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10 and all others similarly situated

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

14 Coordination Proceeding Special Title
15 (Rule 3.550)

16 **CR&R WAGE & HOUR CASES**

17 Coordinated Actions:

18 Daniel Gonzalez v. CR&R Incorporated, et al.

19 Juan Gomez-Luna v. CR&R Incorporated, et al.

20 Ian Watts v. CR&R Incorporated, et al.

CASE NO.: JCCP5145

[Assigned for All Purposes to Hon. Harold W.
Hopp - Dept. 1]

**[REVISED PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT AWARDS**

DATE: April 17, 2025
TIME: 8:30 a.m.
DEPT: 1

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 28 2025

E. Escobedo

SM2

APR 29 2025

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24 Attorneys for Plaintiff,

25 IAN WATTS, on behalf of himself ad all others
26 similarly situated

1 This matter having come before the Court for the final fairness hearing of the class and
2 representative action settlement between Plaintiffs Daniel Gonzalez, Juan Gomez-Luna and Ian Watts
3 ("Plaintiffs") and Defendant CR&R Incorporated ("Defendant") upon the terms set forth in the Joint
4 Stipulation of Class Action and PAGA Settlement release ("Settlement Agreement") submitted in
5 support of Motion for Preliminary Approval of Class Settlement; and due and adequate notice having
6 been given to the Class Members as required in Preliminary Approval Order and the Court having
7 considered all papers filed and proceedings had herein and otherwise being fully informed and good
8 cause appearing therefor, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**
9

10 1. The Motion for Final Approval of Class Action Settlement, Enhancement Awards
11 and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

12 2. All terms used herein shall have the same meaning as defined in the Settlement
13 Agreement.

14 3. This Court has jurisdiction over the subject matter of this litigation and over all
15 Parties to this litigation, including all Class Members.

16 4. Distribution of the Notice of Class Action Settlement ("Class Notice"), Objection Form
17 ("Objection") and Request for Exclusion ("Opt-Out") (Class Notice, Objection and Opt-Out
18 collectively will be referred as the "Notice Packet") directed to the Class Members as set forth in the
19 Settlement Agreement and the other matters set forth herein have been completed in conformity with
20 the Preliminary Approval Order, including individual notice to all Class Members who could be
21 identified through reasonable effort, and was the best notice practicable under the circumstances. The
22 Class Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
23 including the proposed class settlement set forth in the Settlement Agreement, to all persons entitled to
24 such Class Notice, and the Class Notice fully satisfied the requirement of due process.
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1 5. Two Class Members, Shawn Luna and Perceo Salinas Neri submitted Opt-Outs and
2 three Class Members submitted objection forms but did provide any basis for their objections.
3 Furthermore, the Settlement Administrator attempted to contact the three Class Members who
4 submitted objection forms to get more information, but the Class Members did not respond to the
5 Settlement Administrator, nor did they appear at the Final Approval hearing. Accordingly, the Court
6 overrules the objections.

7
8 6. The Court further finds that the settlement is fair, reasonable and adequate and that
9 plaintiffs have satisfied the standards and applicable requirements for final approval of class action
10 settlement under California law, including the provisions of California Code of Civil Procedure §382
11 and Federal Rules of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
12 *Superior Court* (1971) 4 Cal.3d 800, 821.

13 7. This Court hereby approves the class and PAGA settlement set forth in the Settlement
14 Agreement and finds that the settlement is, in all respects, fair, adequate and reasonable and directs the
15 parties to effectuate the settlement according to its terms. The Court finds that the settlement has been
16 reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further
17 finds that the parties have conducted extensive and costly investigation and research and counsel for
18 the parties are able to reasonably evaluate their respective positions. The Court also finds that
19 settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that
20 would be presented by the further prosecution of the action. The Court has noted the significant
21 benefits to the Class Members and Allegedly Aggrieved Employees under the settlement. The Court
22 also finds that the class is properly certified as a class for settlement purposes only.

