

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
LIZETTE RODRIGUEZ (SBN 335182)
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Tel: (818) 230-7502
Fax: (818) 230-7259

Attorneys for Plaintiffs

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

NICOLE MENDOZA, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

ALLIED SALES AND DISTRIBUTION,
INC., a California corporation; and DOES 1
through 100, inclusive;

Defendants.

Case No.: 20STCV31836

Assigned for All Purposes to:
Honorable Elihu M. Berle
Department 6

CLASS ACTION

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

Hearing Date: August 22, 2023
Hearing Time: 10:00 a.m.
Hearing Place: Department 6

Complaint Filed: August 20, 2020
FAC Filed: September 1, 2021
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles
08/24/2023
David W. Slayton, Executive Officer / Clerk of Court
By: M. Fregoso Deputy

1 The Court, having read the papers filed regarding Plaintiffs Nicole Mendoza and Tony
2 Nunley’s (“Plaintiffs”) Motion for Final Approval of Class Action Settlement, and considering
3 the papers submitted in support of the motion, including the Joint Stipulation of Settlement and
4 Release of Class Action (“Settlement Agreement,” “Settlement,” or “Agreement”), hereby

5 **FINDS AND ORDERS:**

6 Plaintiffs and Defendant Allied Sales and Distribution, Inc. (“Defendant”) entered the
7 Settlement Agreement on or about July 25, 2022 to settle this lawsuit.

8 The Court entered an order dated January 17, 2023 preliminarily approving the settlement
9 of this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil Procedure
10 section 382 and California Rule of Court 3.769, ordering notice to be sent to Settlement Class
11 Members, providing Settlement Class Members with an opportunity to object to the Settlement
12 or exclude themselves from the Settlement Class, and scheduling a Final Approval Hearing.

13 The Court held a Final Approval Hearing on August 22, 2023 to determine whether to
14 give final approval to the Settlement of this lawsuit.

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

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

24 3. Final Class Certification. The Court finds the Settlement Class satisfies all
25 applicable requirements of Code of Civil Procedure section 382, California Rule of Court 3.769,
26 and due process. The Court certifies the Settlement Class consisting of all current and former
27 non-exempt California employees of Defendant who were employed by Defendant during the
28 period from April 6, 2016, through February 28, 2022 (“Settlement Class” and “Class Period”).

1 There are two hundred twenty-seven (227) Settlement Class Members who did not timely and
2 validly opt-out of the Settlement Class (“Participating Settlement Class Members”).

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

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

- 11 a. constitutes notice reasonably calculated to apprise Settlement Class Members of:
 - 12 (i) pendency of this lawsuit; (ii) material terms and provisions of the Settlement
 - 13 Agreement and their rights; (iii) their right to object to any aspect of the
 - 14 Settlement Agreement; (iv) their right to exclude themselves from the Settlement
 - 15 Agreement; (v) their right to receive settlement payments; (vi) their right to
 - 16 appear at the Final Approval Hearing; and (vii) binding effect of the orders and
 - 17 judgment in this lawsuit on all Participating Settlement Class Members;
- 18 b. constitutes notice that fully satisfied the requirements of Code of Civil Procedure
- 19 section 382, California Rule of Court 3.769, and due process;
- 20 c. constitutes the best practicable notice to Settlement Class Members under the
- 21 circumstances of this lawsuit; and
- 22 d. constitutes notice reasonable, adequate, and sufficient to Settlement Class
- 23 Members.

24 6. Final Settlement Approval. The terms and provisions of the Settlement
25 Agreement have been entered into good faith and are the product of arm’s-length negotiations by
26 experienced counsel who have done a meaningful investigation of the claims. The Settlement
27 Agreement and all its terms and provisions are fully and finally approved as fair, reasonable,
28 adequate, and in the best interests of the Parties. The Parties are hereby directed to implement the

Settlement Agreement according to its terms and provisions.

7. Binding Effect. The terms and provisions of the Settlement Agreement and this Order and Judgment are binding on Plaintiffs, Participating Settlement Class Members, Private Attorneys General Act of 2004 (“PAGA”) Members, and their spouses, heirs, registered domestic partners, executors, administrators, successors, and assigns. In addition, those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in this lawsuit and are encompassed by the Released Claims and PAGA Released Claims. The Settlement Agreement will have no binding effect upon, and provide no res judicata preclusion to, those Settlement Class Members who have submitted timely requests for exclusion.

