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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

JUSTIN CANELIAS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

GLOBAL SYN-TURF, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: RG21090397
[Consolidated with Case No. RG21104966]

Honorable Michael Markman
Department 23

Reservation No. A-21090397-001

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

JUSTIN CANELIAS, individually, and on
behalf of aggrieved employees pursuant to the
California Private Attorney General Act;

Plaintiff,

vs.

GLOBAL SYN-TURF, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

1 This matter has come before the Honorable Michael Markman in Department 23 of the
2 above-entitled Court, located at located at 1221 Oak Street, Oakland, California 94612, on Plaintiff
3 Justin Canelias’ (“Plaintiff”) Motion for Final Approval of Class Action Settlement, Class Counsel
4 Attorneys’ Fees and Costs, and Incentive Award (“Motion for Final Approval”). Lawyers *for*
5 Justice, PC appeared on behalf of Plaintiff, and O’Hagan Meyer LLP appeared on behalf of
6 Defendant Global Syn-Turf, Inc. (“Defendant”).

7 On November 21, 2024, the Court entered the Order Granting Preliminary Approval of
8 Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the
9 settlement of the above-entitled actions (“Actions”) in accordance with the First Amended Joint
10 Stipulation of Class Action and PAGA Settlement and Release (“Settlement” and/or “Agreement”
11 and/or “Settlement Agreement”), attached as “Exhibit 1” to the Supplemental Declaration of
12 Helene Mayer in support of Plaintiff’s Motion for Preliminary Approval of Class Action
13 Settlement.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Settlement Class Members
20 asserted in this proceeding and over all parties to the Actions.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Settlement Class and the Settlement. The Court hereby makes final its earlier provisional
24 certification of the Settlement Class for settlement purposes, as set forth in the Preliminary
25 Approval Order. The Settlement Class is hereby defined to include:

26 All current and former non-exempt employees of Defendant, who worked
27 in California during the period from February 23, 2017 to July 15, 2023,
28 who do not opt out of the class action portion of the settlement.

1 4. The Notice of Class and Representative Action Settlement (“Class Notice”) that
2 was provided to the Class Members, fully and accurately informed the Class Members of all
3 material elements of the Settlement and of their opportunity to participate in, object to or comment
4 thereon, or to seek exclusion from, the Class Settlement; was the best notice practicable under the
5 circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with
6 the laws of the State of California, the United States Constitution, due process and other applicable
7 law. The Class Notice fairly and adequately described the Settlement and provided the Class
8 Members with adequate instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Settlement Class as a
11 whole. More specifically, the Court finds that the Settlement was reached following meaningful
12 discovery and investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the
13 Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the
14 parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In
15 so finding, the Court has considered all of the evidence presented, including evidence regarding
16 the strength of Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the
17 likely duration of further litigation; the amount offered in the Settlement; the extent of
18 investigation and discovery completed; and the experience and views of Class Counsel. The Court
19 has further considered the absence of objections to the Settlement submitted by Class Members.
20 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
21 Settlement Agreement and the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a
26 valid and timely requests for exclusion (“Settlement Class Member”) are bound by the Settlement
27 and this order and judgment (“Final Approval Order and Judgment”).

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1 7. The Court finds that zero (0) Class Members have submitted an Opt-Out (i.e.
2 requested to be excluded) from the Class Settlement, and zero (0) Class Members have objected
3 to the Class Settlement.

4 8. The Court finds that payment to the Settlement Administrator for Settlement
5 Administration Costs in the amount of \$7,000.00 is appropriate for the services performed and
6 costs incurred and to be incurred for the notice and settlement administration process. It is hereby
7 ordered that the Settlement Administrator, Phoenix Settlement Administrators, shall issue payment
8 to itself in the amount of \$7,000.00, in accordance with the terms and methodology set forth in
9 Settlement Agreement.

10 9. The Court approves an Incentive Award of \$10,000.00 for representative Plaintiff
11 Justin Canelias. The Court finds that the Incentive Award for Plaintiff is fair and reasonable for
12 the work performed by Plaintiff on behalf of the Class, PAGA Group, and State of California. It
13 is hereby ordered that the Settlement Administrator issue payment in the amount of \$10,000.00 for
14 Plaintiff.

15 10. The Court finds that the allocation of \$25,000.00 toward penalties under the
16 California Private Attorneys General Act of 2004 (“PAGA Allocation”), is fair, reasonable, and
17 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
18 Payment as follows: the amount of \$18,750.00 to the California Labor and Workforce
19 Development Agency, and the amount of \$6,250.00 will be distributed to the PAGA Members on
20 a *pro rata* basis, based on Workweeks during the PAGA Periods, regardless of whether or not they
21 are Class Members, according to the terms and methodology set forth in the Settlement Agreement.

