

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

[Additional Counsel Information listed on next page]

Attorneys for Plaintiffs Imahni Isis Cunningham and Ninette Amaya and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

IMAHNI ISIS CUNNINGHAM, and
NINETTE AMAYA, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiffs,

vs.

SERVICON SYSTEMS, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 20STCV35595

Honorable Carolyn B. Kuhl
Department SSC-12

CLASS ACTION

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

Date: November 13, 2024
Time: 10:30 a.m.
Department: SSC-12

Complaint Filed: September 17, 2020
FAC Filed: October 12, 2022
SAC Filed: March 27, 2024
Trial Date: None Set

Raul Perez (SBN 174687)
Orlando Villalba (SBN 232165)
Helga Hakimi (SBN 257381)
Joey Parsons (SBN 340074)
CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Tel: (310) 556-4811 / Fax: (310) 943-0396

Attorneys for Plaintiff Christopher Bell and the Class

1 This matter has come before the Honorable Carolyn B. Kuhl in Department SSC-12 of the
2 above-entitled Court, located at 312 North Spring Street, Los Angeles, California, 90012, at 10:30
3 a.m. for Plaintiffs’ Motion for Final Approval of Class Action Settlement, Class Counsel Fees
4 Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments,
5 and PAGA Representative Service Payment (“Motion for Final Approval”). Lawyers *for* Justice,
6 PC appeared on behalf of Plaintiffs Imahni Isis Cunningham and Ninette Amaya, Capstone Law
7 APC appeared on behalf of Plaintiff Christopher Bell (collectively, “Plaintiffs”), and Ogletree,
8 Deakins, Nash, Smoak & Stewart, P.C. appeared on behalf of Defendant Servicon Systems, Inc.
9 (“Defendant”).

10 On June 3, 2024, the Court entered an Order Granting Preliminary Approval of Class
11 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
12 of the above-entitled action (“Action”) in accordance with the Class Action and PAGA Settlement
13 Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together with the
14 exhibits annexed thereto set forth the terms and conditions for settlement of the Action.

15 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
16 oral argument, and good cause appearing,

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

18 1. This Order incorporates by reference the definitions in the Settlement Agreement,
19 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
20 Settlement Agreement.

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

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

28 All current and former hourly-paid or non-exempt non-union employees of
Defendant in California who are not subject to arbitration agreements and

1 who are or were employed during the period from September 17, 2016 to
2 October 17, 2023 (“Class” or “Class Members”).

3 4. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
4 Court Approval (“Class Notice”) that was provided to the Class Members, fully and accurately
5 informed the Class Members of all material elements of the Settlement and of their opportunity to
6 participate in the Settlement, object to or comment to the Class Settlement, or to seek exclusion
7 from the Class Settlement; was the best notice practicable under the circumstances; was valid, due,
8 and sufficient notice to all Class Members; and complied fully with the laws of the State of
9 California, the United States Constitution, due process and other applicable law. The Class Notice
10 fairly and adequately described the Settlement and provided the Class Members with adequate
11 instructions and a variety of means to obtain additional information.

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

25 6. A full opportunity has been afforded to the Class Members to participate in the
26 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
27 heard. The Court also finds Class Members also have had a full and fair opportunity to exclude
28 themselves from the Class Settlement. Accordingly, the Court determines that all Class Members
who have not submitted a timely and valid Request for Exclusion from the Class Settlement

1 (“Settlement Class Members”), are bound by the Class Settlement and by this order and judgment
2 (“Final Approval Order and Judgment”), and the State of California and all current and former
3 hourly-paid or non-exempt employees of Defendant in California during the period from
4 September 14, 2019 to October 17, 2023 (“Aggrieved Employees”) are bound by the PAGA
5 Settlement and this Final Approval Order and Judgment.

6 7. The Court finds that allocation of \$400,000.00 toward penalties under the
7 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and
8 appropriate, and hereby approved. The Administrator shall distribute the PAGA Penalties as
9 follows: the amount of \$300,000.00 to the California Labor and Workforce Development Agency
10 (“LWDA PAGA Payment”), and the amount of \$100,000.00 to be distributed to the Aggrieved
11 Employees, in accordance with the terms and methodology set forth in the Agreement.