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

9. Release of Claims by Plaintiffs and the Participating Settlement Class Members. Upon the funding of the Gross Settlement Amount, each Participating Settlement Class Member and Plaintiffs will be bound by the Order and Judgment entered and will release the Released Parties, and each of them, of and from any and all Released Claims for the Class Period.

a. Release by the LWDA, Plaintiffs, and PAGA Members. Upon the funding of the Gross Settlement Amount, the California Labor and Workforce Development Agency (“LWDA”), Plaintiffs, and PAGA Members shall be deemed to have released the Released Parties, and each of them, of and from any and all PAGA Released Claims during the PAGA Period.

b. Release of Claims by Plaintiffs. Plaintiffs, on behalf of themselves and their heirs, executors, administrators, and representatives, shall and do forever release, discharge and agrees to hold harmless the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debt, and expenses (including attorney fees and costs), known or unknown,

1 at law or in equity, which they may now have or may have after signing the
2 Settlement Agreement, arising out of or in any way connected with their
3 employment with or assignment at Defendant including, the Released Claims,
4 claims that were asserted or could have been asserted in the operative complaint,
5 lawsuit, and any and all transactions, occurrences, or matters between the Parties.
6 Plaintiffs also expressly waive and relinquish all rights and benefits they may
7 have under section 1542 of the Civil Code as well as any other statutes or
8 common law principles of a similar effect.

- 9 c. Released Parties. The Released Parties include Defendant and its officers,
10 directors, managers, owners, executives, partners, employees, shareholders,
11 agents, attorneys, and any other successors, assigns, or legal representatives and
12 any of Defendant's former and present parents, subsidiaries, successors, and
13 affiliates, and their officers, directors, managers, owners, executives, partners,
14 employees, shareholders, agents, attorneys, and any other successors, assigns, or
15 legal representatives.

16 10. Incentive Awards. The Court finds the Incentive Awards of \$7,500, to be paid by
17 Defendant to each Plaintiff out of the Gross Settlement Amount (totaling \$15,000), to be
18 reasonable and appropriate. The Incentive Awards is to be paid pursuant to the terms and
19 provisions set forth in the Agreement.

- 20 a. The rationale for making enhancement payments is class representatives should
21 be compensated for the expense and risk they incurred in conferring a benefit on
22 the Settlement Class. Criteria courts consider include: (1) risk to the class
23 representatives in commencing suit; (2) notoriety and personal difficulties; (3)
24 amount of time and effort spent by the class representatives; (4) duration of the
25 litigation; and (5) personal benefit (or lack thereof) enjoyed by class
26 representatives.
- 27 b. The Court reviewed Plaintiffs' declarations outlining their involvement. Given the
28 risks inherent in the services as the class representatives, duration of the case and

time involved, and benefits created for the Settlement Class, the Court approves the payment of the Incentive Awards of \$7,500 to each Plaintiff.

11. Class Counsel's Attorneys' Fees and Expenses. The Court finds the attorneys' fees of \$133,333.33, to be paid out of the Gross Settlement Amount by Defendant to Class Counsel, to be reasonable and appropriate. In addition, the Court finds the attorneys' costs as reimbursement for actual litigation costs incurred of \$17,279.55, 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 Agreement. 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 Plaintiffs or Settlement Class Members. Defendant shall also not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Plaintiffs or Settlement Class Members in connection with or related in any manner to this lawsuit, Settlement Agreement, settlement administration, and/or Released Claims and PAGA Released Claims.

a. The Court has an independent right and responsibility to review the attorneys' fees and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-28.) The attorneys' fees of \$133,333.33 is one-third (1/3) of the common fund created for the benefit of the Settlement Class and is supported by use of the percentage-fee method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken, novel and difficult nature of this litigation, skills required, percentage fees award in previous and other cases, and contingent fees charged in the marketplace, the Court finds the attorneys' fees is consistent with the marketplace, is reasonable, and is approved.

b. The Court reviewed the declaration of Douglas Han regarding the costs expended in prosecuting this case. Under the terms of the Settlement, Class Counsel may seek reimbursement of up to \$20,000 in litigation costs. The Court finds Class

Counsel expended \$17,279.55 in litigation costs, and such costs were reasonable. Thus, the Court approves the payment of the attorneys' costs of \$17,279.55 from the common fund for the reimbursement of Class Counsel's litigation costs.

