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

GRANT WESTBROOK, an individual, on
behalf of himself and others similarly
situated,

PLAINTIFF,

v.

C.L.M.P. LTD.; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 37-2021-00019187-CU-OE-CTL

[Case Assigned for All Purposes to Hon.
Ronald F. Frazier, in Dept. C-65]

[PROPOSED] AMENDED ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ENTERING JUDGMENT

Date: September 29, 2023

Time: 8:30 A.M.

Dept.: C-65

Complaint Filed: April 29, 2021

FAC Filed: July 6, 2021

SAC Filed: April 27, 2023

Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiff GRANT
3 WESTBROOK (“Plaintiff”) against Defendant C.L.M.P. LTD. (“Defendant”). The Motion for
4 Final Approval of Class Action Settlement came before this Court on September 29, 2023.

5 **WHEREAS**, Judge Ronald F. Frazier granted preliminary approval of the Joint Stipulation
6 Re: Class Action and Representative Settlement Agreement (“Settlement Agreement”), attached
7 to the concurrently filed Declaration of Liane Katzenstein Ly as Exhibit “1”, on May 9, 2023.

8 **WHEREAS**, Plaintiff GRANT WESTBROOK has applied to the Court for an order
9 granting final approval of the Settlement Agreement.

10 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions of the proposed
11 Settlement and for entry of an order of final approval and entry of final judgment thereon. The
12 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
13 Settlement; Motion for Approval of Approval of Attorneys’ Fees and Costs; the Declarations of
14 Liane Katzenstein Ly, and Makenna Snow of ILYM Group, Inc.; and the supporting documents
15 annexed thereto, now finds:

16 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

17 1. The Court has personal jurisdiction over all Class Members and that the Court has
18 subject matter jurisdiction to approve the Settlement Agreement;

19 2. The terms of the Settlement Agreement are fair, just, reasonable, and adequate,
20 consistent and in compliance with California Code of Civil Procedure, the California and United
21 States Constitutions (including the due process clauses), the California Rules of Court and any
22 other applicable law, and in the best interest of each of the Parties and the Class Members and is
23 hereby finally approved in all respects.

24 3. The Parties are hereby directed to perform the terms of the Settlement as described
25 in the Settlement Agreement according to its terms and provisions.

26 4. The Settlement Agreement is binding on Plaintiff and all other Class Members,
27 except those who timely and properly filed Request for Exclusion, as well as their heirs, executors
28

1 and administrators, successors and assigns.

2 5. There are zero (0) valid requests for exclusion.

3 6. It is ordered that the Class is certified for settlement purposes only. The Court finds
4 that an ascertainable class exists and a well-defined community of interest exists in the questions
5 of law and fact involved because in the context of the Settlement: (i) there are questions of law
6 and fact common to the Class Members which, as to the Settlement and all related matters,
7 predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of
8 the Class Members; and (iii) in negotiating, entering into and implementing the Settlement,
9 Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest
10 of the Class Members.

11 7. The Court finds that the Notice and notice methodology implemented pursuant to
12 this Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably
13 calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their
14 right to object to or exclude themselves from the proposed Settlement and their right to appear at
15 the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and sufficient
16 notice to all persons entitled to receive notice; and (iv) met all applicable requirements of the
17 California Code of Civil Procedure, the California and United States Constitution (including the
18 Due Process Clause), the California Rules of Court and any other applicable law.

19 8. The Class is hereby made final. The Class is defined as: "all non-exempt, hourly
20 paid California employees employed by C.L.M.P and who were assigned to work at Adame
21 Landscape, Inc., during the Class Period (April 29, 2017 to June 7, 2022)."

22 9. The Temperature Check Sub-Class is defined as: "all Class Members who were
23 subjected to a temperature prior to entering the Adame Landscape, Inc., facility, beginning on
24 March 19, 2020."

25 10. "Aggrieved Employee" or "PAGA Member" is defined as: "all non-exempt,
26 hourly-paid California employees employed by C.L.M.P and who were assigned to work at Adame
27 Landscape, Inc., during the PAGA Period."
28

11. The “Class Period” or “Release Period” means the period from April 29, 2017 to June 7, 2022.

12. The “PAGA Period” means the period from April 29, 2020 to June 7, 2022.

13. The Settlement Agreement is not an admission by Defendant, nor is this Final Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

14. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiff and each Class Member shall fully release and discharge the Released Parties pursuant to the following release, which provides:

any and all claims, damages or causes of action alleged in, or arising out of, the allegations in the Complaint, FAC and SAC, filed in this Action, which were alleged or that could have been alleged by WESTBROOK and/or any Participating Class Member in such complaints and/or the PAGA Notice based on any of the factual allegations contained in such complaints and/or the PAGA Notice, including, but not limited to, claims under state or local law, including, but not limited to claims for unpaid wages, and claims for the failure to pay minimum wages, claims for the failure to pay overtime wages, claims related to missed meal breaks or periods and nonpayment of premium pay for such, failure to comply with itemized employee wage statement provisions, failure to pay wages due at separation, the payment of any penalties, all claims arising under the California Labor Code (including, but not limited to, sections 201, 202, 203, 226a, 226.7, 510, 512, 1194 and 1199), the Wage Orders of the California Industrial Welfare Commission, California Business and Profession Code 17200, et seq., and California common law of contract, interest and claims for attorney’s fees relating in any way to those claims alleged and mentioned in the complaint(s) which occurred during the Class Period while a Participating Class Member was employed by CLMP or which arose out of a Participating Class Member’s employment during the Class Period.

15. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiff and each PAGA Member shall fully release and discharge the Released Parties pursuant to the following release, which provide:

any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice and ascertained in the course of the Action including, violations of Labor Code sections 201, 202, 203, 226a, 226.7, 510, 512, 1194, and 1199.

1 16. Plaintiff and all Class Members who have not been timely and properly excluded
2 from the Class, and any person acting on their behalf, are permanently barred and enjoined from:
3 (i) filing, commencing, prosecuting, intervening in, participating in (as class members or
4 otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal
5 court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction
6 based on the Released Claims; and (ii) organizing such non-excluded Class Members into a
7 separate class for purposes of pursuing as a purported class action (including by seeking to amend
8 a pending complaint to include class allegations, or by seeking class certification in a pending
9 action) any lawsuit based on or relating to the Released Claims;

10 17. The Settlement Agreement provides that the Maximum Settlement Amount is
11 Forty-Two Thousand Five Hundred dollars and zero cents (\$42,500.00). The Net Settlement
12 Amount shall be determined according to the terms of the Agreement.

13 18. The Court orders the calculations and the payments to be made and administered
14 in accordance with the terms of the Settlement Agreement.

15 19. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
16 Class for purposes of entering into and implementing the settlement. The Court hereby confirms
17 Kingsley & Kingsley, APC as Class Counsel in the Action.

18 20. The Court hereby finds the unopposed application of Class Counsel for a costs and
19 attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light
20 of all the circumstances and is hereby granted. Of the Maximum Settlement Amount, \$14,166.66
21 shall be paid for attorney fees and \$2,797.31 shall be paid for litigation costs.

22 21. The unopposed application of Class Counsel for a Service Award payment is
23 hereby granted. Of the Maximum Settlement Amount, a \$2,000.00 Service Award payment shall
24 be allocated to Class Representative GRANT WESTBROOK.

25 22. The unopposed application of Class Counsel for claims administration fees to
26 ILYM Group, Inc. is hereby granted. Of the Maximum Settlement Amount, \$5,000.00 shall be
27 paid for settlement administration fees.
28

1 23. The Court approves the PAGA Penalties in the amount of \$2,500.00. The Court
2 approves 75% of the PAGA Penalties being allocated to the LWDA in the amount of \$1,875.00.
3 The Court further directs that the remining 25% of the PAGA Penalties, in the amount of \$625.00
4 shall be allocated to the Participating Class Member.

5 24. If a Class Member does not cash his or her settlement check within 180 days, the
6 uncashed funds shall be transmitted by the Administrator to the California Controller's Unclaimed
7 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
8 requirements of California Code of Civil Procedure Section 384, subd. (b).

9 25. Defendant shall have no further liability for costs, expenses, interest, attorneys'
10 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

11 26. The Parties are authorized, without further approval from the Court, to agree to and
12 to adopt such amendments, modifications and expansions of this Stipulation and all exhibits
13 attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of
14 Class Members under the Stipulation.

15 27. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
16 shall retain continuing jurisdiction over the Actions, the Parties, and the Class, as well as the
17 administration and enforcement of the terms of the Settlement of this action to enforce the terms
18 of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
19 continuing jurisdiction over the Actions, the Parties, and the Class, as well as the administration
20 and enforcement of the Settlement. Any disputes or controversies arising with respect to the
21 interpretation, consummation, enforcement, or implementation of the Settlement shall be
22 presented by motion to the Court; provided however, that nothing in this part shall restrict the
23 ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms of
24 the Settlement Agreement.

25 28. The Court sets a compliance hearing for April 12, 2024 at 8:30 AM. Plaintiff is to
26 file a declaration from the administrator regarding the status of funding on or before April 3, 2024.

27 29. This Final Order shall constitute a final judgment.
28

1 30. The Court hereby dismisses the action (including all individual claims and Released
2 Claims presented thereby) with prejudice, without fees or costs to any party except as provided
3 in the Settlement Agreement.

4
5 **DATED:** _____

_____ **JUDGE OF THE SUPERIOR COURT**

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
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 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On October 2, 2023, I served all interested parties in this action the following documents described as: **[PROPOSED] AMENDED ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Jennifer S. Branch
Ryan Blackstone-Gardner
jbranch@lbbklaw.com
rbg@lbbklaw.com
Lagasse Branch Bell + Kinhead LLP
4365 Executive Dr., Suite 950
San Diego, CA 92121

☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

☒ **BY ELECTRONIC MAIL TRANSMISSION:** I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 2, 2023, at Encino, California.



Michelle Tanzer