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FILED
Superior Court of California
County of Los Angeles

07/19/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Fregoso Deputy

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

SUZETTE MIRANDA, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

ASKEW INDUSTRIAL CORPORATION, a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 21STCV40337

Assigned for All Purposes to:
Honorable Elihu Berle
Department 6

CLASS ACTION

**~~FURTHER AMENDED [PROPOSED]~~
ORDER OF FINAL APPROVAL AND
JUDGMENT**

Hearing Date: July 17, 2023
Hearing Time: 10:00 a.m.
Hearing Place: Department 6

Complaint Filed: November 2, 2021
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Suzette Miranda’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement, and considering the papers submitted in support of the motion, including the Joint Stipulation of Settlement and Release of Class Action (“Settlement Agreement,” “Settlement,” or “Agreement”), hereby FINDS AND ORDERS:

2 Plaintiff and Defendant Askew Industrial Corporation (“Defendant”) entered the Settlement Agreement on or about June 6, 2022 to settle this lawsuit.

3 The Court entered an Order dated October 14, 2022 preliminarily approving the settlement of this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to Settlement Class Members, and providing Settlement Class Members with an opportunity to object to the Settlement or exclude themselves from the Settlement Class. A Final Approval Hearing was scheduled on February 9, 2023.

4 The Court held a Final Approval Hearing on May 18, 2023 to determine whether to give final approval to the Settlement of this lawsuit.

5 1. Incorporation of Other Documents. This Further Amended Order of Final Approval and Judgment (“Order and Judgment”) incorporates the Settlement Agreement. Unless otherwise provided herein, all capitalized terms in this Order and Judgment shall have the same meaning as set forth in the Settlement Agreement.

6 2. Jurisdiction. Because adequate notice has been disseminated and the Settlement Class been given the opportunity to request exclusion, the Court has personal jurisdiction with respect to the claims of all Settlement Class Members. The Court also has subject matter jurisdiction over this lawsuit, including jurisdiction to approve the Settlement and grants final certification of the Settlement Class.

7 3. Final Class Certification. The Court finds the Settlement Class satisfies all applicable requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due process. The Court certifies the Settlement Class consisting of all non-exempt employees of Defendant in California and/or temporary employees placed on assignment at Defendant in California by any staffing agency during the period from November 2, 2017

1 through April 27, 2022 (“Settlement Class,” “Settlement Class Members,” and “Class Period”).
2 There are two hundred seventy-six (276) Settlement Class Members who did not timely and
3 validly opt-out of the Settlement Class (“Participating Settlement Class Members”).

4 4. Adequacy of Representation. Class Counsel fully and adequately represented the
5 Settlement Class for purposes of entering and implementing the Settlement and satisfied the
6 requirements of Code of Civil Procedure section 382.

7 5. Notice Packet. The Court finds the Notice of Class Action Settlement (“Notice
8 Packet”) and its distribution to Settlement Class Members were implemented pursuant to the
9 Settlement and this Court’s Preliminary Approval Order. The Court also finds the Notice Packet:

10 a. constitutes notice reasonably calculated to apprise Settlement Class
11 Members of: (i) pendency of this lawsuit; (ii) material terms and provisions of the Settlement and
12 their rights; (iii) their right to object to any aspect of the Settlement; (iv) their right to exclude
13 themselves from the Settlement; (v) their right to receive an Individual Settlement Payment; (vi)
14 their right to appear at the Final Approval Hearing; and (vii) binding effect of the orders and
15 judgment in this lawsuit on all Participating Settlement Class Members;

16 b. constitutes notice that fully satisfied the requirements of Code of Civil
17 Procedure section 382, California Rule of Court 3.769, and due process;

18 c. constitutes the best practicable notice to Settlement Class Members under
19 the circumstances of this lawsuit; and

20 d. constitutes notice that is reasonable, adequate, and sufficient to Settlement
21 Class Members.

22 6. Final Settlement Approval. The terms and provisions of the Settlement
23 Agreement have been entered in good faith and are the product of arm’s-length negotiations by
24 experienced counsel who have done a meaningful investigation of the claims. The Settlement
25 Agreement and all its terms and provisions are fully and finally approved as fair, reasonable,
26 adequate, and in the best interests of the Parties. The Parties are hereby directed to implement the
27 Settlement Agreement according to its terms and provisions.

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1 7. Binding Effect. The terms and provisions of the Settlement and this Order and
2 Judgment are binding on Plaintiff, Participating Settlement Class Members, Private Attorneys
3 General Act of 2004 (“PAGA”) Members, and their spouses, heirs, registered domestic partners,
4 executors, administrators, successors, and assigns. In addition, those terms shall have res judicata
5 and other preclusive effect in all pending and future claims, lawsuits, or other proceedings
6 maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other
7 proceedings involve matters that were or could have been raised in this lawsuit and are
8 encompassed by the Released Claims and PAGA Released Claims. The Settlement will have no
9 binding effect upon, and provide no res judicata preclusion to, those Settlement Class Members
10 who have submitted timely requests for exclusion.

11 8. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
12 any action to enforce the terms and provisions of the Settlement Agreement.

13 9. Release of Claims by Plaintiff and the Participating Settlement Class Members.
14 Upon the funding of the Gross Settlement Amount, each Participating Settlement Class Member
15 and Plaintiff will be bound by the Judgment entered and will release the Released Parties, and
16 each of them, of and from any and all Released Claims for the Class Period.

