

Edwin Aiwarzian (SBN 232943)
Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

EARL URIZAR, individually, and on behalf of
other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

v.

INLAND KENWORTH US INC., an unknown
business entity; and DOES 1 through 100,
inclusive,
Defendants.

Case No.: 20STCV30676

Honorable Kenneth R. Freeman
Department SSC14

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: March 29, 2022
Time: 11:00 a.m.
Department: SSC14

Complaint Filed: August 12, 2020
Trial Date: None Set

1 This matter has come before the Honorable Kenneth R. Freeman in Department SSC14 of
2 the above-entitled Court, located at 312 N Spring Street, Los Angeles, California 90012, on
3 Plaintiff Earl Urizar's ("Plaintiff") Motion for Final Approval of Class Action Settlement,
4 Attorneys' Fees, Costs, and Enhancement Payment ("Motion for Final Approval"). Lawyers *for*
5 Justice, PC appeared on behalf of Plaintiff, and Landegger, Rivas, Verano & Davis appeared on
6 behalf of Defendant Inland Kenworth US Inc. ("Defendant").

7 On October 14, 2021, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
9 of the above-entitled action ("Action") in accordance with First Amended Stipulation of Class and
10 PAGA Stipulation ("Settlement," "Agreement," or "Settlement Agreement"), which, together with
11 the exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

12 Having reviewed the Settlement Agreement and duly considered the parties' papers and
13 oral argument, and good cause appearing,

14 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

15 1. All terms used herein shall have the same meaning as defined in the Settlement
16 Agreement and the Preliminary Approval Order.

17 2. This Court has jurisdiction over the claims of the Class Members asserted in this
18 proceeding and over all parties to the Action.

19 3. The Court finds that the applicable requirements of California Code of Civil
20 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
21 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
22 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
23 hereby defined to include:

24 All current and former hourly-paid, non-exempt employees who worked for
25 Defendant at any time from August 12, 2016 through March 1, 2021 ("Class"
26 or "Class Members").

27 4. The Notice of Class Action Settlement ("Notice") that was provided to the Class
28 Members, fully and accurately informed the Class Members of all material elements of the

1 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
2 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
3 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
4 California, the United States Constitution, due process and other applicable law. The Notice fairly
5 and adequately described the Settlement and provided the Class Members with adequate
6 instructions and a variety of means to obtain additional information.

7 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
8 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
9 specifically, the Court finds that the Settlement was reached following meaningful discovery and
10 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
11 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
12 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
13 Court has considered all of the evidence presented, including evidence regarding the strength of
14 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
15 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
16 completed; and the experience and views of Class Counsel. The Court has further considered the
17 absence of objections to and requests for exclusion from the Settlement submitted by Class
18 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance
19 with the Settlement Agreement and the following terms and conditions.

20 6. A full opportunity has been afforded to the Class Members to participate in the
21 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
22 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
23 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
24 validly opt out of the Class Released Claims under the Settlement (“Settlement Class Members”)
25 are bound by this Final Approval Order and Judgment. Nevertheless, all Class Members employed
26 by Defendant at any time during the time period from May 29, 2019 through March 1, 2021
27 (“PAGA Employees”) (including those who opted out of the Settlement) will be bound by the
28 release of the PAGA Released Claims for claims for civil penalties pursuant to the California Labor

1 Code Private Attorneys General Act during the PAGA Period and shall be issued an Individual
2 PAGA Payment.

3 7. The Court finds that payment of Settlement Administration Costs in the amount of
4 \$11,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
5 notice and settlement administration process. It is hereby ordered that the Settlement
6 Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount of
7 \$11,000.00, in accordance with the terms and methodology set forth in Settlement Agreement.

8 8. The Court finds that the Enhancement Payment sought is fair and reasonable for
9 the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
10 Administrator issue payment in the amount of \$7,500.00 to Plaintiff Earl Urizar for his
11 Enhancement Payment, according to the terms and methodology set forth in the Settlement
12 Agreement.

13 9. The Court finds that the allocation of \$100,000.00 toward penalties under the
14 California Private Attorneys General Act of 2004 (“PAGA Amount”), is fair, reasonable, and
15 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
16 Amount as follows: the amount of \$75,000.00 to the California Labor and Workforce Development
17 Agency, and the amount of \$25,000.00 to be distributed to PAGA Employees, according to the
18 terms and methodology set forth in the Settlement Agreement.

19 10. The Court finds that the request for attorneys’ fees in the amount of \$595,000.00 to
20 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
21 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
22 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
23 amount of \$595,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
24 methodology set forth in the Settlement Agreement.

25 11. The Court finds that reimbursement of litigation costs and expenses in the amount
26 of \$20,000.00 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
27 Settlement Administrator issue payment in the amount of \$20,000.00 to Class Counsel for
28

1 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
2 forth in the Settlement Agreement.

3 12. The Court hereby enters Judgment by which Settlement Class Member shall be
4 conclusively determined to have given a release of any and all Released Claims against the
5 Released Parties, as set forth in the Settlement Agreement and Notice.

6 13. It is hereby ordered that Defendant shall deposit the Total Settlement Amount into
7 an account established by the Settlement Administrator within thirty (30) calendar days after the
8 Effective Date, in accordance with the terms and methodology set forth in the Settlement
9 Agreement.

10 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
11 Settlement Payments to the Settlement Class Members and Individual PAGA Payments to PAGA
12 Employees within seven (7) calendar days after Defendant funds the Total Settlement Amount,
13 according to the methodology and terms set forth in the Settlement Agreement.

14 15. After entry of this Final Approval Order and Judgment, pursuant to California Rules
15 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
16 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
17 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
18 any dispute arising from or in connection with the distribution of settlement benefits.

19 16. Notice of entry of this Final Approval Order and Judgment shall be given to the
20 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix
21 Settlement Administrators' website for a period of at least sixty (60) calendar days after the date
22 of entry of this Final Approval Order and Judgment. Individualized notice is not required.

23
24 Dated: _____

25 _____
26 HONORABLE KENNETH R. FREEMAN
27 JUDGE OF THE SUPERIOR COURT
28