

DEC -2 2022

By: S. Goodrich, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

Kevin Larue, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

Diamond Environmental Services, LP;
Diamond Maintenance Services, LLC;
Diamond Power Services, Inc.; Diamond
Solid Water Services, Inc.; and DOES 1
through 20, inclusive,

Defendants.

Case No. 37-2020-00031678-CU-OE-CTL

*Assigned for all purposes to
Hon. Judge Eddie C. Sturgeon
Dept. C-67*

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

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1 3. With respect to the Settlement Class and for purposes of approving this Settlement
2 only, this Court finds and concludes that: (a) the members of the Settlement Class are
3 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
4 of law or fact common to the Settlement Class, and there is a well-defined community of interest
5 among members of the Settlement Class with respect to the subject matter of the Action; (c) the
6 claims of Class Representative Kevin Larue are typical of the claims of the members of the
7 Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of
8 the members of the Settlement Class; (e) a class action is superior to other available methods for
9 an efficient adjudication of this controversy; and (f) the counsel of record for the Class
10 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their
11 individual and representative capacities for the Class.

12 4. The Court has certified a Settlement Class, as that term is defined in and by the
13 terms of the Settlement Agreement as all current and former non-exempt employees employed
14 by Diamond Environmental Services, LP, Diamond Maintenance Services, LLC, Diamond
15 Power Services, Inc., and Diamond Solid Water Services, Inc. at any time during the Class Period
16 of April 6, 2016, through May 2, 2022, and the Court deems this definition sufficient for purposes
17 of California Rule of Court 3.765(a).

18 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

19 6. The Court hereby confirms Plaintiff Kevin Larue as the Class Representative in
20 this Action.

21 7. The Court finds and determines that the terms set forth in the Settlement
22 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
23 according to its terms, having found that the Settlement was reached as a result of informed and
24 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
25 that the Parties conducted extensive investigation, research, and discovery and that their attorneys
26 were able to reasonably evaluate their respective positions. The Court also finds that the
27 Settlement Agreement will enable the Parties to avoid additional and potentially substantial
28 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The

1 Court has reviewed the monetary recovery provided as part of the Settlement and recognizes the
2 significant value accorded to the Class.

3 8. The Court further finds and determines that the terms of the Settlement are fair,
4 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that
5 the Settlement Agreement is ordered finally approved, and that all terms and provisions of the
6 Settlement should be and hereby are ordered to be consummated.

7 9. The Court hereby approves the Gross Settlement Amount of \$2,000,000.00.

8 10. The Court finds and determines that the Individual Settlement Payments to be paid
9 to participating Settlement Class Members as provided for by the Settlement are fair and
10 reasonable. The Court hereby gives final approval to and orders the payment of those amounts
11 be made to the participating Settlement Class Members in accordance with the Settlement
12 Agreement.

13 11. The Court finds and determines that payment to the California Labor and
14 Workforce Development Agency of \$37,500.00 as its share of the settlement of civil penalties in
15 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
16 that the payment of that amount be paid in accordance with the Settlement Agreement.

17 12. The Court finds and determines that the fees and expenses in administering the
18 Settlement incurred by ILYM Group, Inc., in the amount of up to \$15,000.00, are fair and
19 reasonable. The Court hereby gives final approval to and orders that the payment of that amount
20 in accordance with the Settlement. All unused funds will revert to the settlement fund to be
21 distributed to Participating Class Members.

22 13. The Court finds and determines the Class Representative Incentive Award of
23 \$15,000 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to make
24 this payment to the Plaintiff/Class Representative in accordance with the terms of the Settlement
25 Agreement.

26 14. Pursuant to the terms of the Settlement, and the authorities, evidence and
27 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
28 in the sum of \$666,666.67 and actual litigation costs of \$14,383.21. The Court finds such

1 amounts to be fair and reasonable. The Court hereby orders the Settlement Administrator to
2 make these payments in accordance with the terms of the Settlement Agreement.

3 15. Without affecting the finality of this order or the entry of judgment in any way,
4 the Court retains jurisdiction of all matters relating to the interpretation, administration,
5 implementation, effectuation, and enforcement of this order and the Settlement.

6 16. Neither Defendants nor any related persons or entities shall have any further
7 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
8 except as provided for by the Settlement Agreement.

9 17. Neither the making of the Settlement Agreement nor the entry into the Settlement
10 Agreement constitutes an admission by Defendants, nor is this order a finding of the validity of
11 any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a
12 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
13 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement
14 be construed as an admission or concession by or against Defendants or any related person or
15 entity.

16 18. Nothing in this order shall preclude any action to enforce the Parties' obligations
17 under the Settlement or under this order, including the requirement that Defendants make
18 payment to the participating Settlement Class Members in accordance with the Settlement.

19 19. Upon completion of administration of the Settlement, the Settlement
20 Administrator will provide written certification of such completion to the Court and counsel for
21 the Parties which shall be filed with the Court five (5) court days before the non-appearance
22 compliance hearing set for 10-9, 2023 at 8:30 a.m./p.m. in Dept. C-67.

23 20. The Court hereby enters final judgment in accordance with the terms of the
24 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement,
25 and this Order.

26 21. The Parties will bear their own costs and attorneys' fees except as otherwise
27 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
28 costs.

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DATED: DEC 02 2022, 2022

Eddie C. Sturgeon, Judge
Honorable Eddie C. Sturgeon
JUDGE OF THE SUPERIOR COURT