered all papers filed and proceedings had herein, and good cause appearing
9 therefore, it is ORDERED, ADJUDGED AND DECREED THAT:

10 The Court has jurisdiction over the subject matter of the action and all parties.

11 Based on a review of the papers submitted by Named Plaintiff and a review of the
12 applicable law, the Court finds that the Gross Settlement Amount of \$77,500.00 and the terms set
13 forth in the Parties' Agreement are fair, reasonable, and adequate. The Agreement is hereby
14 incorporated into this Order as though fully set forth herein. Except as otherwise specified
15 herein and for purposes of this Order, the terms used in this Order have the meaning assigned to
16 them in the Agreement and Class Notice Packet ("Class Notice").

17 The Court has determined that the Class Notice provided to Class Members pursuant to
18 the Preliminary Approval Order fully and accurately informed all Class Members of the material
19 elements of the proposed Settlement, constituted the best notice practicable under the
20 circumstances, and constituted valid, due and sufficient notice to all Class Members.

21 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
22 reasonable and adequate in all respects, determines that the Settlement was made in good faith
23 and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in
24 accordance with the terms of the Settlement Agreement. The Court further finds that the
25 Settlement was the result of arm's-length negotiations conducted after Class Counsel had
26 thoroughly and adequately investigated the claims and became familiar with the strengths and
27 weaknesses of those claims. In particular, the amount of monies allocated to the Class Members,
28 and the assistance of an experienced mediator in the settlement process, among other factors,

1 support the Court's conclusion that the Settlement is fair, reasonable, and adequate. The
2 amounts agreed to be paid by Defendant, including the individual Settlement Shares to be paid to
3 Participating Class Members as provided for by the Agreement, are fair and reasonable under the
4 facts of this case.

5 The Court hereby grants final approval of attorneys' fees in the amount of \$25,833.33
6 that will be paid as follows: (1) Hyun Legal, APC in the amount of \$12,916.66; and (2) Polaris
7 Law Group in the amount of \$12,916.67.

8 The Court hereby grants final approval of attorneys' costs in the amount of \$ to Class
9 Counsel that will be paid to Polaris Law Group, P.C. in the amount of \$7,261.38.

10 The Court hereby grants final approval of an enhancement award in the amount of
11 \$7,500.00 to Named Plaintiff, in addition to his share of the Settlement Share as a Participating
12 Class Member, for his time and effort serving as the Class Representative.

13 The Court also hereby grants final approval of the PAGA payment in the amount of
14 \$7,750.00 with 75% or \$5,812.50 to be paid to the Labor Workplace Development Agency and
15 25% or \$1,937.50 to be paid to the Aggrieved Employees as the Aggrieved Employee Portion.

16 The Court also hereby approves payment of \$5,250.00 to ILYM Group, Inc., the
17 appointed Settlement Administrator, for the services it has rendered and will render in
18 administering the Settlement as described more fully in the Settlement Agreement.

19 The Court hereby finds that the Class Notice and all related documents have been mailed
20 to all Class Members as previously ordered by the Court, and that such Class Notice fairly and
21 adequately described the terms of the proposed Settlement Agreement, the manner in which
22 Class Members could object to or participate in the Settlement, and the manner in which Class
23 Members could opt out of the Class; was the best notice practicable under the circumstances;
24 was valid, due and sufficient notice to all Class Members; and complied fully with California
25 Rule of Court 3.769, due process and all other applicable laws. The Court further finds that a
26 full and fair opportunity has been afforded to Class Members to participate in the proceedings
27 convened to determine whether the proposed Settlement Agreement should be given final
28 approval. Accordingly, the Court hereby determines that all Class Members who did not file a

1 timely and proper request to be excluded from the Settlement are bound by this Order.

2 The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the
3 Class, Named Plaintiff and Defendant. The Court further finds that the Settlement is the product
4 of good faith, intensive, serious, non-collusive, and arm's-length negotiations between the
5 Parties, is supported by an evidentiary record, experienced and qualified Class Counsel and
6 involvement of an experienced mediator, and all Settlement Class Members, and confers a
7 significant financial benefit to the Class commensurate with the likely recovery if Named
8 Plaintiff prevailed at trial and the risks of continued litigation. The Court further finds that the
9 Settlement Agreement is consistent with public policy, and fully complies with all applicable
10 provisions of law, including the provisions of California Code of Civil Procedure section 382
11 and California Rules of Court, Rule 3.760. The nature of the claims, the strength of Defendant's
12 defenses, the amounts paid under the Settlement, the allocation of settlement proceeds among the
13 Settlement Class Members and the fact that a settlement represents a compromise of the Parties'
14 respective positions rather than the result of a finding of liability at trial all support the Court's
15 decision granting final approval. The following factors also support the decision granting final
16 approval: the risk, expense, complexity and likely duration of further litigation; the risk of
17 attaining and maintaining class action status throughout the proceedings; and the extent of
18 discovery completed and the stage of the proceedings.

