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

JIMMY ARROYO, individually, on behalf of
other members of the general public similarly
situated, and on behalf of aggrieved employees
pursuant to the Private Attorneys General Act
of 2004 ("PAGA");

Plaintiff,

v.

BENTLEY MILLS, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 20PSCV00789

Assigned for All Purposes to:
Honorable Salvatore Sirna
Department G

CLASS ACTION

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

Hearing Date: January 3, 2023
Hearing Time: 8:30 a.m.
Hearing Place: Department G

Complaint Filed: November 13, 2020
FAC Filed: November 10, 2021
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

01/03/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Vasquez Deputy

1 The Court, having read the papers filed regarding Plaintiff Jimmy Arroyo's ("Plaintiff")
2 Motion for Final Approval of Class Action Settlement, and considering the papers submitted in
3 support of the motion, including the Joint Stipulation and Settlement Agreement ("Settlement
4 Agreement," "Settlement," or "Agreement"), hereby FINDS AND ORDERS:

5 Plaintiff and Defendant Bentley Mills, Inc. ("Defendant") entered the Settlement
6 Agreement on or about February 1, 2022 to settle this lawsuit.

7 The Court entered an Order dated July 25, 2022 preliminarily approving the settlement of
8 this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure section
9 382 and California Rule of Court 3.769, ordering notice to be sent to Class Members, and
10 providing Class Members with an opportunity to object to the Settlement or exclude themselves
11 from the Class. A Final Approval Hearing was scheduled on January 3, 2023.

12 The Court held a Final Approval Hearing on January 3, 2023 to determine whether to
13 give final approval to the Settlement of this lawsuit.

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

18 2. Jurisdiction. Because adequate notice has been disseminated and the Class been
19 given the opportunity to request exclusion, the Court has personal jurisdiction with respect to the
20 claims of all Class Members. The Court also has subject matter jurisdiction over this lawsuit,
21 including jurisdiction to approve the Settlement and grants final certification of the Class.

22 3. Final Class Certification. The Court finds the Class satisfies all applicable
23 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
24 process. The Court certifies the Class consisting of any and all persons who worked at Defendant
25 (whether hired directly or engaged through a staffing agency) as non-exempt employees in
26 California at any time from September 8, 2019 to December 31, 2021 ("Class," "Class
27 Members," and "Class Period"). There are four hundred thirty-one (431) Class Members who did
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not submit a valid and timely request to exclude themselves from the Settlement (“Participating Class Members”).^{1 2}

4. Adequacy of Representation. Class Counsel fully and adequately represented the Class for purposes of entering and implementing the Settlement and satisfied the requirements of Code of Civil Procedure section 382.

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

a. constitutes notice reasonably calculated to apprise Class Members of: (i) pendency of this lawsuit; (ii) material terms and provisions of the Settlement and their rights; (iii) their right to object to any aspect of the Settlement; (iv) their right to exclude themselves from the Settlement; (v) their right to receive an Individual Settlement Share; (vi) their right to appear at the Final Approval Hearing; and (vii) binding effect of the orders and judgment in this lawsuit on all Participating Class Members;

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

c. constitutes the best practicable notice to Class Members under the circumstances of this lawsuit; and

d. constitutes notice reasonable, adequate, and sufficient to Class Members.

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¹ The Settlement Administrator mailed Notice Packets to four hundred thirty-four (434) Class Members and received three (3) requests for exclusion. Thus, there are four hundred thirty-one (431) Participating Class Members.

² There are also four hundred thirty-four (434) Eligible Aggrieved Employees. The three (3) Class Members who requested exclusion are still entitled to their portion of the PAGA Payment and are bound to the PAGA Release of Claims. The three (3) Class Members who opted out are Victriann A. Fitzpatrick, Alberto C. Flores, and Tayron Perez.

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

7 7. Binding Effect. The terms and provisions of the Settlement Agreement and this
8 Order and Judgment are binding on Plaintiff, Participating Class Members, Eligible Aggrieved
9 Employees, and their spouses, heirs, registered domestic partners, executors, administrators,
10 successors, and assigns who are all forever barred and enjoined from prosecuting both the
11 Released Claims against the Released Parties as well as the Private Attorneys General Act of
12 2004 ("PAGA") Released Claims against the Released Parties. In addition, the Settlement
13 Agreement and this Order and Judgment shall have res judicata, claim preclusion, and other
14 preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by
15 or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings
16 involve matters that were or could have been raised in this lawsuit. The Settlement Agreement
17 will have no binding effect upon, and provide no res judicata preclusion to, those Class Members
18 who have submitted timely requests for exclusion except for the three (3) Class Members who
19 requested exclusion who will still be subject to the PAGA Release of Claims and res judicata,
20 claim preclusion, and other preclusive effect that will apply to PAGA claims.

21 8. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
22 any action to enforce the terms and provisions of the Settlement Agreement.

