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7 all others similarly situated

8
9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
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12 DAVID D. GAGNIER, individually and
on behalf of all others similarly situated,

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14 Plaintiff,

15 vs.

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17 SITEONE LANDSCAPE SUPPLY,
LLC, a Delaware Limited Liability
18 Company; and DOES 1-10, inclusive,

19 Defendants.
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Case No. 8:21-cv-01834 CJC (DFMx)
Hon. Cormac J. Carney

**[PROPOSED] FINAL ORDER AND
JUDGMENT GRANTING
PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT;
ATTORNEYS' FEES, COSTS,
SERVICE AWARDS, AND
ADMINISTRATION COSTS**

Date: October 2, 2023
Time: 1:30 p.m.
Courtroom: 9B

1 The Parties reached a settlement subject to Court approval as represented in
2 the Settlement Agreement that was filed previously with this Court. On October 2,
3 2023, this Court conducted a final approval hearing pursuant to this Court's
4 previous Order Granting Plaintiff's Motion for Preliminary Approval of Class
5 Action Settlement (the "Preliminary Approval Order") entered herein on or about
6 June 6, 2023. Due and adequate notice having been given to the Class as required
7 in said Preliminary Approval Order, and the Court having considered all papers
8 filed and proceedings had herein and otherwise being fully informed in the matter,
9 and good cause appearing therefore:

10 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

11 1. For the reasons set forth in the Preliminary Approval Order, which are
12 adopted and incorporated herein by reference, this Court finds that the applicable
13 requirements of the Federal Rules of Civil Procedure, Rule 23 have been satisfied
14 with respect to the Class and the proposed Settlement. The Court hereby makes
15 final its earlier provisional certification of the Class, as set forth in the Preliminary
16 Approval Order.

17 2. This Order and Judgment Granting Final Approval of Class Action
18 Settlement hereby adopts and incorporates by reference the terms and conditions of
19 the parties' settlement agreement, together with the definitions of terms used and
20 contained therein.

21 3. The Court finds that it has jurisdiction over the subject matter of the
22 class action and Lawsuit and over all parties to the Lawsuit, including all
23 Settlement Class Members.

24 4. The Notice Packet composed of the class notice and opt out form
25 ("Class Notice") given to the Class Members fully and accurately informed the
26 Class Members of all material elements of the proposed Settlement and of their
27 opportunity to object to or comment thereon or exclude themselves from the
28 Settlement; was the best notice practicable under the circumstances; was valid, due,

1 and sufficient notice to all Class Members; and complied fully with the laws of the
2 State of California, the United States Constitution, due process, and other
3 applicable law. The Class Notice fairly and adequately described the Settlement
4 and provided Class Members adequate instructions and a variety of means to obtain
5 additional information. A full opportunity has been afforded to the Class Members
6 to participate in the final approval hearing, and all Class Members and other
7 persons wishing to be heard have been heard. Accordingly, the Court determines
8 that all Class Members who did not timely and properly execute and timely mail a
9 Request for Exclusion to make an Opt Out Request are bound by this Order and
10 Judgment. The Court finds that one (1) member of the Class made an Opt Out
11 Request and there were zero Objections received.

12 5. The Court has considered all relevant factors for determining the
13 fairness of the Settlement and has concluded that all such factors weigh in favor of
14 granting Final Approval. In particular, the Court finds that the Settlement was
15 reached following meaningful discovery and investigation conducted by Class
16 Counsel; that the Settlement is the result of serious, informed, adversarial, and
17 arm's-length negotiations between the Parties; and that the terms of the Settlement
18 are in all respects fair, adequate, and reasonable. In so finding, the Court has
19 considered all of the evidence presented, including evidence regarding the strength
20 of the Plaintiff's case; the risk, expense, and complexity of the claims presented; the
21 likely duration of further litigation; the amount offered in Settlement; the extent of
22 investigation and discovery completed; and the experience and views of Class
23 Counsel. Accordingly, the Court hereby approves the Settlement as set forth in the
24 Stipulation and expressly finds that said Settlement is, in all respects, fair,
25 reasonable, adequate, and in the best interests of the Class and hereby directs
26 implementation of all remaining terms, conditions, and provisions of the
27 Stipulation.

