

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiff Vernell Battle, Jr.
2. Title of the proposed order:
Proposed Order Granting Final Approval of Class and PAGA Action Settlement and Entering Judgment
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion
 - b. Date and time: June 1, 2023; 2:00 p.m.
 - c. Place: CX 101
4. The proposed order was served on the other parties in the case.


(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

VERNELL BATTLE, JR. v. SAFRAN CABIN, INC.

CASE NUMBER:

30-2020-01140831

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

b. My electronic service address is (*specify*):

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

b. To (*electronic service address of person served*):

c. On (*date*):

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

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SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

VERNELL BATTLE, JR., on behalf of himself
and other similarly-situated employees,

Plaintiff,

vs.

SAFRAN CABIN, INC., a Delaware
Corporation; and DOES 1 through 25, inclusive,

Defendants.

CASE NO. 30-2020-01140831-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Peter J. Wilson
Department CX 101

CLASS ACTION

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

**Hearing Set by Court
(01/10/2023 Order - ROA #211)**

Date: June 1, 2023

Time: 2:00 p.m.

Dept: CX 101

Judge: Hon. Peter J. Wilson

Complaint filed: May 26, 2020

Trial date: Not set

1 This matter came on for hearing on June 1, 2023 in Department CX-101 of the above-
2 captioned Court on Plaintiff's Motion for Order Granting Final Approval of Class and PAGA Action
3 Settlement and Entering Judgment ("Motion") pursuant to California Rule of Court 3.769, the Court's
4 Order Granting Preliminary Approval of Class and PAGA Action Settlement (ROA #211), and the
5 Joint Stipulation of Class Action and PAGA Settlement and Release filed as Exhibit A to the
6 Declaration of Isam C. Khoury on August 8, 2022 (ROA #140) and the Addendum to Joint Stipulation
7 of Class Action and PAGA Settlement and Release filed as Exhibit B to the Supplemental Declaration
8 of Isam C. Khoury on December 22, 2022 (ROA #191) (collectively, "Agreement").

9 Having received and considered the Agreement, the supporting papers filed by the Parties,
10 and the evidence and argument received by the Court in conjunction with the Motion for Preliminary
11 Approval of Class Action Settlement, and the supporting papers, and evidence and argument received
12 by the Court in conjunction with the Motion for Order Granting Final Approval of Class and PAGA
13 Action Settlement and Entering Judgment, the Court grants final approval of the Settlement and
14 ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

15 1. Pursuant to the Preliminary Approval Order dated January 10, 2023, a Notice of Class
16 Action Settlement ("Settlement Notice"), in English, Spanish and Vietnamese, was sent to each Class
17 Member by first-class United States mail on March 23, 2023 (due to a delay caused by data
18 discrepancies and corrections). The Settlement Notice informed the Class of the terms of the
19 Settlement, their right to receive a Settlement Payment without any required action, their right to
20 comment upon or object to the Settlement, and their right to appear in person or by counsel at the final
21 approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time were
22 provided for each of these procedures.

23 2. Pursuant to Order of the Court dated April 26, 2023, the Settlement Administrator
24 mailed a correction notice to 239 individuals who were incorrectly included on the Class List and had
25 received Settlement Notices.

26 3. No member submitted a written objection to the proposed Settlement as part of this
27 notice process or stated an intention to appear at the final approval hearing.

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1 4. One (1) member of the Class filed a request to be excluded from the Settlement: Arvin
2 Nguyen.

3 5. The Court finds and determines this notice procedure afforded adequate protections to
4 the Class and provides the basis for the Court to make an informed decision regarding approval of the
5 Settlement based on the responses of the Class. The Court finds and determines the notice provided in
6 this case was the best notice practicable, which satisfies the requirements of law and due process.

7 6. With respect to the Class and for purposes of approving this Settlement only, this
8 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous that
9 joinder of all members is impracticable; (b) there are questions of law or fact common to the Class, and
10 there is a well-defined community of interest among members of the Class with respect to the subject
11 matter of the Action; (c) the claims of the Class Representative are typical of the claims of the members
12 of the Class; (d) the Class Representative has fairly and adequately protected the interests of the
13 members of the Class; (e) a class action is superior to other available methods for an efficient
14 adjudication of this controversy; and (f) the counsel of record for Plaintiff, the Class Representative,
15 i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in his individual and representative
16 capacity for the Class.

17 7. The Court confirms certification, for settlement purposes only, of the Class: “All
18 individuals employed by Defendant in the State of California as hourly non-exempt employees at any
19 time from May 26, 2016 through January 29, 2022.”

20 8. For settlement purposes, PAGA Members are defined as: “All individuals employed
21 by Defendant in the State of California as hourly non-exempt employees at any time from April 28,
22 2019 through January 29, 2022.”

23 9. The Court finds and determines the terms set forth in the Agreement are fair,
24 reasonable, and adequate and, having found that the Settlement was reached as a result of informed and
25 non-collusive arms’-length negotiations facilitated by a neutral and experienced mediator, directs the
26 Parties to effectuate the Settlement according to the terms set forth in the Agreement. The Court further
27 finds the Parties conducted extensive investigation, research, and formal and informal discovery, and
28 that their attorneys were able to reasonably evaluate their respective positions. The Court also finds

1 that Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as
2 well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the
3 monetary recovery and recognizes the significant value provided to the Class.

