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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

RAKESH RAY, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

C&W FACILITY SERVICES, INC.,
Massachusetts corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CIVSB2101321

[Assigned for all purposes to the Hon. David Cohn,
Department S-26]

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

Date: April 5, 2022

Time: 10:00 A.M.

Dept.: S-26

Complaint Filed: January 28, 2021

FAC Filed: April 22, 2021

SAC Filed: October 1, 2021

1 Plaintiff Rakesh Ray (“Plaintiff” or “Ray”) and Defendant C&W Facility Services, Inc.
2 (“Defendant”) (collectively, the “Settling Parties”) have entered into the Stipulation of Class Action
3 Settlement and Release (“Stipulation” or “Settlement Agreement”) to settle the above-captioned
4 class action subject to the Court’s approval (the “Settlement”).

5 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class
6 Action Settlement. The Court has read, heard, and considered all the pleadings and documents
7 submitted, and the presentations made in connection with the Motion which came on for hearing on
8 April 5, 2022.

9 **I. BACKGROUND**

10 On October 1, 2021, Plaintiff filed the operative class and representative action complaint
11 on behalf of himself and all similarly situated employees against Defendant in the Superior Court of
12 the State of California for the County of San Bernardino. The Complaint asserts: (1) violation of
13 California Labor Code § 226; (2) violation of Labor Code §§ 201-203 on behalf of Plaintiff
14 individually; and (3) violation of Labor Code § 2698, et seq. Specifically, Plaintiff’s complaint
15 alleged that the wage statements issued by Defendant failed to identify the inclusive dates of the
16 pay period and legal name and address of the employer. Plaintiff seeks penalties, attorneys’ fees,
17 and costs.

18 **A. Class Members**

19 The “Class Members” are defined as “all current and former employees of Defendant in the
20 State of California who received wages at any time between January 12, 2020, through February 14,
21 2021 and received paper copy wage statements” (the “Class”).

22 **B. Operation of the Settlement**

23 Pursuant to the Preliminary Approval Order dated December 29, 2021 this Court
24 conditionally certified the Class and granted preliminary approval to the Settlement. The
25 Preliminary Approval Order also approved of the proposed forms of notice and notice plan. The
26 Court entered the Preliminary Approval Order after review and consideration of all of the pleadings
27 filed in connection herewith and the oral presentations made by counsel at the hearing.

28 In compliance with the Preliminary Approval Order, the Class Notice was sent to all Class

1 Members via U.S. first class mail. The notice process was timely completed.

2 This Court finds that the Settlement appears to be the product of serious, informed, non-
3 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
4 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
5 pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the Settlement
6 is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final approval of a
7 class action settlement under California law. Under the provisions of California Code of Civil
8 Procedure § 382 and FRCP 23, as approved for use by the California state court in *Vasquez v.*
9 *Superior Court* (1971) 4 Cal. 3d 800, 821, the trial court has discretion to certify a class where:

10 [Q]uestions of law or fact common to the members of the class
11 predominate over any questions affecting only individual members,
12 and that a class action is superior to the available methods for the fair
and efficient adjudication of the controversy ... Fed. R. Civ. Proc. 23.

13 Certification of a settlement class is the appropriate judicial device under these circumstances.

14 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
15 FOLLOWS:

16 1. The Court, for purposes of this Order, adopts all defined terms and conditions as set
17 forth in the Settlement Agreement filed in this case.

18 2. The Court has jurisdiction over the subject matter of this litigation and the Class
19 Representative, the other members of the Class, and Defendant.

20 3. The Court finds that the dissemination of the Notice of Pendency of Class Action
21 and Proposed Settlement as disseminated to the Class Members, constituted the best notice
22 practicable under the circumstances to all persons within the definition of the Class, and fully met
23 the requirements of California law and due process under the United States Constitution.

24 4. The Court approves the settlement of the above-captioned action, as set forth in the
25 Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The Settling
26 Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

27 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties are to
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1 bear their own costs and attorneys' fees.

2 6. The Court hereby certifies the following Class for settlement purposes only: all
3 current and former employees of Defendant in the State of California who received wages at any
4 time between January 12, 2020, through February 14, 2021 and received paper copy wage
5 statements.

6 7. With respect to the Class and for purposes of approving the settlement only and for
7 no other purpose, this Court finds and concludes that: (a) the members of the Class are
8 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
9 of law or fact common to the Class, and there is a well-defined community of interest among
10 members of the Class with respect to the subject matter of the claims in this litigation; (c) the claims
11 of Class Representative is typical of the claims of the members of the Class; (d) the Class
12 Representative has fairly and adequately protected the interests of the members of the Class; (e) a
13 class action is superior to other available methods for an efficient adjudication of this controversy;
14 and (f) the counsel of record for the Class Representative, i.e., Class Counsel, are qualified to serve
15 as counsel for the Plaintiff in his individual and representative capacity and for the Class.

16 8. Defendant shall fund \$150,000.00 of the total Gross Settlement Fund pursuant to the
17 terms of the Settlement Agreement.

18 9. The Court approves the Individual Settlement Payment amounts, which shall be
19 distributed pursuant to the terms of the Settlement Agreement.

20 10. Defendant shall pay (a) to Class Counsel attorneys' fees in the amount of \$50,000.00
21 and reimbursement of costs in the amount of \$2,808.97; (b) enhancement payment to the Class
22 Representative Rakesh Ray in the amount of \$15,000.00; (c) the sum of \$7,500.000 to be paid to
23 the LWDA for PAGA Penalties; and (d) \$10,000.00 to the Settlement Administrator, Phoenix
24 Settlement Administrators, for the costs relating to the claims administration process in this matter.
25 The Court finds that these amounts are fair and reasonable. Defendant is directed to make such
26 payments from the Gross Settlement Fund and in accordance with the terms of the Settlement
27 Agreement.

28 11. The Court hereby enters final judgment in this case in accordance with the terms of

1 the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the
2 Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over
3 the action and the Parties, including all Class Members, for purposes of enforcing and interpreting
4 this Order and the Settlement.

5 IT IS SO ORDERED AND ADJUDGED.

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7 DATED: _____

8 HON. DAVID COHN
9 SUPERIOR COURT OF CALIFORNIA
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