

1 **HAINES LAW GROUP, APC**
2 Paul K. Haines (SBN 248226)
3 phaines@haineslawgroup.com
4 Fletcher W. Schmidt (SBN 286462)
5 fschmidt@haineslawgroup.com
6 Andrew J. Rowbotham (SBN 301367)
7 arowbotham@haineslawgroup.com
8 2155 Campus Drive, Suite 180
9 El Segundo, California 90245
10 Tel: (424) 292-2350
11 Fax: (424) 292-2355
12 *Attorneys for Plaintiff*

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAR 14 2022

L. Howell *pk*

KKL

MAR 16 2022

63

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12
13 **FOR THE COUNTY OF RIVERSIDE**

14 STEVE DIAB QAWAS, as an individual and
15 on behalf of all others similarly situated,

16 Plaintiff,

17 vs.

18 SOCAL FRAMING, INC., a California
19 Corporation; and DOES 1 through 100,

20 Defendants.

CASE NO. RIC1902588

*[Case assigned for all purposes to the Hon.
Sunshine S. Sykes, Dept. 6]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, ATTORNEYS'
FEES AND COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT**

Date: March 14, 2022
Time: 8:30 a.m.
Dept.: 6

Reservation: 249023129561

Action Filed: April 23, 2019
Trial Date: None Set

1 **[PROPOSED] JUDGMENT AND ORDER**

2 Plaintiff Steve Diab Qawas' Motion for Final Approval of Class Action Settlement,
3 Attorneys' Fees and Costs, and Class Representative Enhancement Payment came on regularly
4 for hearing before this Court on March 14, 2022, at 8:30 a.m., pursuant to California Rule of
5 Court 3.769 and this Court's Order Granting Preliminary Approval of Class Action Settlement
6 ("Preliminary Approval Order"). Having considered the Stipulation of Settlement ("Settlement"
7 or "Settlement Agreement") filed on June 21, 2021 and attached as Exhibit 1 to the Declaration
8 of Fletcher W. Schmidt, and all other documents and evidence presented in support thereof, and
9 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
10 prosecution, and the benefits to be received by the Class Members pursuant to the Settlement, the
11 Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate,
12 and is the product of good faith, arms'-length negotiations between the parties. Good cause
13 appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class
14 Action Settlement and HEREBY ORDERS THE FOLLOWING:

15 1. Final judgment is hereby entered in conformity with the Settlement and this
16 Court's Preliminary Approval Order.

17 2. The conditional class certification contained in the Preliminary Approval Order is
18 hereby made final, and the Court thus certifies, for purposes of the Settlement, the Settlement
19 Class defined as:

20 All current and former non-exempt employees of Defendant Social Framing,
21 Inc. ("Defendant") who worked in California between April 23, 2015, and
22 August 11, 2021 (the "Class Period").

23 3. Plaintiff Steve Diab Qawas is hereby confirmed as the Class Representative and
24 Fletcher W. Schmidt, Paul K. Haines, and Andrew Rowbotham of Haines Law Group, APC are
25 hereby confirmed as Class Counsel.

26 4. Notice was provided to the Class Members as set forth in the Settlement
27 Agreement, which was approved by the Court on August 11, 2021, and the notice process has
28 been completed in conformity with the Court's Preliminary Approval Order. The Court finds that

1 said notice constituted reasonable notice under the circumstances, and constituted valid, due, and
2 sufficient notice to all Class Members. The Notice of Class Action Settlement provided due and
3 adequate notice of the proceedings and matters set forth therein, informed Class Members of their
4 rights, and fully satisfied the requirements of California Code of Civil Procedure § 382, California
5 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other
6 applicable law.

7 5. The Court finds that no Class Members validly objected to or requested to be
8 excluded from the Settlement, and the 100% participation rate supports final approval.

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

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

20 8. The Court finds that given the absence of objections, and objections being a
21 prerequisite to appeal, this Order shall be considered final as of the Effective Date (which is
22 defined in the Settlement Agreement as the date which the Court grants final approval of the
23 Settlement if no Class Members file objections or appeal the Settlement).

24 9. As of the date that this Judgment becomes final, all Class Members, release and
25 discharge Defendant, its officers, directors, employees, and agents (collectively, the “Released
26 Parties”) from any and all claims stated in the complaint titled *Steve Diab Qawas, et al. v. Socal*
27 *Framing, Inc.*, Riverside County Superior Court Case No. RIC1902588 (the “Action”) and those
28 based solely upon the facts alleged in the complaint filed in the Action, including claims for:

1 minimum wage violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197); failure to accurately
2 pay all overtime wages (Labor Code §§ 204, 510, 558, 1194, 1198); rest period violations (Labor
3 Code §§ 226.7, 516, 558); meal period violations (Labor Code §§ 226.7, 512, 558); wage
4 statement violations (Labor Code § 226 *et seq.*); waiting time penalties (Labor Code §§ 201-203);
5 unfair competition (Business and Professions Code § 17200 *et seq.*) (collectively, the “Released
6 Claims”).