22 11. The Court finds that Attorneys’ Fees in the amount of \$87,500.00 (i.e., thirty-five
23 percent (35%) of the Gross Settlement Amount) to Class Counsel falls within the range of
24 reasonableness, and the results achieved justify the award sought. Such Attorneys’ Fees to Class
25 Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that
26 the Settlement Administrator issue payment in the amount of \$87,500.00 to Class Counsel for
27 Attorneys’ Fees, in accordance with the terms and methodology set forth in the Settlement
28 Agreement.

1 12. The Court finds that reimbursement of litigation Costs in the amount of \$17,096.42
2 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement
3 Administrator issue payment in the amount of \$17,096.42 to Class Counsel for reimbursement of
4 Costs, in accordance with the terms and methodology set forth in the Settlement Agreement.

5 13. The Court hereby orders that upon the Effective Date and full funding of the Gross
6 Settlement Amount, and except as to such rights or claims as may be created by this Settlement
7 Agreement, all Class Members who do not affirmatively opt out of the Class Settlement by
8 submitting a timely and valid request for exclusion (i.e., Settlement Class Members) will fully
9 release and discharge the Released Parties of Class Released Claims, as set forth in the Settlement
10 Agreement and Class Notice.

11 14. The Court hereby orders that upon the Effective Date and full funding of the Gross
12 Settlement Amount, and except as to such rights or claims as may be created by this Settlement
13 Agreement, the State of California, with respect to all PAGA Members, will fully release and
14 discharge the Released Parties of the PAGA Released Claims, as set forth in the Settlement
15 Agreement and Class Notice.

16 15. It is hereby ordered that Defendant shall deposit the Gross Settlement Amount of
17 \$250,000.00 in one lump sum payment plus an amount sufficient for Employer Taxes to the
18 Settlement Administrator within thirty (30) days of the Effective Date into a settlement account to
19 be established by the Settlement Administrator, to be held in a Qualified Settlement Fund. Within
20 fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the
21 Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the
22 Settlement Agreement.

23 16. It is hereby ordered that the Settlement Administrator shall distribute the Court-
24 approved Individual Settlement Payments to Settlement Class Members, Individual PAGA
25 Payments to PAGA Group Members, LWDA Payment to the LWDA, Incentive Award to Plaintiff,
26 Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Costs to itself no later
27 than seven (7) calendar days of the funding of the Gross Settlement Amount and an amount
28 sufficient for Employer Taxes.

1 17. Any checks issued by the Settlement Administrator to Settlement Class Members
2 and the PAGA Group will be negotiable for at least ninety (90) calendar days after it is (or they
3 are) mailed to them. Thereafter, all such checks shall be canceled and funds associated with said
4 canceled checks, along with any interest earned in the qualified settlement account, shall be
5 distributed in accordance with California Code of Civil Procedure section 384 to a *cy pres* agreed
6 to by the Parties as required by California Code of Civil Procedure section 384 or any other method
7 of distribution consistent with Code of Civil Procedure section 384. The Parties have agreed to
8 designate and seek the Court’s approval of Court Appointed Special Advocates (“CASA”) of
9 Alameda County, or other mutually agreeable *cy pres* recipient should the Court not approve the
10 Parties’ proposed beneficiary and/or otherwise consistent with California Code of Civil Procedure
11 section 384.

12 18. After entry of this Final Approval Order and Judgment, pursuant to California Rules
13 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
14 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
15 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
16 any dispute arising from or in connection with the distribution of settlement benefits.

17 19. Within fourteen (14) calendar days of entry of this Final Approval Order and
18 Judgment, Plaintiff shall submit a copy of this Final Approval Order and Judgment to the
19 California Labor & Workforce Development Agency.

20 20. A Notice of entry of this Final Approval Order and Judgment shall be given to the
21 Settlement Class Members by posting a copy of the Final Approval Order and Judgment on
22 Phoenix Settlement Administrator’s website for a period of at least sixty (60) calendar days after
23 the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

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21. A Final Compliance Report Hearing is set for _____, at _____
in Department 23. Class Counsel shall submit a final accounting report/declaration regarding the
status of the settlement administration at least fourteen (14) calendar days prior to the Final Report
Hearing.

Dated: _____
Honorable Michael Markman
Judge of the Superior Court