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FILED
Superior Court of California
County of Los Angeles

12/08/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: L. McGreené Deputy

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

LUIS MONTANEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

MEI RIGGING & CRATING, LLC, a
Texas Limited Liability Company;
DUNKEL BROS. MACHINERY
MOVING INC., a California Corporation;
and DOES 1 through 100,

Defendants.

CASE NO. 21STCV04062

*[Case assigned for all purposes to the Hon.
Carolyn B. Kuhl; Dept. 12]*

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND APPROVAL OF
PAGA SETTLEMENT**

Date: December 8, 2022
Time: 10:30 a.m.
Dept.: 12

Action Filed: February 2, 2021
Trial Date: None Set

[PROPOSED] JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF SETTLEMENT

1 **[PROPOSED] JUDGMENT AND ORDER**

2 Plaintiff Luis Montanez's Motion for Final Approval of Class Action Settlement and
3 Private Attorneys General Act, Labor Code § 2968 *et seq.* ("PAGA") Settlement came on
4 regularly for hearing before this Court on December 8, 2022, at 10:30 a.m., pursuant to California
5 Rule of Court 3.769 and this Court's Order Granting Preliminary Approval of Class Action
6 Settlement ("Preliminary Approval Order"). Having considered the Stipulation of Settlement and
7 Release of Claims ("Settlement" or "Settlement Agreement"), previously attached as Exhibit 1 to
8 the Declaration of Fletcher W. Schmidt, submitted on My 19, 2022, and all other documents and
9 evidence presented in support thereof, and recognizing the sharply disputed factual and legal
10 issues involved in this case, the risks of further prosecution, and the benefits to be received by the
11 Settlement Class members pursuant to the Settlement, the Court hereby makes a final ruling that
12 the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arms'-
13 length negotiations between the parties. Good cause appearing therefor, the Court hereby
14 GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement and HEREBY
15 ORDERS THE FOLLOWING:

16 1. Final judgment is hereby entered in conformity with the Settlement and this
17 Court's Preliminary Approval Order.

18 2. The conditional class certification contained in the Preliminary Approval Order is
19 hereby made final, and the Court thus certifies, for purposes of the Settlement, the Settlement
20 Class defined as:

21 All persons who are employed or have been employed by Defendants MEI
22 Rigging & Crating, LLC, Dunkel Bros. Machinery Moving, Inc., and
23 Alondra MM Holdings, Inc. in California as hourly-paid or non-exempt
24 employees at any time during the time period from February 2, 2017 to June
30, 2022 (the "Class Period").

25 3. Plaintiff Luis Montanez is hereby confirmed as the Class Representative and Paul
26 K. Haines, Fletcher W. Schmidt, and Andrew Rowbotham of Haines Law Group, APC are hereby
27 confirmed as Class Counsel.
28

1 4. Notice was provided to the Settlement Class members as set forth in the Settlement
2 Agreement, which was approved by the Court on June 30, 2022, and the notice process has been
3 completed in conformity with the Court's Preliminary Approval Order. The Court finds that said
4 notice constituted reasonable notice under the circumstances, and constituted valid, due, and
5 sufficient notice to all Settlement Class members. The Notice of Class Action Settlement provided
6 due and adequate notice of the proceedings and matters set forth therein, informed Settlement
7 Class members of their rights, and fully satisfied the requirements of California Code of Civil
8 Procedure § 382, California Rules of Court 3.766 and 3.769, the California and United States
9 Constitutions, and other applicable law.

10 5. The Court finds that no Settlement Class member objected to or requested to be
11 excluded from the Settlement, resulting in a 100% participation rate. The Court determines that
12 this response supports final approval.

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

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

25 8. The Court finds that given the absence of objections, and objections being a
26 prerequisite to appeal, this Order shall be considered final as of the Effective Date (which is
27 defined in the Settlement Agreement as the date which the Court grants final approval of the
28 Settlement).