12 8. The Court finds that payment of Administration Costs in the amount of \$28,000.00
13 is appropriate for the services performed and costs incurred and to be incurred for the notice and
14 settlement administration process. It is hereby ordered that the Administrator, Phoenix Class
15 Action Administration Solutions, shall issue payment to itself in the amount of \$28,000.00, in
16 accordance with the terms and methodology set forth in the Agreement.

17 9. The Court finds that the Class Representative Service Payments sought are fair and
18 reasonable for the work performed by Plaintiffs Cunningham and Amaya on behalf of the Class.
19 It is hereby ordered that the Administrator issue payment in the amount of \$10,000.00 each to
20 Plaintiffs Imahni Isis Cunningham and Ninette Amaya for their Class Representative Service
21 Payments, according to the terms and methodology set forth in the Agreement.

22 10. The Court finds that the PAGA Representative Service Payment sought is fair and
23 reasonable for the work performed by Plaintiff Bell on behalf of the Class. It is hereby ordered that
24 the Administrator issue payment in the amount of \$10,000.00 to Plaintiff Christopher Bell for his
25 PAGA Representative Service Payment, according to the terms and methodology set forth in the
26 Agreement.

27 11. The Court finds that the requested Class Counsel Fees Payment in the amount of
28 \$595,000.00 to Class Counsel falls within the range of reasonableness, and the results achieved

1 justify the award sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and
2 appropriate, and are hereby approved. It is hereby ordered that the Administrator issue payment in
3 the amount of \$595,000.00 to Class Counsel for attorneys' fees, in accordance with the terms and
4 methodology set forth in the Agreement.

5 12. The Court finds that the requested Class Counsel Litigation Expenses Payment of
6 \$18,968.36 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
7 Administrator issue payment in the amount of \$18,968.36 to Class Counsel for reimbursement of
8 litigation costs and expenses, in accordance with the terms and methodology set forth in the
9 Agreement.

10 13. The Court hereby orders that upon the Effective Date and full funding of the Gross
11 Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the
12 Individual Settlement Shares), Plaintiffs and all Settlement Class Members shall be conclusively
13 determined to have given a release of any and all Released Class Claims against the Released
14 Parties, in accordance with the terms set forth in the Settlement Agreement.

15 14. The Court hereby orders that upon the Effective Date and full funding of the Gross
16 Settlement Amount, Plaintiffs, the State of California, and all Aggrieved Employees shall be
17 conclusively determined to have given a release of any and all Released PAGA Claims against the
18 Released Parties, in accordance with the terms set forth in the Settlement Agreement.

19 15. The Court hereby orders that within fourteen (14) calendar days after the Effective
20 Date, Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
21 necessary to fully pay Defendant's share of payroll taxes pursuant to the Administrator's wire
22 instructions.

23 16. The Court hereby orders that within fourteen (14) calendar days after Defendant
24 funds the Gross Settlement Amount, the Administrator shall distribute checks for all Individual
25 Settlement Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
26 Administration Costs, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
27 Payment, the Class Representative Service Payments, and the PAGA Representative Service
28 Payment, according to the methodology and terms set forth in the Settlement Agreement.

17. The face of each check shall prominently state the date (not less than one hundred eighty (180) calendar days after the date of mailing) when the check will be voided. For any Class Member whose Individual Settlement Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee whose check is cancelled in accordance with Code of Civil Procedure Section 384, subd. (b). All Settlement Class Members and Aggrieved Employees shall be bound by the terms and conditions of this Settlement Agreement regardless of whether or not they cash or otherwise negotiate their Individual Settlement Payment check and/or Individual PAGA Payment check.

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

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

20. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in Department SSC-12. Class Counsel shall submit a final accounting report regarding the status of the settlement administration at least five (5) court days prior to the Final Compliance Hearing.

Dated: _____

Honorable Carolyn B. Kuhl
Judge of the Superior Court