7 10. This judgment does not: (a) expose Class Members to a potential contempt charge
8 by barring or otherwise enjoining the class members from prosecuting the released claims or
9 (b) include a provision that Class Members are deemed to have agreed not to sue on any released
10 claims, or any other provision that may expose Class Members to potential liability for either
11 breach of contract or misrepresentation.

12 11. The Court orders Defendant to deposit the entire Maximum Settlement Amount of
13 \$1,475,000.00 with Phoenix Settlement Administrators (the “Settlement Administrator”) within
14 30 calendar days of the date of this Order.

15 12. The Court finds that the payment to the State of California Labor and Workforce
16 Development Agency (“LWDA”) in the amount of \$37,500.00 for its 75% share of the civil
17 penalties allocated under the PAGA is fair, reasonable, and adequate, and orders the Settlement
18 Administrator to distribute this payment in conformity with the terms of the Settlement.

19 13. The Court finds that the Class Representative Enhancement Payment in the
20 amount of \$5,000.00 is appropriate in recognition of the risks Plaintiff undertook; for the amount
21 of time and effort spent by Plaintiff as the Class Representative; and the service Plaintiff provided
22 to the Class Members. The Court finds that this amount is fair, reasonable, and adequate, and
23 orders that the Settlement Administrator make this payment in conformity with the terms of the
24 Settlement.

25 14. The Court finds that attorneys’ fees in the total amount of \$491,666.67 and
26 litigation costs of \$15,506.25 for Class Counsel are fair, reasonable, and adequate. The Court
27 orders the Settlement Administrator to distribute these payments to Class Counsel in conformity
28 with the terms of the Settlement.

1 15. The Court orders that the Settlement Administrator shall be paid \$16,750.00 from
2 the Maximum Settlement Amount for all of its work done and to be done until the completion of
3 this matter and finds that sum appropriate.

4 16. The Court finds that the Individual Settlement Payments, as provided for in the
5 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
6 distribute these payments in conformity with the terms of the Settlement. The Court orders that
7 envelopes containing Individual Settlement Payments bear the notation, "YOUR CLASS
8 ACTION SETTLEMENT CHECK IS ENCLOSED."

9 17. The Court orders the Settlement Administrator to mail a reminder postcard to any
10 Class Member whose Individual Settlement Payment has not been negotiated within 60 days after
11 the date of mailing. Additionally, if any Class Members are current employees of Defendant and
12 their Individual Settlement Payment are returned to the Settlement Administrator as undeliverable
13 without an updated mailing address, the Settlement Administrator is ordered to arrange with
14 Defendant to have those distributions delivered to Class Members at their place of employment.

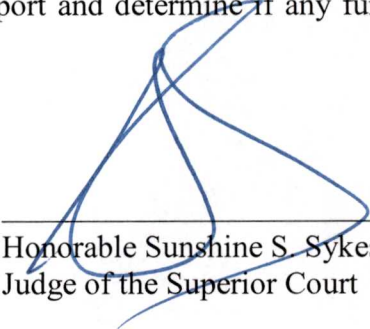
15 18. Any funds from Individual Settlement Payment checks remaining uncashed after
16 the 180-day check-cashing deadline will be distributed to the Controller of the State of California
17 to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the
18 name of the Settlement Class Member to whom the check was issued, until such time that they
19 claim their property.

20 19. This document shall constitute a final judgment pursuant to California Rule of
21 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final
22 approval hearing, the court must make and enter judgment. The judgment must include a
23 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
24 judgment. The court may not enter an order dismissing the action at the same time as, or after,
25 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final
26 Approval Order, and this Judgment, pursuant to California Rule of Court 3.769(h) and California
27 Code of Civil Procedure § 664.6. The Settlement Administrator is ordered to provide a copy of
28 this Judgment to the Class Members along with their Individual Settlement Payments.

1 20. Plaintiff will submit to the Court a final report in the form of a declaration from
2 the Settlement Administrator on or before January 20, 2023, setting forth (i) the date the checks
3 were mailed, (ii) the total number of checks mailed to Class Members, (iii) the average amount
4 of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those
5 uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date
6 of the disposition of those unclaimed funds. The Court will hold a non-appearance case review
7 on February 6, 2023, at 8:30 a.m. to review the report and determine if any further reports or
8 hearings are necessary.

9 **IT IS SO ORDERED.**

10 Dated: 3/14, 2022



Honorable Sunshine S. Sykes
Judge of the Superior Court