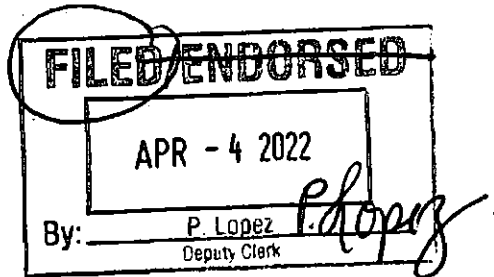


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10 individually and on behalf of similarly situated employees

11 **SUPERIOR COURT OF CALIFORNIA**
12 **FOR THE COUNTY OF SACRAMENTO**

13 ALAN ENOMOTO, individually and on
14 behalf of all other similarly situated
15 employees,

16 Plaintiff,

17 vs.

18 WORLDWIDE ENVIRONMENTAL
19 PRODUCTS, INC., a California Corporation;
20 WILLIAM DELANEY, an individual;
21 MICHAEL DELANEY, an individual;
22 JAMES DELANEY, an individual; and DOES
23 1 to 100, inclusive,

24 Defendants.

Case No. 34-2020-00282573

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: March 15, 2022

Time: 1:30 p.m.

Dept.: 53

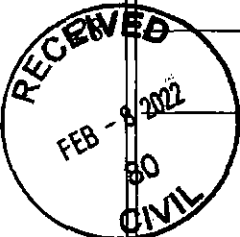
Judge: Hon. ~~Shama H. Mesiwala~~ (13)

JUDGE RICHARD K. SUEYOSHI

Filed: July 30, 2020

FAC Filed: December 28, 2020

Trial Date: None Set



[PSD] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 The Motion for Final Approval of Class Action and PAGA Settlement ("Motion") in the above
3 referenced case came before this Court, on March 15, 2022 at 1:30 p.m., in Department 53 before Hon.
4 ~~Shama H. Mesiwala~~ ^{ANITHAD K. SCHEIDT}, presiding. Named Plaintiff Alan Enomoto ("Plaintiff") filed this putative class
5 action on July 30, 2020. The operative Complaint alleges that Defendants Worldwide Environmental
6 Products, Inc., William Delaney, Michael Delaney and James Delaney, ("Defendants") failed to pay
7 overtime, failed to pay minimum wages, failed to provide meal periods, failed to provide rest periods,
8 failed to provide accurate wage statements, failed to pay final wages, engaged in unfair competition,
9 failed to pay contract wages and made unlawful deductions, failed to maintain accurate records, and
10 failed to provide paid sick leave. Plaintiff has also alleged Defendants are liable for civil penalties
11 under the Private Attorneys General Act ("PAGA") based on these alleged violations. Plaintiff sought
12 attorneys' fees and costs as part of this Action. Defendants denied all of Plaintiff's claims, denied any
13 fault, liability or wrongdoing, and denied that this case was appropriate for class treatment. No class
14 has been certified. The class settlement was preliminarily approved by this Court on November 16,
15 2021.

16 The parties have agreed to settle the class and PAGA claims. Defendants will provide
17 monetary consideration in exchange for a release of claims consistent with the terms of the proposed
18 settlement as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and
19 Release ("Agreement"). Any capitalized terms herein shall have the same meaning as set forth in the
20 Agreement. The Court, having received and considered Plaintiff's Motion for Final Approval of Class
21 Action and PAGA Settlement, the declarations in support, the Agreement, the Notice of Settlement,
22 and other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:

23 **1. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
24 **REPRESENTATIVE; APPOINTMENT OF CLASS COUNSEL**

25 The Court finds that certification of the following class for settlement purposes only is
26 appropriate under the California Code of Civil Procedure and related case law:

27 All non-exempt Service Technician employees who have worked, or
28 continue to work, for Worldwide Environmental Products, Inc. in
California from July 30, 2016 up to August 1, 2021.

1 The Court recognizes that the foregoing definition is for Class Member identification purposes only and
2 is not intended to capture the claims at issue or limit or alter the released claims under the Agreement.

