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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES**

14 CHRISTOPHER VELASCO BRIENO,
15 individually and on behalf of others similarly
16 situated,

17 Plaintiff,

18 vs.

19 DUGGAN & ASSOCIATES, INC., a
20 California corporation; and DOES 1 through
21 50, inclusive,

22 Defendants.

Case No.: 20STCV11745

*Assigned for all purposes to: Hon. Amy D.
Hogue, Dept. 7*

23 **NOTICE OF ENTRY OF FINAL ORDER**
24 **AND JUDGMENT**

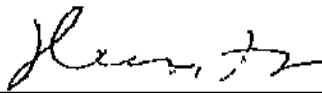
25 Complaint Filed: March 24, 2020
26 Trial: None Set

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

2 PLEASE TAKE NOTICE that on February 23, 2022, the Honorable Amy D. Hogue, in
3 Department 7 in the above-entitled Court, located at 312 N. Spring Street, Los Angeles, California
4 90012, executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit A** is a true
5 and correct copy of the Final Order and Judgment which was executed and filed on February 23,
6 2022.

7
8 Dated: February 28, 2022

PROTECTION LAW GROUP, LLP

9
10 By: 

11 Heather Davis
12 Amir Nayebdadash
13 *Attorneys for Plaintiffs*
14 CHRISTOPHER VELASCO BRISENO
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EXHIBIT A

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7 Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles

02/23/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: A. Morales Deputy

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

11 CHRISTOPHER VELASCO BRISENO,
12 individually and on behalf of others similarly
13 situated,

14 Plaintiff,

15 vs.

16 DUGGAN & ASSOCIATES, INC., a
17 California Corporation; and DOES 1 through
18 50 inclusive,

19 Defendants.

Case No. 20STCV11745

*Assigned for all purposes to the Hon. Amy D.
Hogue, Dept. 7*

~~PROPOSED~~ **FINAL ORDER AND
JUDGMENT**

Hearing Date: February 23, 2022
Hearing Time: 11:00 a.m.
Department: 7

Complaint Filed: 3/24/20
Trial Date: None

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~~PROPOSED~~ **FINAL ORDER AND JUDGMENT**

Electronically Received 02/16/2022 03:14 PM

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

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 for a hearing and Final Order Approving Class and Representative Settlement and Judgment
4 (“Final Order”), consistent with the Court’s Preliminary Approval Order (“Preliminary Approval
5 Order”), filed and entered on October 13, 2021, and as set forth in the Joint Stipulation and
6 Settlement of Class, Collective, and Representative Action and Amendments thereto
7 (“Agreement” or “Settlement”), and due and adequate notice having been given to all Class
8 Members as required in the Preliminary Approval Order, and the Court having considered all
9 papers filed and proceedings had herein and otherwise being fully informed and good cause
10 appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

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

12 2. Consistent with the definitions provided in the Agreement, the term “Class” and
13 “Class Members” shall mean the following: “All current and former non-exempt employees
14 employed by Defendant Duggan & Associates, Inc. (“Defendant”) in the State of California, at
15 any time between March 24, 2016, and October 13, 2021.”

16 3. This Court has jurisdiction over the subject matter of this Action and over all Parties
17 to this Action, including all Class Members.

18 4. Distribution of the Notice directed to the Class Members as set forth in the
19 Agreement and the other matters set forth therein has been completed in conformity with the
20 Preliminary Approval Order, including individual notice to all Class Members who could be
21 identified through reasonable effort, and the best notice practicable under the circumstances. The
22 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
23 including the proposed Settlement set forth in the Agreement, to all persons entitled to such Notice,
24 and the Notice fully satisfied the requirements of due process. All Class Members and all Released
25 Claims are covered by and included within the Settlement and this Final Order.

26 5. The Court hereby finds the Settlement was entered into in good faith pursuant to
27 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
28 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the

standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

6. The Court hereby approves the settlement set forth in the Agreement and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified as a class for settlement purposes only.

