

FILED
Superior Court of California
County of Los Angeles

02/08/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: A. Lim Deputy

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

ANGELA BURMAYAN, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

WECK ANALYTICAL ENVIRONMENTAL
SERVICES, INC., a California corporation;
WECK LABORATORIES, INC., an unknown
business entity; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 20STCV30871

Honorable William F. Highberger
Department 10

CLASS ACTION

**~~PROPOSED~~ ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: February 8, 2022

Hearing Time: 11:00 a.m.

Hearing Place: Department 10

Complaint Filed: August 12, 2020

FAC Filed: November 10, 2020

Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Angela Burmayan’s and Marisol
2 Torres’ (“Plaintiffs”) Motion for Final Approval of Class Action Settlement, Attorney Fee Award,
3 Cost Award, and Class Representative Enhancement Payments, and after considering the papers
4 submitted in support of the motion, including the Joint Stipulation and Settlement Agreement
5 (“Settlement Agreement,” “Settlement,” or “Agreement”), hereby FINDS AND ORDERS as follows:

6 Plaintiffs and Defendants Week Analytical Environmental Services, Inc. d/b/a Week
7 Laboratories, Inc. (“Defendant”) entered a Settlement Agreement on or about September 13, 2021 to
8 settle this class action lawsuit.

9 The Court entered an Order dated September 29, 2021 preliminarily approving the settlement
10 of this class action lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil
11 Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to Class
12 Members, scheduling a Fairness Hearing for February 8, 2022, and providing Class Members with an
13 opportunity to object to the settlement or exclude themselves from the Class.

14 The Court held a Fairness Hearing on February 8, 2022 to determine whether to give final
15 approval to the settlement of this class action lawsuit.

16 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
17 (“Order and Judgment”) incorporates the Settlement Agreement. Unless otherwise provided herein, all
18 capitalized terms in this Order and Judgment shall have the same meaning as set forth in the
19 Settlement Agreement.

20 2. Jurisdiction. Because adequate notice has been disseminated, and all Class Members
21 have been given the opportunity to request exclusion from the Class, the Court has personal
22 jurisdiction with respect to the claims of all Class Members. The Court has subject matter jurisdiction
23 over this class action lawsuit, including jurisdiction to approve the settlement, grant final certification
24 of the Class, and dismiss the class action lawsuit.

25 3. Final Class Certification. The Court finds that the Class satisfies all applicable
26 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due process.
27 Accordingly, the Court certifies, a Class consisting of all persons who worked for Defendant in
28 California as an hourly-paid or non-exempt employee during the Class Period (“Class” and “Class

Members”). The Class Period is the period from April 6, 2016, to October 28, 2021 (“Class Period”). There are one hundred thirty-five (135) Class Members who did not submit a valid and timely request to exclude themselves from the class action Settlement (“Participating Class Members”)¹.

4. Adequacy of Representation. As Class Counsel, Douglas Han, Shunt Tatavos-Gharajeh, Phillip Song, and Talia Lux of the Justice Law Corporation have fully and adequately represented the Class for purposes of entering and implementing the Settlement and have satisfied the requirements of Code of Civil Procedure section 382.

5. Class Notice. The Court finds that the Notice of Class and Representative Action Settlement (“Class Notice”) and the Election Not To Participate In (Opt Out From) Class Action Settlement Form (“Exclusion Form”) (collectively, known as the “Notice Packet”) and its distribution to Class Members have been implemented pursuant to the Settlement Agreement and this Court’s Preliminary Approval Order and that they:

a. constitute the best practicable notice to Class Members under the circumstances of the class action lawsuit;

b. constitute notice that was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of the class action lawsuit; (ii) the material terms and provisions of the Settlement and their rights under the Settlement; (iii) their right to object to any aspect of the proposed Settlement (including final certification of the Class, the fairness, reasonableness and adequacy of the settlement, the adequacy of the Class’s representation by Plaintiffs and Class Counsel, and/or the award of Plaintiffs’ Class Representative Enhancement Payments, Attorney Fee Award, and Cost Award); (iv) their right to exclude themselves from the Class and the Settlement; (v) their right to claim an Individual Settlement Share; (vi) their right to appear at the Settlement Fairness Hearing; and (vii) the binding effect of the orders and judgment in the class action lawsuit, whether favorable or unfavorable, on all Participating Class Members;

c. constitute notice that was reasonable, adequate, and sufficient to all Class Members; and

¹ Phoenix mailed Notice Packets to one hundred thirty-six (136) and received one (1) request for exclusion. Thus, there are one hundred thirty-five (135) Participating Class Members.

d. constitute notice that fully satisfied the requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due process.

