

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Joseph Lavi, Esq. (SBN 209776)
Email: jlavi@lelawfirm.com
Vincent C. Granberry, Esq. (SBN 276483)
Email: vgranberry@lelawfirm.com
Melissa A. Huether, Esq. (SBN 316604)
Email: mhuether@lelawfirm.com
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

[Additional counsel listed on following page]

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

VICENTE REYES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

RUSKIN COMPANY, a Delaware
corporation; JOHNSON CONTROLS, INC., a
Wisconsin corporation; and DOES 1 through
100,

Defendants.

Case No. RIC1902599

[Assigned for all purposes to Hon. Harold W.
Hopp; Dept. 10]

**~~[AMENDED PROPOSED]~~ ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FINAL
JUDGMENT**

Date: April 19, 2023
Time: 8:30 a.m.
Dept.: 10

Action Filed: April 22, 2019
Trial Date: No Date Set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 19 2023

E. Escobedo

LAT
APR 19 2023

1 Sahag Majarian II, Esq. (State Bar No. 146621)

2 **LAW OFFICE OF SAHAG MAJARIAN II**

3 18250 Ventura Boulevard

4 Tarzana, California 91356

5 E-Mail: sahagii@aol.com

6 Telephone: (818) 609-0807

7 Facsimile: (818) 609-0892

8 Attorneys for Plaintiffs

1 This matter came on regularly for hearing before this Court on April 19, 2023 at 8:30 a.m.,
2 pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the
4 parties' Stipulation of Settlement ("Settlement Agreement")¹ and the documents and evidence
5 presented in support thereof, and recognizing the sharply disputed factual and legal issues involved
6 in this case, the risks of further prosecution and the substantial benefits to be received by the
7 Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed
8 Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length
9 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS
10 Plaintiffs' Motion for Final Approval of Class Action Settlement and ORDERS as follows:

11 1. Final judgment is hereby entered in conformity with the Settlement Agreement and
12 this Final Approval Order.

13 2. The conditional class certification contained in the Preliminary Approval Order is
14 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
15 Class consisting of:

16 All current and former non-exempt employees who worked for Defendants
17 Ruskin Company and Johnson Controls, Inc. at the Mira Loma facility in
18 California at any time from April 22, 2015 through May 10, 2022 ("Class
Period").

19 3. Plaintiffs Vicente Reyes and Leticia Yanez are hereby confirmed as the Class
20 Representatives, and Paul K. Haines and Sean M. Blakely of Haines Law Group, APC and Joseph
21 Lavi and Melissa A. Heuther of Lavi & Ebrahimian LLP, are confirmed as Class Counsel.

22 4. Notice was provided to the Settlement Class as set forth in the Settlement, which
23 was preliminarily approved by the Court on November 4, 2022, and the notice process has been
24 completed in conformity with the Court's Orders. The Court finds that said notice was the best
25

26 ¹ The Stipulation of Settlement ("Settlement Agreement") was filed on May 27, 2022 as Exhibit A
27 to the Declaration of Paul K. Haines In Support of Plaintiffs' Motion For Preliminary Approval of
28 Class Action Settlement. All terms used in this Order and Final Judgment shall have the same
meaning as that assigned to them in the Settlement Agreement.

1 notice practicable under the circumstances. The Class Notice provided due and adequate notice of
2 the proceedings and matters set forth therein, informed Class Members of their rights, and fully
3 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court
4 3.769, and due process.

5 5. The Court finds that no Class Member objected to the Settlement, only one (1) Class
6 Member has elected to opt-out of the Settlement, and that the 99.74% participation rate in the
7 Settlement supports final approval. The name of the Class Member that requested exclusion from
8 the Settlement is Alberto Sida.

9 6. The Court hereby approves the Settlement as set forth in the Stipulation of
10 Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
11 Agreement according to its terms.

12 7. For purposes of settlement only, the Court finds that (a) the members of the
13 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
14 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
15 community of interest among members of the Settlement Class with respect to the subject matter
16 of the litigation; (c) the claims of the Class Representatives are typical of the claims of the members
17 of the Settlement Class; (d) the Class Representatives have fairly and adequately protected the
18 interests of the Class Members; (e) a class action is superior to other available methods for an
19 efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel
20 for the Class Representative and the Settlement Class.

21 8. The Court finds that given the absence of objections to the Settlement, and
22 objections being a prerequisite to appeal, that this Order shall be considered final as of the date of
23 entry.

24 9. The Court orders that Defendants Ruskin Company and Johnson Controls, Inc.
25 (“Defendants”) shall deposit the Gross Settlement Amount in the amount of \$1,950,000.00 with
26 the Settlement Administrator, Phoenix Settlement Administrators, within thirty (30) calendar days
27 of the date of this Order.

1 10. Settlement checks shall be negotiable for 180 days from the date of mailing. The
2 Court orders that any settlement checks that remain uncashed after 180 days after they are mailed
3 shall be redistributed to those Class Members who have cashed their checks.