28 6. The Court hereby approves the following to be deducted from the

1 Gross Settlement Fund (or “GSF”) and paid. Attorney’s fees are to be deducted
2 from the GSF and paid to Class Counsel in the amount of \$266,666.66 and costs in
3 the amount of \$14,411.55 as compensation for all attorney time spent on this matter
4 from inception through and including the Final Approval Hearing and all other
5 work related to this case and all costs, as these requests are fair and reasonable.

6 7. Costs to the Settlement Administrator shall be paid from the GSF in
7 the amount of \$20,000.00 are hereby approved as fair and reasonable. No other
8 costs or fees relief shall be awarded, either against Defendant or any other of the
9 Released Parties, as defined in the Stipulation.

10 8. The Court hereby approves an Class Representative Service Award to
11 Plaintiff in the amount of \$7,500.00, which shall be paid from the GSF. Plaintiff’s
12 Class Representative Service Award is approved as a service award to Plaintiff for
13 serving as the class representatives and in consideration and exchange for Plaintiff’s
14 Complete and General Release of all claims as explained in the Settlement. Based
15 on the contributions to the Class, risks incurred, stigma, change of policies,
16 execution of a general release and all other factors presented to the Court, the Court
17 finds this request fair and reasonable.

18 9. The Court hereby approves payment from the GSF of a PAGA Award
19 of \$50,000.00, with \$37,500.00 payable to the Labor Workforce Development
20 Agency (“LWDA”), as this request is fair and reasonable and the remainder of
21 \$12,500.00 deducted from the GSF to be paid to the Class Members as stated in the
22 Settlement. The Court approves the Settlement pursuant to the PAGA, including
23 Labor Code section 2699(l) (2).

24 10. Entry of this Final Judgment shall constitute a full and complete bar
25 against Plaintiff and the Settlement Class (whether individuals, cumulatively or in
26 any combination or in any manner) and in favor of the Released Parties (as defined
27 in the Settlement) from bringing any Released Claims against Defendants and
28 Released Parties (as defined in the Settlement) (whether individually, cumulatively

1 or in any combination or in any manner), and shall constitute res judicata and
2 collateral estoppel with respect to the Released Claims, except to those who timely
3 and properly opted out of the Settlement pursuant to the terms of the Agreement.

4 11. By operation of the entry of this Final Order and Judgment, as of the
5 Effective Date, the Parties and Class Members, except those who excluded
6 themselves from the Settlement, are ordered to perform their respective duties and
7 obligations under the Settlement.

8 12. If the Settlement is successfully challenged and, as a result, does not
9 become final and effective in accord with the terms of the Settlement, then this
10 Final Order and Judgment shall be rendered null and void and shall be vacated and,
11 in such event, all orders entered, including but not limited to all releases delivered
12 in connection herewith, shall be null and void.

13 **JUDGMENT**

14 In accordance with, and for the reasons stated in, the Final Approval Order,
15 Judgment shall be entered whereby Plaintiff and all Settlement Class Members,
16 except those who excluded themselves from the Settlement, shall take nothing from
17 Defendants, except as expressly set forth in the Settlement, which was previously
18 filed, as part of Plaintiff's Motion for Preliminary Approval of the Class Action
19 Settlement.

20 Pursuant to Federal Rules of Civil Procedure, Rule 23, this Court reserves
21 exclusive and continuing jurisdiction over this action, Plaintiff, Class Members, and
22 Defendant, for the purposes of:

- 23 (a) supervising the implementation, enforcement, construction, and
24 interpretation of the Stipulation, the Preliminary Approval Order, the
25 plan of allocation, the Final Approval Order, and the Judgment; and
26 (b) supervising distribution of amounts paid under this Settlement.
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IT IS SO ORDERED.

Dated: _____

The Honorable Cormac J. Carney
U.S. District Court Judge