7. Following the Effective Date, and upon Defendant fully funding the Class Settlement Amount, all Class Members shall fully and finally release Duggan & Associates, Inc., as named by Plaintiff in the Operative Complaint, as amended, and its past, present and/or future, direct and/or indirect, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Defendant or any of its parents), divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, any entity with potential joint liability, employee benefit plans and fiduciaries thereof, and all of their respective employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns (the "Released Parties") from any and all any and all claims, wage and hour claims, rights, demands, liabilities and causes of action of any nature or description arising from the facts and claims asserted in the operative complaint and/or that could have been asserted based on the facts alleged in the operative complaint against Defendant, including without limitation, statutory, constitutional, contractual or common law

1 claims for wages, damages, unpaid costs, penalties, liquidated damages, interest, attorneys' fees,
2 litigation costs, restitution, equitable relief or other relief under Business & Professions Code §
3 17200, et seq., based on the following categories: (a) any and all claims involving any alleged
4 failure to pay the minimum wages required by state or federal law, including prevailing wages; (b)
5 any and all claims arising under state or federal law involving any alleged failure to pay for all
6 hours worked, including but not limited to any claim for minimum, straight time, overtime, or
7 double time wages; (c) any and all claims arising under state or federal law involving any alleged
8 failure to pay straight time, overtime or double time wages, including but not limited to any claim
9 involving "off the clock" work, and any claim involving Defendant's workday or workweek, and
10 any claim involving failure to include shift differentials, bonuses, other incentive pay, or
11 compensation of any kind in the "regular rate" of pay; (d) any and all claims arising under state or
12 federal law involving any alleged failure to properly provide meal periods and/or authorize and
13 permit rest periods, to permit premiums for missed, late, short or interrupted meal and/or rest
14 periods, or to pay such premiums at the regular rate of compensation required by Labor Code §
15 226.7; (e) any and all claims involving any alleged failure to keep accurate records or to issue
16 proper wage statements; (f) any and all claims involving any alleged failure to timely pay wages,
17 including but not limited to any claim that Defendant violated Labor Code §§ 201 or 202, and any
18 claim for waiting time penalties under Labor Code § 203; (g) any and all claims arising under
19 federal, state or local law involving any alleged failure to reimburse for necessary business
20 expenses, including under Labor Code §§ 2800 or 2802; (h) any and all claims for unfair business
21 practices in violation of Business and Professions Code sections 17200, et seq.; and (i) any and all
22 penalties pursuant to the Private Attorneys General Act ("PAGA") of 2004 that could have arisen
23 based on the facts alleged in both the PAGA Letter sent to the Labor and Workforce Development
24 Agency on March 4, 2020, and subsequently alleged in the operative complaint. The Released
25 Claims include all such claims arising under the California Labor Code (including, but not limited
26 to, sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3,
27 246, 256, 510, 511, 512, 516, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1,
28 1197.2, 1198, 1199, 1770 et seq., 2800, 2802, 2810.5, 2698 et seq., and 2699 et. seq.); the Wage

1 Orders of the California Industrial Welfare Commission; California Business and Professions
2 Code section 17200 et seq.; the California Civil Code, to include but not be limited to claims under
3 §§ 3336; the California common law of contract; the Fair Labor Standards Act (“FLSA”), 29
4 U.S.C. § 201 et seq.; and federal common law (the “Released Claims”). This release of the
5 “Released Claims” shall be applicable for claims that arose between March 24, 2016, and October
6 13, 2021 (the “Class Period.”).

7 8. Participating Class Members who negotiate or otherwise deposit their Settlement
8 Payment Check will be deemed to have opted into the Action for purposes of the Fair Labor
9 Standards Act (“FLSA”) and as to those Class Members they expressly waive and release any
10 FLSA claims, whether known or unknown, arising during the Class Period and reasonably related
11 to the claims and allegations in the Operative Complaint, as amended.