4 11. The Court finds that the Settlement Awards, as provided for in the Settlement, are
5 fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual
6 Settlement Awards in conformity with the terms of the Settlement. The Court further orders that
7 any envelop transmitting a Settlement Award to a Class Member shall bear the notation, "YOUR
8 CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." The Court further orders that the
9 Settlement Administrator shall mail a reminder postcard to any Class Member whose Settlement
10 Award check has not been negotiated within sixty (60) days after the initial date of mailing. The
11 Court further orders that if any of the Class Members are Defendants' current employees and the
12 Settlement Award mailed to those current employees is returned to the Settlement Administrator
13 as being undeliverable, and the Settlement Administrator is unable to locate a valid mailing address,
14 the Settlement Administrator shall arrange with Defendants to have those Settlement Awards
15 delivered to the employees at their place of employment.

16 12. The Court finds that Class Representative Enhancement Payments in the amount of
17 \$7,500.00 to each Plaintiff, for a total of \$15,000.00 to Plaintiffs, is appropriate for the risks
18 undertaken and their services to the Settlement Class. The Court finds that the enhancement
19 payments are fair, reasonable, and adequate, and orders that the Settlement Administrator make
20 these payments in conformity with the terms of the Settlement.

21 13. The Court finds that the attorneys' fees in the amount of \$650,000.00 and actual
22 litigation costs of \$35,242.70 for Class Counsel, are fair, reasonable, and adequate, and orders the
23 Settlement Administrator to distribute these payments to Class Counsel in conformity with the
24 terms of the Settlement. The attorneys' fees award shall be paid as follow: \$491,666.66 to Haines
25 Law Group, APC; \$87,083.34 to Lavi & Ebrahimian, LLP; and \$71,250.00 to Law Office of Sahag
26 Majarian II. Litigation costs shall be paid as follows: \$32,512.55 to Haines Law Group, APC; and
27 \$2,730.15 to Lavi & Ebrahimina, LLP.

1 14. The Court finds that a payment to the Labor & Workforce Development Agency
2 ("LWDA") in the amount of \$75,000.00 for the LWDA's share of civil penalties under the Labor
3 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the Settlement
4 Administrator make this payment in conformity with the terms of the Settlement.

5 15. The Court orders that the Settlement Administrator shall be paid \$9,850.00 from the
6 Gross Settlement Amount for all of its work done and to be done until the completion of this matter
7 and finds that sum appropriate.

8 16. The Settlement is not an admission by Defendants, nor is this Order and Final
9 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither
10 this Order and Final Judgment, the Settlement, nor any document referred to herein, nor any action
11 taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability,
12 or wrongdoing on the part of Defendants.

13 17. As of the date of this Order and Final Judgment, Plaintiffs and every member of the
14 Settlement Class, except Alberto Sida, who submitted a timely and valid Request for Exclusion,
15 shall be deemed to fully release and discharge Defendants, and all of their past and present officers,
16 directors, employees, and agents, (collectively the "Released Parties"), from all claims alleged in
17 the operative Second Amended Class and Representative Action Complaint ("SAC"), or those
18 claims that could have been alleged based on the facts alleged in the SAC, including: (a) failure to
19 pay all overtime wages; (b) failure to pay all minimum wages; (c) failure to provide all meal
20 periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit all
21 rest periods, or premium pay for non-compliant rest periods; (e) failure to timely pay all wages due
22 or final wages due; (f) failure to issue accurate, compliant, and itemized wage statements; (g) failure
23 to reimburse for necessary business expenditures; (h) all claims for unfair business practices that
24 were premised on the facts, claims, causes of action or legal theories of relief pled in the operative
25 SAC (collectively, the "Released Claims"). The period of the Release shall extend to the limits of
26 the Class Period. Additionally, Plaintiffs release all claims for statutory penalties against the
27 Released Parties that could have been sought by the Labor Commissioner for the violations
28

1 identified in Plaintiff Yanez's June 15, 2020 pre-filing PAGA letter to the Labor & Workforce
2 Development Agency ("LWDA").

3 18. This document shall constitute a final judgment pursuant to California Rule of Court
4 3.769(h) which provides, "[i]f the court approves the settlement agreement after the final approval
5 hearing, the court must make and enter judgment. The judgment must include a provision for the
6 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
7 may not enter an order dismissing the action at the same time as, or after, entry of judgment." The
8 Court will retain jurisdiction to enforce the Settlement, and this Final Approval Order and
9 Judgment. The Settlement Administrator shall give notice of this Judgment by posting this Final
10 Judgment on its website.

11 19. The Settlement Administrator shall file a final report regarding distribution and
12 uncashed checks by January 26, 2024.

13 **IT IS SO ORDERED.**

14 Dated: 4/19, 2023

15 
16 Honorable Harold W. Hope
17 Judge of the Superior Court

18
19
20 Final review (non-appeal)
21 pending to be held Feb.
22 7, 2024.
23
24
25
26
27
28