23 9. Release of Claims. Upon Defendant's fulfillment of its payment obligations
24 under section III (K)(9)(a) of the Agreement, Class Members, who do not submit a timely and
25 valid request for exclusion, waive, release, promise never to assert in any forum, remise, and
26 forever discharge the Released Parties from the Released Claims during the Class Period. The
27 Released Claims is defined in section I(GG) of the Agreement.

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- 1 a. Effect of PAGA Settlement. Upon Defendant’s fulfillment of its payment
2 obligations under section III (K)(9)(a) of the Agreement, the California Labor and
3 Workforce Development Agency (“LWDA”) and any other representative, proxy,
4 or agent thereof, including, but not limited to, any and all Eligible Aggrieved
5 Employees during the Private Attorneys General Act of 2004 (“PAGA”) Timeframe, from pursuing any action for civil penalties under Labor Code section
6 2698, *et seq.* (PAGA) against the Released Parties based on or arising out of
7 alleged violations of Labor Code sections alleged in Brianna Guzman’s letter to
8 the LWDA, Plaintiff’s letter to the LWDA, and operative complaint. The PAGA
9 Release of Claims is defined in section III(M) of the Agreement.
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- 11 b. Plaintiff’s Release of Claims and General Release. Upon Defendant’s fulfillment
12 of its payment obligations under section III (K)(9)(a) of the Agreement, and in
13 exchange for the Class Representative Enhancement Payment to Plaintiff, in
14 recognition of his work and efforts in obtaining the benefits for the Class and
15 undertaking the risk for the payment of costs in the event this matter had not
16 successfully resolved, Plaintiff provides a general release of claims for himself
17 and his respective spouse, heirs, successors, and assigns as set forth in the section
18 III (N) of the Agreement. Plaintiff also stipulates and agrees, as of the Effective
19 Final Settlement Date, Plaintiff shall be deemed to have, expressly waived and
20 relinquished, to the fullest extent permitted by law, the provisions, rights, and
21 benefits of section 1542 of the Civil Code, or any other similar provision under
22 federal or state law.
- 23 c. Released Parties. The Released Parties include Defendant and any and all of its
24 affiliated companies and its past, present or future parent companies, subsidiaries,
25 affiliates, divisions, shareholders, members, real or alleged alter egos, real or
26 alleged joint employers, agents (including, without limitation, any investment
27 bankers, accountants, managing agents, investors, partners, accountants,
28 administrators, insurers, reinsurers, attorneys and any past, present or future

officers, directors and employees) predecessors, successors, transferees, and assigns. For the avoidance of doubt, the Released Parties includes any entity contracted with Defendant for the provision of staffing agency employees regarding Class Members during the Class Period or Eligible Aggrieved Employees during PAGA Timeframe.

10. Class Representative Enhancement Payment. The Court finds the Class Representative Enhancement Payment of \$10,000, to be paid by Defendant to Plaintiff out of the Gross Settlement Amount, to be reasonable and appropriate. Class Representative Enhancement Payment is to be paid pursuant to the terms and provisions set forth in the Agreement.

a. The rationale for making enhancement payments is class representatives should be compensated for the expense and risk they incurred in conferring a benefit on the Class. Criteria courts consider include: (1) risk to the class representatives in commencing suit; (2) notoriety and personal difficulties; (3) amount of time and effort spent by the class representatives; (4) duration of the litigation; and (5) personal benefit (or lack thereof) enjoyed by class representatives.

b. The Court reviewed Plaintiff's declaration outlining his involvement. Given the risks inherent in his services as the class representative, duration of the case and time involved, and benefits created for the Class, the Court approves the payment of the Class Representative Enhancement Payment of \$10,000 to Plaintiff.

11. Attorney Fee Award and Cost Award. The Court finds the Attorney Fee Award of \$250,000, to be paid out of the Gross Settlement Amount by Defendant to Class Counsel, to be reasonable and appropriate. The Court further finds the Cost Award as reimbursement for actual litigation costs incurred of \$11,663.84, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions set forth in the Settlement. Defendant shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also not be required to pay for any other attorneys' fees and expenses, costs, or disbursements

1 incurred by Plaintiff or Class Members in connection with or related in any manner to this
2 lawsuit, Settlement, settlement administration, and/or Released Claims.

3 a. The Court has an independent right and responsibility to review the requested
4 Attorney Fee Award and only award so much as it determines reasonable. (See
5 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
6 127-28.) The Attorney Fee Award requested by Class Counsel of \$250,000 is one-
7 third (1/3) of the common fund created for the benefit of the Class and is
8 supported by use of the percentage-fee method.³ (See *Laffitte v. Robert Half*
9 *International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the exceptional results
10 achieved, financial risk undertaken, novel and difficult nature of this litigation,
11 skills required, percentage fees award in previous and other cases, and contingent
12 fees charged in the marketplace, the Court finds the requested Attorney Fee
13 Award is consistent with the marketplace, is reasonable, and is approved.