4 10. The Court further finds and determines that the terms of the Settlement are fair,
5 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered
6 finally approved, and that all terms and provisions of the Agreement should be and are ordered to be
7 consummated.

8 11. The Court finds and determines that the Settlement Payments to be paid to
9 Participating Class Members as provided for by the Settlement are fair and reasonable. The Court grants
10 final approval to and orders the payment of those amounts be made to the Participating Class Members
11 in accordance with the Agreement.

12 12. The Court finds and determines that the fees and expenses in administering the
13 Settlement incurred by Simpluris, Inc. in the amount of \$19,075.00 are fair and reasonable. The Court
14 grants final approval to and orders that the payment of that amount in accordance with the Agreement.

15 13. The Court finds and determines the Class Representative Service Payment of
16 \$7,500.00 to Plaintiff Vernell Battle, Jr. is fair and reasonable. The Court orders the Administrator to
17 make this payment to the Plaintiff Vernell Battle, Jr. in accordance with the terms of the Agreement.

18 14. The Court finds and determines the PAGA Payment in the amount of \$187,500.00 to
19 be paid to the California Labor and Workforce Development Agency ("LWDA") representing the 75%
20 share of the \$250,000.00 for civil penalties is fair, adequate and reasonable. The Court grants final
21 approval to and orders that amount be paid in accordance with the Agreement.

22 15. Pursuant to the terms of the Agreement, and the authorities, evidence and argument
23 submitted by Class Counsel, the Court awards Class Counsel attorneys' fees of \$1,472,850.00 and
24 litigation costs of \$15,956.37. The Court finds such amounts to be fair and reasonable. The Court orders
25 the Administrator to make these payments in accordance with the terms of the Agreement.

26 16. Without affecting the finality of this Order or the entry of judgment in any way, the
27 Court retains jurisdiction of all matters relating to the interpretation, administration, implementation,
28 effectuation, and enforcement of this Order and the Agreement.

1 17. Neither Defendant nor any related persons or entities shall have any further liability
2 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
3 provided for by the Agreement.

4 18. The Settlement is not an admission of liability by Defendant or any of the other
5 Released Parties, nor is this Judgment a finding any claims in the Actions against Defendant or any of
6 the other Released Parties is valid. Neither this Judgment, nor the Settlement, may be construed as, or
7 used as an admission of any fault, wrongdoing or liability whatsoever by Defendant or any Released
8 Party. The entering into or carrying out of the Settlement, and any related negotiations, shall not be
9 offered in evidence against Defendant or any Released Party in any action or proceeding in any court,
10 administrative agency or other tribunal for any purpose other than to enforce this Judgment, the
11 Settlement, or any related agreement or release. Notwithstanding these restrictions, any Released Party
12 may file in the Action or any other proceeding, this Judgment, the Settlement, or any other papers on
13 file in the Action as evidence of the Settlement and to support a defense of res judicata, collateral
14 estoppel, release, waiver or other theory of claim preclusion, issue preclusion or similar defense to the
15 released claims.

16 19. Nothing in this Order shall preclude any action to enforce the Parties' obligations
17 under the Agreement or this Order, including the requirement Defendant make payments to the
18 Participating Class Members in accordance with the Settlement.

19 20. The Parties will bear their own costs and attorneys' fees except as otherwise provided
20 by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.

21 21. The Court enters final judgment in accordance with the terms of the Agreement, the
22 Court's Preliminary Approval Order, and this Order.

23 22. The Court orders the Settlement Administrator to post this Order and the Judgment on
24 its website: <https://www.simpluris.com/case-search/>. The Order is to remain on the website until after
25 the Final Accounting Hearing, and the Judgment is to remain on the website for 90 days after its entry.

26 23. Pursuant to Labor Code section 2699(1)(3), Plaintiff shall submit a copy of this Order
27 and Judgment to the California Labor and Workforce Development Agency within 10 days after entry
28 of the Judgment.

1 24. The Court sets a Final Accounting hearing for April 5, 2024 at 9:00 a.m. in Department
2 CX-101. A final accounting declaration/report shall be filed no later than ten (10) calendar days prior
3 to the hearing to confirm that settlement distribution efforts are complete.

4 25. Assuming full compliance with the Agreement and this Order by the final accounting
5 hearing, the Court will enter a final Judgment after the final accounting hearing.

6 26. The Judgment once entered shall constitute a judgment for purposes of California
7 Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment
8 shall be entered within the meaning and for purposes of Code of Civil Procedure §§ 577 and 904.1(a),
9 and the Plaintiff/Class Representative and all Class Members shall take nothing from Defendant
10 Safran Cabin, Inc. except as expressly set forth in the Agreement.

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12 IT IS SO ORDERED.

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14 Date: _____

15 Hon. Peter J. Wilson
16 Judge of the Superior Court
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