3 The Court finds that Class Members meet the ascertainability and numerosity requirements since
4 the parties can identify with a matter of certainty, based on payroll records, individuals who fall within
5 the definition and the number of Class Members would make joinder impractical. The commonality and
6 predominance requirements are met for settlement purposes since there are questions of law and fact
7 common to Class Members. The common questions of law or fact in this case all stem from Plaintiff's
8 contentions that Defendants caused the alleged violations outlined above by 1) failing to pay putative
9 class members for all time spent driving while under the control of Defendants, including from home to
10 the first jobsite or back home from the last jobsite; 2) failing to incorporate the value of commissions,
11 bonuses, and other non-discretionary remuneration into putative class members' regular rates of pay for
12 the purpose of calculating overtime and sick leave wages; 3) failing to authorize and permit putative
13 class members to take all meal and rest periods; 4) utilizing GPS records to automatically deduct any
14 time for idling or stops outside of client locations on the assumption that these were rest breaks or meal
15 periods; 5) failing to state the inclusive dates for any corrections to an employee's hours worked on
16 paystubs issued to employees; and 6) prohibiting part time employees from accruing paid sick leave.
17 The PAGA, waiting time penalty, wage statement violation, and unfair competition claims all derive
18 from these violations. Additionally, Class Members seek the same remedies under state law. The
19 typicality requirement for settlement purposes is also satisfied since the claims of the Class
20 Representative is based on the same facts and legal theories as those applicable to the class members.

21 The Court also finds that preliminarily and conditionally certifying the settlement class is
22 required to avoid each Class Member from litigating similar claims individually. This settlement will
23 achieve economies of scale for Class Members with relatively small individual claims and conserve the
24 resources of the judicial system.

25 The Court finds that Plaintiff Alan Enomoto and Plaintiff's counsel, Galen T. Shimoda
26 and Justin P. Rodriguez of Shimoda & Rodriguez Law, PC, to be adequate representatives of the
27 settlement class. The Court appoints them as class representative and class counsel, respectively.

28 //

1 **2. APPROVING CLASS ACTION AND PAGA SETTLEMENT**

2 The Court has reviewed the preliminarily approved Agreement which has been filed with
3 Plaintiff's Motion. The Court finds that final approval is warranted as the Agreement falls within the
4 range of reasonableness and is fair, reasonable, and adequate for the class. The Court also
5 acknowledges that class members were able to object to the settlement through the administration
6 process and at a fairness hearing. No such objections were made by class members and no class
7 members opted out.

8 Because the Court finds the parties' settlement to have been agreed upon only after an extensive
9 investigation and arms-length negotiations, and in an attempt to avoid further delays and costs, the Court
10 gives final approval to the Agreement and all terms therein as if stated here in full, including the
11 \$175,000.00 Gross Settlement Amount.

12 The Court orders that Plaintiff Alan Enomoto will receive \$15,000 as a Class Representative
13 Enhancement Payment in addition to any amount Plaintiff may be entitled to under the Agreement's pro
14 rata distribution formula for Plaintiff's time and effort on behalf of Class Members.

15 The Court orders and approves Simpluris, Inc. to act as the Claims Administrator in this case.
16 The Claims Administrator will take its fees out of the Gross Settlement Amount, which are \$3,000. The
17 difference between the actual cost of the Claims Administrator and the originally allocated \$10,000 will
18 be redistributed to Qualified Claimants on a pro-rata basis.

19 The Court finds that an award of fees under the common fund doctrine is appropriate in this case
20 because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits can be
21 accurately traced as set forth in the Agreement, Plaintiff and Class Counsel were able to negotiate on
22 behalf of Class Members, and the fee can be shifted with exactitude to those benefiting as the fee request
23 is a specific, lump-sum percentage of the Gross Settlement Amount. *See Paul, Johnson, Alston & Hunt*
24 *v. Gaulty*, 886 F.2d 268, 271 (9th Cir. 1989); *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977); *Laffitte v.*
25 *Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016). The Court finds the attorneys' fees request of
26 thirty-five percent (35%) of the Gross Settlement Amount, *i.e.* \$61,250.00, to be appropriate
27 compensation for Class Counsel. The attorneys' fees request is within the range that has been approved
28 by other Courts in similar cases and is reasonable in light of the circumstances of this case, the