14 b. The Court reviewed the declaration of Douglas Han regarding the costs expended
15 in prosecuting this case. Under the terms of the Settlement, Class Counsel may
16 seek reimbursement of up to \$20,000 in litigation costs. The Court finds Class
17 Counsel expended \$11,663.84 in litigation costs, and such costs were reasonable.
18 Thus, the Court approves the payment of the Cost Award of \$11,663.84 from the
19 common fund for the reimbursement of Class Counsel's litigation costs.

20 12. Administration Costs. The Court finds Administration Costs of \$10,000, to be
21 paid by Defendant to the Settlement Administrator out of the Gross Settlement Amount, to be
22 reasonable and appropriate. The Administration Costs are to be paid pursuant to terms and
23 provisions set forth in the Settlement Agreement.

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28 ³ The Parties agreed to request an Attorney Fee Award of one-third (1/3) of the Gross Settlement Amount instead of thirty-five percent (35%) of the Gross Settlement Amount as

- a. The Court reviewed the declaration of Taylor Mitzner from Phoenix Class Action Administration Solutions, the Court-approved Settlement Administrator. The Court finds notice was provided to the Class pursuant to the Preliminary Approval Order, constitutes the best practicable notice to the Class, and satisfied due process. The Court approves the payment of the Administration Costs of \$10,000 for the Settlement Administrator's services in administering the Settlement.

13. PAGA Payment. The Court finds the PAGA Payment of \$50,000, seventy-five percent (75%) of which (\$37,500) will be paid to the LWDA out of the Gross Settlement Amount and twenty-five percent (25%) of which (\$12,500) shall be distributed to Eligible Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Payment is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

14. Funding of the Settlement. Because there were no objections to the Settlement, no later than thirty (30) calendar days after both the entry of the order granting final approval of the Settlement and the Judgment in the case, Defendant shall deposit the Gross Settlement Amount of \$750,000 needed to pay the entire Gross Settlement Amount by wiring the funds to the Settlement Administrator. Defendant shall also at this time provide any tax information that the Settlement Administrator may need to calculate each Participating Class Member's Individual Settlement Share. Within fourteen (14) calendar days after this funding, the Settlement Administrator shall calculate and pay all payments due under the Settlement.

15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the Settlement Agreement is entitled to a presumption of fairness. In the moving papers, Plaintiff contends the Settlement Agreement was the product of arm's-length negotiations following extensive litigation, discovery, and exchange of documentation. The negotiations were facilitated with the aid of Honorable Carl West, an experienced and well-respected mediator.

- a. The fairness of the Settlement is also illustrated by the gross *average* Individual Settlement Share being approximately \$992.71, and the gross *highest* Individual Settlement Share being about \$1,992.34.

reflected in the Settlement Agreement.

b. The fairness of the Settlement is demonstrated by there being no objections to and only three (3) requests for exclusion from the Settlement. The Class Members who requested exclusion are Victriann A. Fitzpatrick, Alberto C. Flores, and Tayron Perez.

16. Uncashed Checks. Participating Class Members and Eligible Aggrieved Employees must cash or deposit their Individual Settlement Share checks or their checks for the PAGA Payment to Eligible Aggrieved Employees within one hundred eighty (180) calendar days after the checks are mailed by the Settlement Administrator to them. Uncashed settlement checks will be canceled and paid to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and Eligible Aggrieved Employee.

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

18. Final Accounting and Compliance. The Court sets a nonappearance case review for September 14, 2023 in Department G. Within five (5) court days before this hearing, Plaintiff shall file a compliance status report. Pursuant to Code of Civil Procedure section 384, the compliance status report shall specify the total amount paid to Participating Class Members and the residual of the unclaimed settlement funds that will be paid to the entity identified as the recipient of such funds in the Settlement Agreement.

19. No Admissions. The Settlement is not an admission by Defendant or any of the other Released Parties of the validity of any claims in this lawsuit or of any wrongdoing by Defendant or any of the Released Parties. Neither this Order and Judgment nor the Settlement may be construed as or may be used as an admission by or against Defendant or any of the Released Parties. This Order and Judgment does not represent a finding by this Court on the

merits of this matter, that Defendant is liable for any of the conduct alleged, or that Plaintiff would succeed in certifying a class absent the Parties' stipulation to settle.

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

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

The Motion for Final Approval of Class Action Settlement, Attorney Fee Award, Cost Award, and Class Representative Enhancement Payment is GRANTED. The Settlement Administrator is directed to carry out the terms of the Settlement Agreement forthwith.

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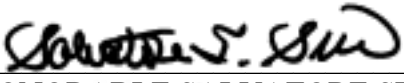
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1 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
2 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
3 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
4 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT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

8 IT IS SO ORDERED.

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10 DATED: 01/03/2023




HONORABLE SALVATORE SIRNA
SUPERIOR COURT JUDGE
Salvatore Sirna / 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 January 3, 2023, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Arroyo v. Bentley Mills, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-805423-20**
Court Case No.: 20PSCV00789
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 January 3, 2023, at Pasadena, California.



Mariah Anderson