

FILED
Superior Court of California
County of Los Angeles

08/15/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: B. Guerrero Deputy

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**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]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

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 recognizing the
6 sharply disputed factual and legal issues involved in this case, the risks of further prosecution
7 and the substantial benefits to be received by the Settlement Class pursuant to the Settlement,
8 the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and
9 adequate, and is the product of good faith, arm's-length negotiations between the parties. Good
10 cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final Approval of
11 Class Action Settlement and ORDERS as follows:

12 1. The conditional class certification contained in the Preliminary Approval Order is
13 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
14 Class consisting of:

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

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

20 3. Notice was provided to the Settlement Class as set forth in the Settlement. The
21 form and manner of notice were approved by the Court on June 22, 2021, and the notice process
22 has been completed in conformity with the Court's Order. The Court finds that said notice was
23 the best notice practicable under the circumstances. The Notice Packet provided due and
24 adequate notice of the proceedings and matters set forth therein, informed Settlement Class
25

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.

members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

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

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

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

7. The Court finds that given the absence of objections to the Settlement, and objections being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

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

9. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed shall be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of the Settlement Class member.

1 10. The Court finds that the settlement payments, as provided for in the Settlement,
2 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
3 individual payments in conformity with the terms of the Settlement.

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

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

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

15 14. The Court finds that the payment to the California Labor & Workforce
16 Development Agency ("LWDA") in the amount of \$37,500.00 for its share of the settlement of
17 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
18 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
19 this payment to the LWDA in conformity with the terms of the Settlement.

20 15. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
21 the portion of the Net Settlement Amount allocated to wages shall be paid by TK Services, Inc.
22 separately, and in addition to, the Gross Settlement Amount.

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

1 17. The Settlement is not an admission by Defendant nor is this Order a finding of
2 the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the
3 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement,
4 shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of
5 Defendant.

6 18. The Court will retain jurisdiction to enforce the Settlement, this Final Approval
7 Order, and the Judgment entered in connection with the Settlement.

8 19. The Settlement Administrator shall file a declaration regarding the disbursement
9 of Settlement funds on or before April 28, 2023.

10 **IT IS SO ORDERED.**



A handwritten signature in black ink, appearing to read "Kenneth R. Freeman".

Kenneth R. Freeman / Judge

12 Dated: 08/15/2022, ~~2022~~

Honorable Kenneth R. Freeman
Judge of the Superior Court