12. Administration Expenses. The Court finds Administration Expenses of \$8,250, to be paid by Defendant to the Settlement Administrator out of the Gross Settlement Amount, to be reasonable and appropriate. The Administration Expenses are to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

a. The Court reviewed the declaration of Kevin Lee from Phoenix Class Action Administration Solutions, the Court-approved Settlement Administrator. The Court finds notice was provided to the Settlement Class pursuant to the Preliminary Approval Order, constitutes the best practicable notice to the Settlement Class, and satisfies due process. Thus, the Court approves the payment of the Administration Expenses of \$8,250 for the Settlement Administrator's services in administering the Settlement.

13. PAGA Payment. The Court finds the PAGA Payment of \$40,000, seventy-five percent (75%) of which (\$30,000) will be paid to the LWDA out of the Gross Settlement Amount and twenty-five percent (25%) of which (\$10,000) shall be distributed to PAGA Members, 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 the Settlement. Within five calendar (5) days of the Effective Date, Defendant shall transmit the Gross Settlement Amount and the Employer's Taxes to the Settlement Administrator. Within ten (10) calendar days of the Effective Date, the Administrator will calculate and pay all payments due under the Settlement Agreement.

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

1 a. The fairness of the Settlement is demonstrated by there being no objections to and
2 no requests for exclusion from the Settlement.

3 b. The fairness of the Settlement is further illustrated by the gross *average*
4 Individual Settlement Share being approximately \$819.99, and the gross *highest*
5 Individual Settlement Share being about \$7,020.30.

6 16. Uncashed Checks. Participating Settlement Class Member shall have one
7 hundred eighty (180) days to cash their checks. Any funds associated with uncashed checks after
8 one hundred eighty (180) days will be sent to the Controller of the State of California to be held
9 pursuant to the Unclaimed Property Law.

10 17. Modification of Settlement Agreement. The Participating Settlement Class
11 Members are hereby authorized, upon approval of the Court, to agree to and adopt amendments
12 to or modifications of the Settlement Agreement by writing signed by the Parties and approved
13 by the Court. Such amendments or modifications shall be consistent with this Order and
14 Judgment and cannot limit the rights of Participating Settlement Class Members under the
15 Settlement Agreement.

16 18. Final Accounting and Compliance. The Court sets a nonappearance case review
17 for April 12, 2024 at 8:30 a.m. in Department 6. On or before April 2, 2024, Plaintiffs shall file a
18 compliance status report. Pursuant to Code of Civil Procedure section 384, the compliance status
19 report shall specify the total amount paid to Participating Settlement Class Members and the
20 residual of the unclaimed settlement funds that will be paid to the entity identified as the
21 recipient of such funds in the Settlement Agreement.

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

26 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
27 claims, or causes of action in this lawsuit that, in whole or in part, are related to or
28 arise out of the Settlement or this Order and Judgment;

- 1 b. entering such additional orders as may be necessary or appropriate to protect or
2 effectuate this Order and Judgment approving the Settlement, and permanently
3 enjoining Plaintiffs from initiating or pursuing related proceedings, or to ensure
4 the fair and orderly administration of the Settlement; and
5 c. entering any other necessary or appropriate orders to protect and effectuate this
6 Court's retention of continuing jurisdiction.

7 The Motion for Final Approval of Class Action Settlement, Class Counsel's Attorneys'
8 Fees and Expenses, and Incentive Awards is GRANTED. The Settlement Administrator is
9 directed to carry out the terms of the Settlement Agreement forthwith.

10 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
11 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
12 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
13 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
14 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
15 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
16 THE JUDGMENT THEREON.

17 IT IS SO ORDERED.

18
19 DATED: 8-24-23



Elihu M. Berle
HONORABLE ELIHU M. BERLE
SUPERIOR COURT JUDGE
Elihu M. Berle / Judge

**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 August 25, 2023, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Mendoza, et al. v. Allied Sales and Distribution, Inc**
LWDA/Court Case No.: **LWDA Case No.: CM-820095-21**
Court Case No.: 20STCV31836
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 August 25, 2023, at Pasadena, California.


Mariah Anderson