6. Final Settlement Approval. The terms and provisions of the Settlement Agreement have been entered in good faith and are the product of arm's-length negotiations by experienced counsel who have done a meaningful investigation of the claims in the dispute. The Settlement Agreement and all its terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the best interests of the Parties. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions.

7. Binding Effect. The terms and provisions of the Settlement Agreement and this Order and Judgment are binding on the Participating Class Members, as well as their heirs, executors and administrators, successors, and assigns, and those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in the class action lawsuit and are encompassed by the release of the Participating Class Members' Released Claims as set forth in the Settlement Agreement. This Settlement will have no binding effect upon, and provide no res judicata preclusion to, those Class Members who have submitted requests for exclusion.

8. Released Claims. The Released Claims means any and all claims arising from or related to this case under any state or local law or administrative order that were pled or could have been pled in the operative complaints or the Private Attorneys General Act of 2004 ("PAGA") letter dated August 10, 2020, including, but not limited to, state wage and hour claims for any and all violations of Labor Code and Unfair Competition Law based on Defendant's: (a) failure to pay for all hours worked (including minimum wages, straight time wages, and overtime wages); (b) failure to provide meal periods; (c) failure to authorize and permit rest periods; (d) failure to timely pay all wages due at the time of termination; (e) failure to furnish accurate, itemized wage statements; (f) failure to timely pay wages during employment; (g) failure to properly reimburse for all business-related expenses; (h) civil penalties under PAGA based on the alleged Labor Code violations and IWC Wage Orders, and all damages, interest, penalties, attorneys' fees, costs, and other amounts

1 recoverable under said causes of action under California law, to the extent permissible, including but
2 not limited to the Labor Code and the applicable Wage Orders. The release will occur only upon
3 Defendant's fulfillment of its payment obligations under section III (I)(8)(a) of the Agreement (*i.e.*,
4 Defendant's full funding of the Settlement). The period of the release shall coincide with and extend to
5 the limits of the Class Period. As to individual Class Members, the release applies only to periods of
6 time when the Class Member was a member of the Class (*i.e.*, excluding periods of time in exempt
7 positions) ("Released Claims").

8 a. Release of PAGA Claims. The PAGA Released Claims means all allegations and
9 claims for civil penalties pursuant to PAGA based on any and all underlying Labor
10 Code violations alleged in the complaints or in the PAGA Notice that arose during the
11 PAGA Period, which includes alleged violations of Labor Code sections 201, 202, 203,
12 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1,
13 1198, 2800, and 2802 and all claims under the applicable IWC Wage Orders. The
14 release will occur only upon Defendant's fulfillment of its payment obligations under
15 section III (I)(8)(a) of the Agreement (*i.e.*, Defendant's full funding of the Settlement)
16 ("PAGA Released Claims").

17 b. Release of Claims by Class Representatives. Upon Defendant's fulfillment of its
18 payment obligations under section III (I)(8)(a) of the Agreement, and in exchange for
19 the Class Representative Enhancement Payments in amounts not to exceed \$10,000 to
20 each Plaintiff, in recognition of their work and efforts in obtaining the benefits for the
21 Class, and undertaking the risk for the payment of costs in the event this matter had not
22 successfully resolved, Plaintiffs provide a general release of claims for themselves and
23 their spouses, heirs, successors and assigns, and forever release, remise, and discharge
24 the Released Parties from any and all charges, complaints, claims, liabilities,
25 obligations, promises, agreements, controversies, damages, actions, causes of action,
26 suits, rights, demands, costs, losses, debts, penalties and expenses of any nature
27 whatsoever, arising from the beginning of time through the date the Court grants
28 Preliminary Approval, known or unknown, suspected or unsuspected, whether in tort,

1 contract, equity, or otherwise, for violation of any federal, state or local statute, rule,
2 ordinance or regulation, including but not limited to all claims arising out of, based
3 upon, or relating to their employment with Defendant or the remuneration for, or
4 termination of, such employment. Plaintiffs' Release of Claims also includes a waiver
5 of Civil Code section 1542.

6 c. Released Parties. The Released Parties include Defendant and its past or present
7 officers, directors, shareholders, employees, agents, principals, heirs, representatives,
8 accountants, auditors, consultants, attorneys, insurers and reinsurers, both individually
9 and in their business capacities, and their respective successors and predecessors in
10 interest, subsidiaries, affiliates, parents, attorneys, and any entities that may be
11 considered joint employers and their respective present and former parent companies,
12 subsidiaries, related or affiliated companies, shareholders, officers, directors,
13 employees, agents, attorneys, insurers, successors and assigns, both individually and in
14 their business capacities ("Released Parties").

15 9. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude any
16 action to enforce the terms and provisions of the Settlement Agreement.