12 9. No Class Member objected to the terms of the proposed settlement.

13 10. No Class Member, requested to be excluded from the terms of the settlement (i.e.
14 “opted out.”) Accordingly, all Class Members are bound by this Final Order and Judgment.

15 11. The Court finds the settlement payments provided for under the Agreement to be
16 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement the
17 Court orders Defendant to fund the Class Settlement Amount within 14 days of the date of this
18 order to provide payments for the class members individual settlement payments, a class
19 representative incentive payment for Plaintiff Briseno, Class Counsel’s attorney fees and costs, the
20 Settlement Administrator’s fees and expenses, and penalties to the California Labor and Workforce
21 Development Agency pursuant to Labor Code Section 2698 et seq. The calculations and the
22 payments shall be made administered in accordance with the terms of the Agreement.

23 12. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
24 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys’ fees in the amount
25 of \$250,800.00 (33% of the Class Settlement Amount) and litigation costs in the amount of
26 \$12,040.67 from the Class Settlement Amount as final payment for and complete satisfaction of
27 any and all attorneys’ fees and costs incurred by and/or owed to Class Counsel and any other
28 person or entity related to the Action. The Court further orders that the award of attorneys’ fees

1 and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement.

2 13. The Court hereby approves and orders a Class Representative Incentive Payment
3 of \$5,000.00 to Plaintiff Christopher Velasco Briseno from the Class Settlement Amount in
4 accordance with the terms of the Agreement.

5 14. The Court approves and orders the payment in the amount of \$37,500 (75% of
6 \$50,000) from the Class Settlement Amount to the California Labor Workforce Development
7 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The
8 remaining \$12,500 (25% of \$50,000) shall be distributed to the PAGA Members as set forth in the
9 Agreement.

10 15. The Court also hereby approves and orders payment from the Class Settlement
11 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
12 ILYM Group, Inc., in the amount of \$20,000.

13 16. The Court hereby approves and orders payment of individual settlement payments
14 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

15 17. The Court also hereby approves and orders that any checks distributed from the
16 Class Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
17 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
18 California State Controller's Office and held in trust for such Class Members pursuant to
19 California Unclaimed Property Law, Civil Code Section 1500 et seq.

20 18. Provided the Settlement becomes effective under the terms of the Agreement, the
21 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
22 payments, attorneys' fees and costs, and Enhancement Award is as set forth in the Agreement.

23 19. Neither the Settlement nor any of the terms set forth in the Agreement is an
24 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
25 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
26 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,
27 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an
28 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing

1 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
2 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
3 an admission or concession with regard to the denials or defenses by Defendant, or any of the other
4 Released Parties, and shall not be offered in evidence in any action or proceeding in any court,
5 administrative agency or other tribunal for any purpose whatsoever other than to enforce the
6 provisions of this Final Order, the Agreement, the Released Claims, or any related agreement or
7 release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or
8 submit in any other proceeding, the Final Order, the Agreement, and any other papers and records
9 on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral*
10 *estoppel*, release, or other theory of claim or issue preclusion or similar defense as to the Released
11 Claims.

12 20. Without affecting the finality of this Judgment, the Court shall retain continuing
13 jurisdiction over this action and the parties, including all Class Members, and over all matters
14 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
15 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
16 as provided to the contrary herein, any disputes or controversies arising with or with respect to the
17 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court
18 for resolution

19 21. A non-appearance case review regarding the filing of a final report on the
20 disbursement of settlement payments is set for 10/19/2022, at 10:00 a.m./~~p.m.~~
21 Final Report shall be filed 5 court days prior to the Non-Appearance Case Review Hearing.

22 **IT IS SO ORDERED.**

23 Dated: 02/23/2022



24 By: **Amy D. Hogue**
25 JUDGE OF THE SUPERIOR COURT
26 Amy D. Hogue / Judge
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