19 The reaction of the Class Members to the proposed Settlement further supports the
20 Court's decision granting final approval. There are zero (0) requests for exclusion from the
21 Settlement. Also, there are zero (0) objections submitted to the Settlement.

22 ILYM shall calculate and administer from the Settlement Amount the following, all of
23 which shall be deducted from the \$77,500.00 Gross Settlement Amount: Settlement Shares to be
24 made to the Participating Class Members; Attorney's Fees and Expenses Payment to Class
25 Counsel; and Enhancement Payment to the Named Plaintiff. A total of \$23,905.29 will be
26 distributed to the Settlement Class Members, which the Court hereby fully and finally approves.
27 ILYM is hereby directed to mail the Settlement Shares in envelopes that bear the notation,
28 "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED" and take all other actions

1 in furtherance of the settlement administration as specified in the Settlement Agreement.

2 The releases, waivers and covenants not to sue by the Named Plaintiff, as set forth in the
3 Agreement and in the Class Notice, are approved and are hereby incorporated by reference and
4 made a part of this Order as though fully set forth herein. As more specifically set forth in the
5 Settlement Agreement, by operation of the entry of this Order and Judgment and pursuant to the
6 Settlement, Named Plaintiff waive and release the Released Claims as set forth in the Settlement
7 Agreement, which are barred pursuant to this Order and Judgment.

8 By means of this Final Approval Order, final judgment is entered, as defined in section
9 577 of the California Code of Civil Procedure, binding each Participating Class Member and
10 operating as a full release and discharge of Released Class Claims. All rights to appeal this
11 Order or the Judgment have been waived except as specifically permitted in the Agreement.

12 Nothing in this Order and Judgment shall preclude any action to enforce the Parties'
13 obligations under the Settlement or under this Order.

14 Participating Class Members shall have one-hundred eighty (180) days from the date of
15 issuance of the check to negotiate the check. If (i) any of the class members are current
16 employees of the defendant, (ii) the distribution mailed to those employees is returned to the
17 administrator as being undeliverable, and (iii) the administrator is unable to locate a valid
18 mailing address, the administrator shall arrange with the defendant to have those distributions
19 delivered to the employees at their place of employment.

20 The funds from any checks returned as undeliverable, and any checks not negotiated
21 within 180 days, shall be transmitted California State Controller's office in the name of the class
22 member.

23 A compliance hearing is set for 8:30 a.m. on _____, for a Nonappearance
24 Hearing in Department 1 of the above-referenced Court. At least five (5) court days prior to the
25 compliance hearing, the Settlement Administrator will provide declaration to the Court that shall
26 describes (i) the date the checks were mailed, (ii) the total number of checks mailed to class
27 members, (iii) the average amount of those checks, (iv) the number of checks that remain
28 uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the uncashed

1 checks, and (vii) the nature and date of the disposition of those unclaimed funds.

2 Without affecting the finality of the Judgment in any way, the Court reserves exclusive
3 and continuing jurisdiction over the action and the Parties for purposes of supervising the
4 implementation, enforcement, construction, administration and effectuation of the Settlement
5 Agreement.

6 The Parties and ILYM are hereby ordered to implement and comply with the terms of the
7 Settlement Agreement. Notice of entry of this Order and Judgment shall be given by Class
8 Counsel on behalf of Named Plaintiff and all Settlement Class Members by posting a copy on the
9 Settlement Administrator's website. ILYM will provide the following notation on check stubs
10 mailed to class members "The Judgment was entered on _____ and you can
11 view a copy of the judgment at [https://www.phoenixclassaction.com/class-action-](https://www.phoenixclassaction.com/class-action-lawsuits/judgments/)
12 [lawsuits/judgments/](https://www.phoenixclassaction.com/class-action-lawsuits/judgments/)".

13 IT IS SO ORDERED AND ADJUDGED.

14
15
16 DATED: _____

Honorable Harold W. Hopp
Judge of the Superior Court