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8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ORANGE**

10 SERGIO BERNAL, an individual, on behalf of
11 himself, the state of California, and all others
12 similarly situated,

13 Plaintiff,

14 v.

15 SERCO, INC., a New Jersey Corporation; and
16 DOES 1 to 50, inclusive,

17 Defendants.
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Case No. 30-2020-01150203-CU-OE-CXC

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

Date: January 12, 2023

Time: 2:00 p.m.

Dept.: CX101

Judge: Hon. Peter J. Wilson

Complaint Filed: July 21, 2020

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23 On January 12, 2023, the Court held a hearing on Plaintiffs' Motion for Final Approval of Class
24 Action Settlement.

25 In conformity with California Rules of Court, Rule 3.769, with due and adequate notice having
26 been given to Class Members, and the Court having considered Amended Class Action Settlement
27 Agreement and the Amendment to Settlement Agreement ("Settlement Agreement"), see ROA number
28 144, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings

held herein, all oral and written comments received regarding the proposed settlement, and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS final approval of the Settlement and ORDERS AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS AND ENTERS FINAL JUDGMENT AS FOLLOWS:**

1. All terms used in this Order Granting Final Approval of Class Action Settlement (the “Order”) shall have the same meanings given as those terms are used and/or defined in the parties’ Settlement Agreement.

2. The Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve this Settlement and all exhibits thereto.

3. For settlement purposes only, the Court finally certifies the Class, as defined in the Agreement and as follows: *all Parking Enforcement Officers (“PEOs”) who are or were employed as non-exempt employees of Defendant Serco, Inc. in California between July 23, 2016 and November 16, 2020.*

4. The Court deems this definition sufficient for the purpose of California Rule of Court 3.765(a), and solely for the purpose of effectuating the Settlement.

5. The Court finds that an ascertainable class of 368 class members exists and a well-defined community of interest exists on the questions of law and fact involved because in the context of the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the Plaintiffs are typical of claims of the Class Members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiffs and Class Counsel have fairly and adequately represented and protected the interest of the Class Members.

6. The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement Administrator, completed the distribution of Class Notice and Share Form to the Class in a manner that comports with California Rule of Court 3.766. The Class Notice informed 368 Class Members of the Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit a request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear at the Final Approval Hearing, and be heard regarding approval of the Settlement. Adequate periods of time to respond and to act were provided by each of these procedures.

7. No Class Members filed written objections to the Settlement as part of this notice process,

and no Class Members filed a written statement of intention to appear at the Final Approval Hearing. No Class Members submitted a request for exclusion from the Settlement Agreement.

8. The Court hereby approves the terms set forth in the Settlement Agreement and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and compliant with all applicable requirements of the California Code of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable law, and in the best interests of each of the Parties and Class Members.

9. The Court directs the Parties to effectuate the Settlement Agreement according to its terms and declares the Settlement Agreement to be binding on all Class Members.

10. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and their attorneys were able to reasonably evaluate their respective positions.

11. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

12. The Court appoints Plaintiffs Sergio Bernal, Stephanie Camarillo, and Edgar Leon as Class Representatives and finds them to be adequate.

13. The Court appoints Jonathan Melmed, Esq. of Melmed Law Group P.C. and Gregory Wong of Barkhordarian Law firm as Class Counsel, and finds them to be adequate, experienced, and well-versed in class action litigation.

14. The terms of the Agreement, including the Gross Settlement Amount of \$825,000.00 are fair, adequate, and reasonable to the Class and to each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement Agreement, subject to this Order. The Court approves the following allocations, which fall within the ranges stipulated by and through the Settlement Agreement:

- a. The \$11,500.00 designated for payment to ILYM Group, Inc., the Settlement Administrator, is fair and reasonable. The Court grants final approval of, and orders the Parties to make the

payment to the Settlement Administrator in accordance with the Agreement.

- b. The \$272,250.00 amount requested by Plaintiff and Class Counsel for the Class Counsel's attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be made in accordance with the Agreement.
- c. The Court awards \$12,679.94 in litigation costs, an amount which the Court finds to be reflective of the reasonable costs incurred. The Court grants final approval of, and order the Class Counsel Litigation Costs and Expenses Payment in this amount to be made in accordance with the Agreement.
- d. The \$22,500.00 total, \$7,500 per Class Representative, requested by Plaintiffs for the Incentive Awards is fair and reasonable. The Court grants final approval of, and orders the Incentive Awards to be paid in accordance with the Agreement.
- e. The Court approves of the \$100,000.00 allocation assigned for claims under the Private Attorney General Act (PAGA), and orders 75% thereof (i.e., \$75,000.00) to be paid to the California Labor and Workforce Development Agency (LWDA) in accordance with the terms of the Settlement Agreement.

15. The Court orders the Parties to comply with and carry out all terms and provisions of the Settlement, to the extent that the terms thereunder do not contradict with this Order, in which case the provisions of this Order shall take precedence and supersede the Settlement.

16. The Parties shall bear their own respective attorneys' fees and costs except as otherwise provided in the Settlement Agreement.

17. Within 10 days after the Court has held a Final Fairness Approval Hearing and entered a final order certifying the Class for settlement purposes only and approving the Class Settlement, the Settlement Administrator will give notice of judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of said order and final judgment on its website.

18. The Court retains continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-

Judgment matters as may be appropriate under court rules or applicable law.

19. Plaintiff shall file with the Court a report regarding the status of distribution at least sixteen (16) court days prior to the Final Report Hearing date.

20. The Court hereby sets a hearing date of September 7, 2023 at 2:00 p.m. for a hearing on the final accounting and distribution of the settlement funds.

IT IS SO ORDERED, ADJUDGED, AND DECREED:

DATED: _____

Hon. Peter J. Wilson
Judge of the Superior Court, County of Orange