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and Proposed Class Counsel

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 15 2022

BY 
JESSICA MORALES, DEPUTY

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

LLUSBYSARET CISNEROS, on behalf of
herself and all "aggrieved employees"
pursuant to Labor Code § 2698 *et seq.*,

Plaintiff,

v.

NIXON-EGLI EQUIPMENT CO. OF
SOUTHERN CALIFORNIA, INC., a
California corporation, and DOES 1
through 10, inclusive,

Defendants.

CASE NO: CIVSB2119108

Assigned to the Honorable David Cohn, Dept. S26

CLASS ACTION

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

DATE: July 15, 2022

TIME: 10:00 a.m.

DEPT.: S26

Action Filed: July 1, 2021

1 Plaintiff's Motion for an Order Granting Final Approval of Class Action Settlement came
2 before this Court on July 15, 2022. The above-captioned Action is a class action lawsuit brought
3 by Plaintiff Llusbysaret Cisneros ("Plaintiff" or "Cisneros") against Defendant Nixon-Egli
4 Equipment Co. of Southern California, Inc. ("Defendant") (collectively, the "Parties"). Plaintiff
5 alleges, on behalf of a class of certain of Defendant's current and former employees, that Defendant
6 failed to pay all wages, failed to provide meal and rest periods or compensation in lieu thereof,
7 failed to reimburse business expenses, failed to pay wages due timely upon separation of
8 employment, and failed to comply with itemized wage statement provisions. Defendant denies any
9 and all alleged wrongdoing and denies any liability to Plaintiff or to members of the Class.
10 Defendant contends that that it has complied at all times with California law, including the
11 California Labor Code, the Industrial Commission Wage Orders, and the California Business and
12 Professions Code.

13 On February 28, 2022, this Court entered an Order Granting Preliminary Approval of
14 Settlement, resulting in certification of the following provisional Settlement Class: all individuals
15 who worked for Nixon-Egli Equipment Co. of Southern California, Inc. as hourly and/or non-
16 exempt employees in California at any time between July 1, 2017 and January 31, 2022.

17 That Preliminary Approval Order further directed the Parties to provide Notice to the Class,
18 which informed absent Class Members of: (a) the proposed Settlement, and the Settlement's key
19 terms; (b) the date, time and location of the Final Approval Hearing; (c) the right of any Class
20 Member to object to the proposed Settlement, and an explanation of the procedures to exercise that
21 right; (d) the right of any Class Member to exclude themselves from the proposed Settlement, and
22 an explanation of the procedures to exercise that right; and (e) an explanation of the procedures for
23 Class Members to participate in the proposed settlement.

24 The Court, upon Notice having been given as required in the Preliminary Approval Order,
25 and having considered the Settlement Agreement and Release of Claims (the "Settlement"), as well
26 as all papers filed, hereby ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

27 \\
28

1 1. This Court has jurisdiction over the subject matter of the Action and over all Parties
2 to the Action, including all members of the Settlement Class.

3 2. The Court finds that the Settlement Class is properly certified for settlement
4 purposes only.

5 3. The Notice provided to the Settlement Class conforms with the requirements of
6 California Code of Civil Procedure section 382, California Civil Code section 1781, California
7 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
8 applicable law, and constitutes the best notice practicable under the circumstances, by providing
9 individual notice to all Class Members who could be identified through reasonable effort, and by
10 providing due and adequate notice of the proceedings and of the matters set forth therein to the
11 Class Members. The notice fully satisfied the requirements of due process.

12 4. The Court finds the settlement was entered into in good faith, that the Settlement is
13 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
14 requirements for final approval of this class action settlement under California law, including the
15 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
16 3.769. The Court approves the Maximum Settlement Amount of Two Hundred Eighty-Five
17 Thousand Dollars (\$285,000).

18 5. Zero (0) Class Members have objected to the terms of the Settlement.

19 6. Four (4) Class Members have requested exclusion from the Settlement. Those Class
20 Members are Desiray Ortiz-MacDonald, David Woods, Geovany Pena and Jonnie Ann Larkin.

21 7. Upon entry of this Order, compensation to the Class Members shall be affected
22 pursuant to the terms of the Settlement.

23 8. In addition to any recovery that Plaintiff may receive from the Net Settlement
24 Proceeds and the PAGA Payment she may receive from the Maximum Settlement Amount, and in
25 recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves
26 the payment of a Service Payment to Plaintiff Llusbysaret Cisneros in the amount of Ten Thousand
27 Dollars (\$10,000). This shall be paid from the Maximum Settlement Amount.
28

1 9. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
2 Ninety-Five Thousand Dollars (\$95,000), and the reimbursement of litigation expenses in the sum
3 of Twelve Thousand Dollars (\$12,000). This shall be paid from the Maximum Settlement Amount.

4 10. The Court approves and orders payment in the amount of Five Thousand Dollars
5 (\$5,000) to ILYM Group, Inc. for performance of its settlement administration services. This shall
6 be paid from the Maximum Settlement Amount.

7 11. The Court approves and orders payment in the amount of Seven Thousand Five
8 Hundred Dollars (\$7,500) to the California Labor and Workforce Development Agency for its 75%
9 share of PAGA penalties, and Two Thousand Five Hundred Dollars (\$2,500) to be distributed to
10 PAGA Members for their 25% share of PAGA penalties. This shall be paid from the Maximum
11 Settlement Amount.

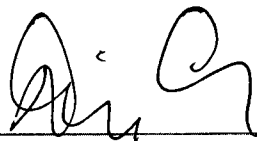
12 12. Upon the entry of this Order and Judgment, Plaintiff, PAGA Members, and all Class
13 Members shall be bound by the release of claims as set forth in the Settlement.

14 13. This "Judgment" is intended to be a final disposition of the above captioned action
15 in its entirety, and is intended to be immediately appealable.

16 14. This Court shall retain jurisdiction with respect to all matters related to the
17 administration and consummation of the Settlement, and any and all claims asserted in, arising out
18 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to
19 the settlement and the determination of all controversies relating thereto.

20 **IT IS SO ORDERED.**

21 Dated: 7/12/27

22 
23 _____
24 JUDGE OF THE SUPERIOR COURT
25 **DAVID COHN**