23
24 8. For settlement purposes only, the Court certifies the following class: All current and
25 former non-exempt employees who worked for Defendant in California between March 17, 2019 and
26 January 14, 2025.
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1 9. For settlement purposes, Allegedly Aggrieved Employees are defined as: All current
2 and former non-exempt employees who worked for Defendant in California between March 17, 2019
3 and January 14, 2025.

4 10. Class Members, except those that have submitted a valid and timely request to be
5 excluded from the Settlement Agreement, release Defendant and all of its officers, directors,
6 employees, and agents ("Released Parties"), upon funding of the Gross Settlement Amount, from all
7 claims under state, federal and local law, whether statutory, common law or administrative law, based
8 on the factual allegations set forth in the operative complaint based on the factual allegations therein,
9 including but not limited to claims for Failure to Pay Minimum Wages; Failure Pay Overtime Owed;
10 Failure to Provide Lawful Meal Periods; Failure to Authorize and Permit Rest Periods; Failure to
11 Timely Pay Wages During Employment; Failure to Timely Pay Wages Owed Upon Separation from
12 Employment; Failure to Reimburse Necessary Expenses; Knowing and Intentional Failure to Comply
13 with Itemized Wage Statement Provisions that arose during the Class Period ("Class Released
14 Claims").
15

16 11. Allegedly Aggrieved Employees, under *Arias v. Superior Court* (2009) 46 Cal.4th 969,
17 bind anyone who would have been bound if the Action were brought by the State of California
18 (including non-party Allegedly Aggrieved Employees) and thus will effectively fully and finally
19 release and discharge the federal and local law, whether statutory, common law or administrative law,
20 based on the factual allegations set forth in the operative complaint in the Action based on the factual
21 allegations therein, including but not limited to claims for Failure to Pay Minimum Wages; Failure
22 Pay Overtime Owed; Failure to Provide Lawful Meal Periods; Failure to Authorize and Permit Rest
23 Periods; Failure to Timely Pay Wages Owed During Employment; Failure to Pay Wages Owed Upon
24 Separation from Employment; Failure to Reimburse Necessary Expenses; Knowing and Intentional
25 Failure to Comply with Itemized Wage Statement Provisions that arose during the PAGA Period
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1 ("PAGA Released Claims").

2 12. Nothing contained in the class action and PAGA settlement set forth in the Settlement
3 Agreement, nor is this Order a finding of liability of any of the claims or allegations asserted in the Action or of
4 any wrongdoing by Defendant or any of the other Released Parties. Furthermore, neither this Order, the
5 Settlement Agreement nor any document referred to herein, nor any action taken to carry out this settlement
6 shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
7 Defendant or any of the Released Parties. Each of the parties has entered into this Settlement Agreement with
8 the intention to avoid further disputes and litigation, and the attendant inconvenience and expense. This
9 Settlement Agreement shall be inadmissible in evidence in any action or proceeding, except an action or
10 proceeding to approve, interpret, or enforce its terms.
11

12 13. The Court finds that the "Gross Settlement Amount" in the amount of \$6,500,000,
13 Court approved attorneys' fees and costs, the settlement administration costs, the class representatives'
14 enhancement payments, PAGA settlement amount, and net settlement amount, the methodology used
15 to calculate and pay each participating Class Member's and Allegedly Aggrieved Employee's
16 respective shares of the class fund and PAGA fund, are fair and reasonable, and authorizes the
17 Settlement Administrator to remit these payments in accordance with the terms of the Settlement
18 Agreement. Defendant shall fund the employer's share of payroll taxes in addition to the Gross
19 Settlement Amount. The payment of the settlement funds by Defendant will be made as set forth in
20 the Settlement Agreement.
21