17 10. Plaintiffs' Class Representative Enhancement Payments. The Court finds that Class
18 Representative Enhancement Payments in the amount of \$10,000, to be paid by Defendant to each
19 Plaintiff out of the Maximum Settlement Amount, to be reasonable and appropriate. Plaintiffs' Class
20 Representative Enhancement Payments are to be paid pursuant to the terms and provisions set forth in
21 the Settlement Agreement.

22 a. The rationale for making enhancement payments is that the class representatives should
23 be compensated for the expense and risk they have incurred in conferring a benefit on
24 other class members. Such enhancement payments are appropriate if they are necessary
25 to induce individuals to participate in the suit. Criteria courts may consider include: (1)
26 the risk to the class representatives in commencing suit, both financial and otherwise;
27 (2) the notoriety and personal difficulties encountered by the class representatives; (3)
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1 the amount of time and effort spent by the class representatives; (4) the duration of the
2 litigation; and (5) personal benefit (or lack thereof) enjoyed by class representatives.

- 3 b. The Court has reviewed Plaintiffs' declarations outlining their involvement in the
4 lawsuit. Given the risks inherent in their services as the Class Representatives, the
5 duration of the case and time involved, and the benefits created for the Class, the Court
6 approves the Class Representative Enhancement Payments in the amount of \$10,000 to
7 each Plaintiff.

8 11. Attorney Fee Award and Cost Award. The Court finds an award of Attorney Fee
9 Award of \$192,500, to be paid out of the Maximum Settlement Amount by Defendant to Class
10 Counsel, to be reasonable and appropriate. The Court further finds that an award of actual litigation
11 costs in the amount of \$12,553.05, to be paid by Defendant to Class Counsel out of the Maximum
12 Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to
13 the terms and provisions set forth in the Settlement. Defendant shall not be required to pay for any
14 other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other
15 counsel representing Plaintiffs or Class Members, or incurred by Plaintiffs or Class Members, in
16 connection with or related in any manner to the class action lawsuit, the Settlement, the administration
17 of the Settlement, and/or the Participating Class Members' Released Claims.

- 18 a. The Court has an independent right and responsibility to review the requested Attorney
19 Fee Award and only award so much as it determines reasonable. (See *Garabedian v.*
20 *Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-28.) The
21 Attorney Fee Award requested by Class Counsel in the sum of \$192,500 is thirty-five
22 percent (35%) of the common fund created for the benefit of the Class Members and is
23 supported by use of the percentage-fee method. (See *Laffitte v. Robert Half*
24 *International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the excellent results
25 achieved for the Class, the financial risk taken by Class Counsel, the novel and difficult
26 nature of this litigation, the skill required to deal with these issues, percentage fees
27 award in other cases, and the contingent fees charged in private marketplace, the Court
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1 finds that the requested Attorney Fee Award is consistent with the legal marketplace, is
2 reasonable, and is approved.

- 3 b. The Court has also reviewed the Declaration of Douglas Han regarding the costs
4 expended in the prosecution of this litigation. Under the terms of the Settlement,
5 Plaintiffs may seek reimbursement of up to \$20,000 in litigation costs. As stated above,
6 the Court finds that Plaintiffs have expended \$12,553.05 in litigation costs and that
7 such costs were reasonable. Thus, the Court approves the payment of the Cost Award in
8 the amount of \$12,553.05 from the common fund for the reimbursement of Class
9 Counsel's litigation costs.

10 12. Administration Costs. The Court finds that Administration Costs in the amount of
11 \$4,850, to be paid by Defendant to the Settlement Administrator out of the Maximum Settlement
12 Amount, to be reasonable and appropriate. The Administration Costs are to be paid pursuant to terms
13 and provisions set forth in the Settlement Agreement.

- 14 a. The Court has reviewed the declaration of Jarrod Salinas from Phoenix Class Action
15 Administrators ("Phoenix"), the Court-approved Settlement Administrator. The Court
16 finds that notice was provided to the Class pursuant to the Preliminary Approval Order,
17 that the notice constitute the best practicable notice to the Class, and that the notice
18 satisfied due process. Phoenix has discharged its duties to provide notice to the Class.
19 Thus, the Court approves a payment for Administration Costs in the amount of \$4,850
20 for Phoenix's services in administering this settlement, including the mailing of
21 Individual Settlement Shares according to the terms of the Settlement Agreement.

22 13. PAGA Payment. The Court finds that PAGA Payment in the amount of \$50,000,
23 seventy-five percent (75%) of which (\$37,500) will be paid by Defendant to the California Labor and
24 Workforce Development Agency ("LWDA") out of the Maximum Settlement Amount and twenty-
25 five percent (25%) of which (\$12,500) will be distributed to Eligible Aggrieved Employees, on a pro
26 rata basis, to be reasonable and appropriate. The PAGA Payment is to be paid pursuant to the terms
27 and provisions set forth in the Settlement Agreement.