1 9. As of the date that this Judgment becomes final, all Settlement Class members
2 release and discharge: (i) Defendants MEI Rigging & Crating, LLC, Dunkel Bros. Machinery
3 Moving, Inc., and Alondra MM Holdings, Inc. (collectively “Defendants”); (ii) each of
4 Defendants’ respective past, present and future parents, subsidiaries, and affiliates including,
5 without limitation, any corporation, limited liability company, partnership, affiliated entity, trust,
6 foundation, and nonprofit entity which controls, is controlled by, or is under common control with
7 Defendants; (iii) the past, present and future shareholders, directors, officers, agents, employees,
8 attorneys, insurers, members, partners, managers, contractors, agents, consultants,
9 representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors,
10 and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable
11 with any of the foregoing (collectively “Defendants’ Releasees”) from all claims that were raised,
12 or could have been raised based on the factual allegations made in the operative complaint in the
13 class and representative lawsuit titled *Luis Montanez v. MEI Rigging & Crating, LLC, et. al*, Los
14 Angeles County Superior Court, Case No. 21STCV04062 (the “Action”), or which could have
15 been pled in the operative complaint in the Action based on the factual allegations therein, that
16 arose during the Class Period (collectively the “Class Released Claims”). The time period covered
17 by this release is February 2, 2017, to June 30, 2022, and will become effective upon the date that
18 Defendants deposit the entire Maximum Settlement Amount with Simpluris, Inc. (the “Settlement
19 Administrator”).

20 10. The Court orders Defendants to deposit the entire Maximum Settlement Amount
21 of \$395,000.00 with the Settlement Administrator within 30 calendar days of the date of this
22 Order in conformity with the terms of the Settlement Agreement.

23 11. The Court finds that the payment to the State of California Labor and Workforce
24 Development Agency (“LWDA”) in the amount of \$15,000.00 for its 75% share of the civil
25 penalties allocated under the PAGA is fair, reasonable, and adequate, and orders the Settlement
26 Administrator to distribute this payment in conformity with the terms of the Settlement.

27 12. The Court finds that the Class Representative Enhancement Award in the amount
28 of \$5,000.00 is appropriate in recognition of the risks Plaintiff undertook; for the amount of time

1 and effort spent by Plaintiff as the Class Representative; and the service Plaintiff provided to the
2 Settlement Class members. The Court finds that this amount is fair, reasonable, and adequate, and
3 orders that the Settlement Administrator make this payment in conformity with the terms of the
4 Settlement.

5 13. The Court finds that attorneys' fees in the total amount of \$131,666.67 and
6 litigation costs of \$24,786.39 for Class Counsel are fair, reasonable, and adequate. The Court
7 orders the Settlement Administrator to distribute these payments to Class Counsel in conformity
8 with the terms of the Settlement and this Judgment and Order. The fees to class counsel are
9 appropriate in light of the benefit obtained for the class, which is an excellent outcome.

10 14. The Court orders that the Settlement Administrator shall be paid \$3,495.00 from
11 the Maximum Settlement Amount for all of its work done and to be done until the completion of
this matter and finds that sum appropriate.

12 15. The Court finds that the Individual Settlement Payments, as provided for in the
13 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
14 distribute these payments in conformity with the terms of the Settlement.

15 16. Any funds from Individual Settlement Payment checks remaining uncashed after
16 the 180-day check-cashing deadline will be distributed to the Controller of the State of California
17 to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500, *et seq.*,
18 in the name of the Settlement Class member to whom the check was issued, until such time that
19 such Settlement Class member claims his or her property.

20 17. This document shall constitute a final judgment pursuant to California Rule of
21 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final
22 approval hearing, the court must make and enter judgment. The judgment must include a
23 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
24 judgment. The court may not enter an order dismissing the action at the same time as, or after,
25 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final
26 Approval Order, and this Judgment, pursuant to California Rule of Court 3.769(h) and California
27 Code of Civil Procedure § 664.6.

1 18. Plaintiff will submit to the Court a final report in the form of a declaration from
2 the Settlement Administrator on or before ^{8/31/2023}~~August 5, 2024~~, setting forth the total amount that was
3 paid to Settlement Class members and the remaining uncashed funds distributed to the Controller
4 of the State of California. The Court will hold a non-appearance case review on ^{9/6/2023}~~August 19, 2024~~,
5 to review the report and determine if any further reports or hearings are necessary.

6 **IT IS SO ORDERED.**

7 Dated: 12/08/2022, 2022



Carolyn B. Kuhl

Honorable Carolyn B. Kuhl / Judge
Judge of the Superior Court