22 14. The Court finds that the Settlement Agreement meets all of the requirements for
23 approval of a settlement under PAGA, including the notice of Settlement having been properly
24 provided to the California Labor and Workforce Development Agency ("LWDA"). The Court finds
25 that the LWDA has not objected to, and is deemed to have approved the terms of the Settlement
26 Agreement. The Court finds and determines that the PAGA Settlement Amount to be paid to the
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1 LWDA and Allegedly Aggrieved Employees in the amount of \$200,000 is fair and reasonable. The
2 Court hereby gives final approval and orders Seventy-Five Percent (75%) of the PAGA settlement
3 amount in the amount of \$150,000 to be paid by the Settlement Administrator directly to the LWDA
4 in accordance with the terms of the Settlement Agreement and the remaining Twenty-Five Percent
5 (25%) of the PAGA settlement amount in the amount of \$50,000 to be disbursed by the Settlement
6 Administrator to Allegedly Aggrieved Employees in accordance with the terms of the Settlement
7 Agreement.
8

9 15. The Court hereby awards Class Counsel attorneys' fees in the total amount of
10 \$2,166,666.67 which is approximately one-third of the Gross Settlement Amount and to be deducted
11 therefrom which will be distributed as follows: 42.5% to The Nourmand Law Firm, APC; 42.5% to
12 Bradley/Grombacher LLP and Law Offices of Sahag Majarian II; and 15% to James Hawkins APLC.
13 In addition, the Court awards Class Counsel reimbursement of their costs of \$40,395.11 to be
14 deducted from the Gross Settlement Amount and distributed as follows: \$20,569.03 to
15 Bradley/Grombacher LLP; \$17,234.88 to The Nourmand Law Firm, APC; and \$2,591.20 to James
16 Hawkins APLC. Attorneys' fees and costs will be paid by the Settlement Administrator from the
17 Gross Settlement Amount as set forth in the Settlement Agreement.
18

19 16. The Court hereby approves an enhancement fee of \$10,000 each to Daniel Gonzalez,
20 Juna Gomez-Luna and Ian Watts for a total of \$30,000 in enhancement awards. Payment for the
21 enhancement fees will be paid by the Settlement Administrator from the Gross Settlement Amount as
22 set forth in the Settlement Agreement.
23

24 17. The Court hereby approves the settlement administrator's fees and cost in the amount
25 of \$23,850. The settlement administrator, ILYM Group, Inc., shall be paid the cost of administration
26 of the settlement from the Gross Settlement Amount.
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1 18. The Court approves the named plaintiffs, Daniel Gonzalez, Juan Gomez-Luna and Ian
2 Watts as class representatives.

3 19. The Court approves The Nourmand Law Firm, APC, Bradley/Grombacher LLP, Law
4 Offices of Sahag Majarian II, and James Hawkins APLC as class counsel.

5 20. The Court approves ILYM Group, Inc. as the Settlement Administrator.

6 21. Upon completion of the administration of the settlement, the Settlement Administrator
7 shall execute a declaration with a final reporting with respect to the final distribution and payment of
8 the individual settlement payments to participating Class Members and Allegedly Aggrieved
9 Employees. A non-appearance case review regarding the status of the declaration from the settlement
10 administrator is set for **January 16, 2026** at 8:30 a.m./p.m. in Department 1 of the above-entitled
11 Court.
12

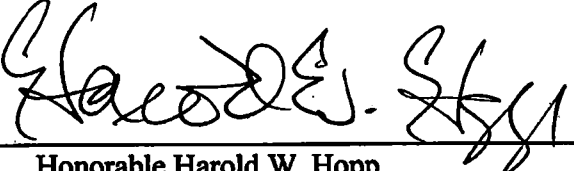
13
14 22. The Court finds that class and PAGA settlement on the terms set forth in the
15 Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate
16 compromise of the released claims against Defendant.

17 23. The Court finds the class and PAGA settlement on the terms set forth in the
18 Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate
19 compromise of the released claims against Defendant. Without affecting the finality of the Judgment
20 in any way, this Court hereby retains continuing jurisdiction over the interpretation, implementation
21 and enforcement of the settlement and all orders and judgments entered in connection therewith.

22 24. Class Counsel shall submit a copy of the Final Order and Judgment to the LWDA
23 within ten (10) days after entry of this Order and the Judgment in accordance with California Labor
24 Code section 2699(l)(3).

25 **IT IS SO ORDERED.**

26 DATED: April 24, 2025

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Honorable Harold W. Hopp