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1 14. Funding of the Settlement. No later than thirty (30) calendar days after the date the
2 Final Approval of the Settlement can no longer be appealed or, if there are no objectors and no
3 Plaintiffs in intervention at the time the Court grants Final Approval of the Settlement, the date the
4 Court enters judgment granting Final Approval of the Settlement, Defendant shall deposit the
5 Maximum Settlement Amount of \$550,000 needed to pay the entire Maximum Settlement Amount by
6 wiring the funds to the Settlement Administrator. Within fourteen (14) calendar days after the deadline
7 to fund the Settlement, the Settlement Administrator shall calculate and disburse all payments due
8 under the Settlement Agreement, including all Individual Settlement Shares, Individual PAGA
9 Payments, the Attorney Fee Award, the Cost Award, the Class Representative Enhancement
10 Payments, the PAGA Payment, and the Administration Costs. The Settlement Administrator will also
11 forward a check for seventy-five percent (75%) of the PAGA Payment to the LWDA for settlement of
12 the PAGA claim.

13 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the Settlement
14 is entitled to a presumption of fairness. In their moving papers, Plaintiffs contend that the proposed
15 Settlement was the product of arm's-length negotiations following extensive litigation, discovery, and
16 exchange of documentation relating to Plaintiffs' claims. The negotiations were facilitated with the
17 assistance of mediator Jeffrey A. Ross, an experienced and well-respected class action mediator.

18 a. Moreover, with respect to the benefit to the Class Members, Plaintiffs' moving papers
19 indicate that the *highest* Individual Settlement Share will be approximately \$9,837.21,
20 and the *average* Individual Settlement Share will be approximately \$1,986.04 under the
21 proposed allocation, which is based on the number of weeks Class Members worked
22 during the Class Period.

23 16. Uncashed Checks. Participating Class Members and Eligible Aggrieved Employees
24 must cash or deposit their Individual Settlement Share and Individual PAGA Payment checks within
25 one hundred eighty (180) calendar days after the checks are mailed to them. If any checks are not
26 redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator
27 will send a reminder postcard. If any checks remain uncashed or not deposited by the expiration of the
28 90-day period after mailing the reminder notice, the Settlement Administrator will, within two

1 hundred (200) calendar days after the checks are mailed, pay the amount of the Individual Settlement
2 Share or Individual PAGA Payment (as applicable) to the California State Controller's Office in
3 accordance with California Unclaimed Property Law.

4 17. Modification of Settlement Agreement. The Participating Class Members are hereby
5 authorized, upon approval of the Court, to agree to and adopt amendments to or modifications of the
6 Settlement Agreement, by a written instrument signed by counsel for all Parties or their successors.
7 Such amendments or modifications shall be consistent with this Order and Judgment and cannot limit
8 the rights of Participating Class Members under the Settlement Agreement.

9 18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and Judgment.
10 This Court expressly retains jurisdiction for the administration, interpretation, effectuation, and/or
11 enforcement of the Settlement Agreement and of this Order and Judgment, and for any other necessary
12 purpose, including, without limitation:

- 13 a. enforcing the terms and provisions of the Settlement and resolving any disputes, claims,
14 or causes of action in the class action that, in whole or in part, are related to or arise out
15 of the Settlement or this Order and Judgment;
- 16 b. entering such additional orders as may be necessary or appropriate to protect or
17 effectuate this Order and Judgment approving the Settlement, and permanently
18 enjoining Plaintiffs from initiating or pursuing related proceedings, or to ensure the fair
19 and orderly administration of the Settlement; and
- 20 c. entering any other necessary or appropriate orders to protect and effectuate this Court's
21 retention of continuing jurisdiction.

22 For the reasons set forth above, the Motion for Final Approval of Class Action Settlement,
23 Attorney Fee Award, Cost Award, and Class Representative Enhancement Payments is GRANTED.
24 The Settlement Administrator is directed to carry out the terms of the Settlement Agreement forthwith.

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1 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF THE
2 SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT 3.769, THE
3 COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER
4 AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
5 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS
6 ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

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8 IT IS SO ORDERED.

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10 DATED: 02/08/2022



A handwritten signature in black ink, reading "W. F. Highberger".

11 HONORABLE WILLIAM F. HIGHBERGER
12 William F. Highberger, Judge
13 SUPERIOR COURT JUDGE
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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On February 11, 2022, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGEMENT

for the following case: **Burmayan v. Weck Analytical Environmental Services, Inc., et al.**
LWDA/Court Case No.: **LWDA Case No.: CM-801929-20**
Court Case No.: 20STCV30871
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on February 11, 2022, at Pasadena, California.



Mariah Anderson