1 substantial and beneficial results obtained on behalf of Class Members, and the contingent nature of the
2 recovery over the course of this case, which included potential loss at summary judgment, certification,
3 and/or trial proceedings. Additionally, the Court orders that \$13,527.34 of the settlement proceeds will
4 be paid to Class Counsel for reasonable costs incurred in this case. The difference between the actual
5 costs incurred and the \$15,000.00 originally allocated shall be paid to the Qualified Claimants on a pro-
6 rata basis.

7 The Court approves of the Ten Thousand Dollars and No Cents (\$10,000.00) PAGA Payment,
8 which shall be paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount,
9 to resolve the alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to
10 the Labor and Workforce Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid
11 to Aggrieved Employees on a pro rata basis as described in the Agreement. The Court finds that this is a
12 fair allocation to the PAGA claims, especially in light of this Court's discretion to reduce PAGA awards.
13 The Court also finds that the Agreement provides a recovery that creates an effective substantial
14 deterrent to any potential future non-compliance, furthering the purpose of the Labor Code and LWDA.

15 The Court approves of the identified *cy pres* distribution plan wherein any checks issued to
16 Qualified Claimants and/or Aggrieved Employees that are not cashed by the deadline to do so shall be
17 paid out 50/50 to Capital Pro Bono, Inc. and the Center For Workers' Rights.

18 The releases and waivers for Class Members who do not opt out of being bound by the
19 Agreement (*i.e.* Qualified Claimants), Aggrieved Employees, and the Class Representative are also
20 approved by the Court as set forth in the Agreement.

21 **3. APPROVAL OF DISTRIBUTION TO THE CLASS, THE NOTICE OF SETTLEMENT,**
22 **OPPORTUNITY TO OPT OUT OF, AND OBJECT TO, THE SETTLEMENT**

23 The Court finds that the Notice of Settlement, which was submitted with Plaintiff's Motion as
24 Exhibit A to the Declaration of Lindsay Kline, fairly and adequately advised Class Members of the
25 terms of the Agreement, the rights being waived, their right to opt out, the ability to dispute the number
26 of workweeks worked during the Class Period, their pro rata share of the Net Settlement Amount, how
27 to participate in the settlement, how to file documentation in opposition to the proposed settlement, and
28 when to appear at the fairness hearing. The Court further finds that the Notice of Settlement and

1 proposed distribution of such notice by maintaining a website with the information and first class mail to
2 each identified Class Member at his or her most recent address based on a National Change of Address
3 database search from the Class Members' last known address and a skip trace on any Class Members
4 who have the Notice of Settlement returned as "undeliverable" or "not at this address" comported with
5 all constitutional requirements, including those of due process.

6 **IMPLEMENTATION SCHEDULE**

7 Accordingly, with good cause shown, the Court hereby approves and orders that the following
8 implementation schedule be adhered to:

9 10 11 12 13	Last day for Claims Administrator to calculate the final Net Settlement Amount, the final Claim Amounts for Qualified Claimants and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations Class Counsel and Defendants' Counsel	Within 7 days after the Final Approval Date
14 15 16 17	Last day for Claims Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Claims Administrator Costs, payment to Qualified Claimants, and payment to Aggrieved Employees	Within 7 calendar days after the Effective Date
18 19 20	Last day for Qualified Members and Aggrieved Employees to cash settlement checks	120 days after issuance of checks to Qualified Members and Aggrieved Employees
21 22 23	Last day for Claims Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 days after settlement check cashing deadline
24 25	Last day for Claims Administrator to provide Parties with compliance declaration	Within 21 days after settlement check cashing deadline

1 IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each
2 party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to
3 the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved
4 Agreement.

5 **IT IS SO ORDERED.**

6
7 Date: APR - 4 2022

By: _____

Judge of the Superior Court

JUDGE RICHARD K. SUEYOSHI

