

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
RAUL NUNEZ

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
RAUL NUNEZ

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

RAUL NUNEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TK SERVICES, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No.: BC682512

*[Assigned for All Purposes to Hon. Kenneth R.
Freeman, SSC-14]*

[PROPOSED] FINAL JUDGMENT

Date: July 19, 2022
Time: 11:30 a.m.
Dept.: SSC-14

Complaint Filed: November 6, 2017
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on July 19, 2022, pursuant
2 to California Rule of Court 3.769 and this Court’s June 22, 2021 Order Granting Preliminary
3 Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the
4 parties’ Stipulation of Settlement (referred to hereinafter as “Settlement” or “Settlement
5 Agreement”)¹ and the documents and evidence presented in support thereof, and the submissions
6 of counsel, the Court hereby ORDERS and enters JUDGMENT as follows:

7 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

10 All current and former non-exempt, hourly employees of Defendant TK Services,
11 Inc. who worked for Defendant in California at any time from November 6, 2013
12 through June 22, 2021.

13 2. Plaintiff Raul Nunez is hereby confirmed as Class Representative, and Scott M.
14 Lidman, Elizabeth Nguyen and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines
15 Law Group, APC are hereby confirmed as Class Counsel.

16 3. Notice was provided to the Settlement Class as set forth in the Settlement. The
17 form and manner of notice were approved by the Court on June 22, 2021, and the notice process
18 has been completed in conformity with the Court’s Order. The Court finds that said notice was
19 the best notice practicable under the circumstances. The Notice Packet provided due and
20 adequate notice of the proceedings and matters set forth therein, informed Settlement Class
21 members of their rights, and fully satisfied the requirements of California Code of Civil
22 Procedure § 1781(e), California Rule of Court 3.769, and due process.

23 4. The Court finds that no Settlement Class member objected to the Settlement and
24 no Settlement class member has opted out of the Settlement, and that the 100% participation rate
25 in the Settlement supports final approval.

26
27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 5. The Court hereby approves the settlement as set forth in the Settlement
2 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
3 Agreement according to its terms.

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

13 7. The Court orders that TK Services, Inc. deliver the Gross Settlement Amount of
14 \$1,750,000.00 to Phoenix Settlement Administrators, the Settlement Administration, within
15 thirty (30) calendar days of this Order, as provided for in the Settlement.

16 8. The Court finds that the settlement payments, as provided for in the Settlement,
17 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
18 individual payments in conformity with the terms of the Settlement.

19 9. The Court finds that a service award in the amount of \$7,500.00 for Plaintiff Raul
20 Nunez is appropriate for his risks undertaken and service to the Settlement Class. The Court
21 finds that this award is fair, reasonable, and adequate, and orders that the Settlement
22 Administrator make this payment in conformity with the terms of the Settlement.

23 10. The Court finds that attorneys' fees in the amount of \$583,333.33, and actual
24 litigation costs of \$35,580.76 for Class Counsel, are fair, reasonable, and adequate, and orders
25 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
26 the terms of the Settlement.

1 11. The Court orders that the Settlement Administrator shall be paid \$10,000.00 from
2 the Gross Settlement Amount for all of its work done and to be done until the completion of this
3 matter, and finds that sum appropriate.

4 12. The Court finds that the payment to the California Labor & Workforce
5 Development Agency (“LWDA”) in the amount of \$37,500.00 for its share of the settlement of
6 Plaintiff’s representative action under the California Labor Code Private Attorneys General Act
7 (“PAGA”) is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
8 this payment to the LWDA in conformity with the terms of the Settlement.

9 13. Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for
10 the portion of the Net Settlement Amount allocated to wages shall be paid by TK Services, Inc.
11 separately, and in addition to, the Gross Settlement Amount.

12 14. The Court finds and determines that upon satisfaction of all obligations under the
13 Settlement and this Order, all Settlement Class members will be bound by the Settlement, will
14 have released the Released Claims as set forth in the Settlement, and will be permanently barred
15 from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

16 15. Upon satisfaction of all obligations under the Settlement and the Final Approval
17 Order, by virtue of this Judgment, Plaintiff and all Class Members shall fully release and
18 discharge Defendant, and all of its past and present officers, directors, shareholders, managers,
19 employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its
20 respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys,
21 (collectively the “Released Parties”), from claims, demands, rights, liabilities and causes of
22 action that were pled in the operative Complaint in the Action, or which could have been pled in
23 the operative Complaint in the Action based on the factual allegations therein, that arose during
24 the Class Period including but not limited to the following claims: (a) failure to pay all overtime
25 wages owed; (b) failure to pay all minimum wages owed; (c) failure to pay all wages at the
26 agreed-upon rate; (c) failure to provide meal periods, or premium pay for non-compliant meal
27 periods; (d) failure to authorize and permit rest periods, or premium pay for non-complaint rest
28

1 periods; (e) failure to provide accurate, itemized wage statements; (f) failure to timely pay wages
2 upon separation of employment; and (g) all claims for unfair business practices that could have
3 been premised on the facts, claims, causes of action or legal theories described above
4 (collectively, the “Released Claims”). The time period for the release of the Released Claims
5 shall be the same time period as the Class Period.

6 16. PAGA Employees, including Plaintiff, will release and forever discharge all
7 claims, demands, rights, liabilities and causes of action for penalties under California Labor Code
8 Private Attorneys General Act of 2004 against the Released Parties based on (as alleged in the
9 letter to the Labor & Workforce Development Agency (“LWDA”) October 28, 2020 and the
10 operative Complaint for: (a) failure to pay all overtime wages owed; (b) failure to pay all
11 minimum wages owed; (c) failure to pay all wages at the agreed-upon rate; (c) failure to provide
12 meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit
13 rest periods, or premium pay for non-complaint rest periods; (e) failure to provide accurate,
14 itemized wage statements; and (f) failure to timely pay wages upon separation of employment
15 (collectively, “PAGA Released Claims”). The PAGA Period and the time period of the PAGA
16 Released Claims is defined as the time period of November 6, 2016 through June 22,
17 2021(“PAGA Period”)

18 17. In light of the Class Representative Service Award, Plaintiff agrees to release, in
19 addition to the Released Claims described above, all claims, whether known or unknown, under
20 federal law or state law against the Released Parties. Notwithstanding the foregoing, Plaintiff
21 understands that this release includes unknown claims, which includes waiving all rights and
22 benefits afforded by Section 1542 of the California Civil Code, which provides:

23 **A general release does not extend to claims that the creditor or**
24 **releasing party does not know or suspect to exist in his or her favor**
25 **at the time of executing the release, and that if known by him or**
26 **her would have materially affected his or her settlement with the**
27 **debtor or released party.**
28

1 18. The releases identified herein will only be effective on the date that Defendant
2 fully funds the Gross Settlement Amount.

3 19. This document shall constitute a final judgment pursuant to California Rule of
4 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
5 approval hearing, the court must make and enter judgment. The judgment must include a
6 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
7 judgment. The court may not enter an order dismissing the action at the same time as, or after,
8 entry of judgment.”

9 20. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
10 Order, and this Judgment.

11
12 **JUDGMENT IS SO ENTERED.**

13
14 Dated: _____, 2022

Honorable Kenneth R. Freeman
Judge of the Superior Court