17 a. Release by the LWDA, Plaintiff, and PAGA Members. Upon the funding of the
18 Gross Settlement Amount, the California Labor and Workforce Development
19 Agency (“LWDA”), Plaintiff, and PAGA Members shall be deemed to have
20 released the Released Parties, and each of them, of and from any and all PAGA
21 Released Claims during the PAGA Period.

22 b. Release of Claims by Plaintiff. Plaintiff, on behalf of herself and her heirs,
23 executors, administrators, and representatives, shall and does provide a general
24 release to the Released Parties. Plaintiff also expressly waives and relinquishes all
25 rights and benefits she may have under section 1542 of the Civil Code as well as
26 any other statutes or common law principles of a similar effect.

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1 c. Released Parties. The Released Parties include Defendant and its officers,
2 directors, managers, owners, executives, partners, employees, shareholders,
3 agents, attorneys, and any other successors, assigns, or legal representatives and
4 any of Defendant's former and present parents, subsidiaries, successors, and
5 affiliates, and their officers, directors, managers, owners, executives, partners,
6 employees, shareholders, agents, attorneys, and any other successors, assigns, or
7 legal representatives.

8 10. Incentive Award. The Court finds the Incentive Award of \$7,500, to be paid by
9 Defendant to Plaintiff out of the Gross Settlement Amount, to be reasonable and appropriate. The
10 Incentive Award is to be paid pursuant to the terms and provisions set forth in the Agreement.

11 a. The rationale for making incentive payments is class representatives should be
12 compensated for the expense and risk they incurred in conferring a benefit on the
13 Settlement Class. Criteria courts consider include: (1) risk to the class
14 representatives in commencing suit; (2) notoriety and personal difficulties; (3)
15 amount of time and effort spent by the class representatives; (4) duration of the
16 litigation; and (5) personal benefit (or lack thereof) enjoyed by class
17 representatives.

18 b. The Court reviewed Plaintiff's declaration outlining her involvement. Given the
19 risks inherent in her services as the class representative, duration of the case and
20 time involved, and benefits created for the Settlement Class, the Court approves
21 the payment of the Incentive Award of \$7,500 to Plaintiff.

22 11. Class Counsel's Attorneys' Fees and Expenses. The Court finds the attorneys'
23 fees of \$250,000, to be paid out of the Gross Settlement Amount by Defendant to Class Counsel,
24 to be reasonable and appropriate. The Court further finds the attorneys' costs as reimbursement
25 for actual litigation costs incurred of \$16,336.82, to be paid by Defendant to Class Counsel out
26 of the Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be
27 paid pursuant to the terms and provisions set forth in the Settlement. Defendant shall not be
28 required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by

1 Class Counsel or any other counsel representing Plaintiff or Settlement Class Members.
2 Defendant shall also not be required to pay for any other attorneys' fees and expenses, costs, or
3 disbursements incurred by Plaintiff or Settlement Class Members in connection with or related in
4 any manner to this lawsuit, Settlement, settlement administration, and/or Released Claims and
5 PAGA Released Claims.

6 a. The Court has an independent right and responsibility to review the requested
7 attorneys' fees and only award so much as it determines reasonable. (See
8 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
9 127-28.) The attorneys' fees requested by Class Counsel of \$250,000 is one-third
10 (1/3) of the common fund created for the benefit of the Settlement Class and is
11 supported by use of the percentage-fee method. (See *Laffitte v. Robert Half*
12 *International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the exceptional results
13 achieved, financial risk undertaken, novel and difficult nature of this litigation,
14 skills required, percentage fees award in previous and other cases, and contingent
15 fees charged in the marketplace, the Court finds the requested attorneys' fees is
16 consistent with the marketplace, is reasonable, and is approved.

17 b. The Court reviewed the declaration of Douglas Han regarding the costs expended
18 in prosecuting this case. Under the terms of the Settlement, Class Counsel may
19 seek reimbursement of up to \$12,000 in litigation costs. The Court finds Class
20 Counsel expended \$16,336.82 in litigation costs, and such costs were reasonable.
21 Thus, the Court approves the payment of the attorneys' costs of \$16,336.82 from
22 the common fund for the reimbursement of Class Counsel's litigation costs.

23 12. Administration Expenses. The Court finds Administration Expenses of \$8,340, to
24 be paid by Defendant to the Settlement Administrator out of the Gross Settlement Amount, to be
25 reasonable and appropriate. The Administration Expenses are to be paid pursuant to terms and
26 provisions set forth in the Settlement Agreement.

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1 a. The Court reviewed the declaration of Jennifer Beliveau from Simpluris, Inc., the
2 Court-approved Settlement Administrator. The Court finds notice was provided to
3 the Settlement Class pursuant to the Preliminary Approval Order, constitutes the
4 best practicable notice to the Settlement Class, and satisfied due process. The
5 Court approves the payment of the Administration Expenses of \$8,340 for the
6 Settlement Administrator's services in administering the Settlement.

7 13. PAGA Payment. The Court finds the PAGA Payment of \$50,000, seventy-five
8 percent (75%) of which (\$37,500) will be paid to the LWDA out of the Gross Settlement
9 Amount and twenty-five percent (25%) of which (\$12,500) shall be distributed to PAGA
10 Members, on a proportionate basis, to be reasonable and appropriate. The PAGA Payment is to
11 be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

12 14. Funding of the Settlement. Within five calendar (5) days of the Effective Date,
13 Defendant shall transmit the Gross Settlement Amount of \$750,000 and the Employer's Taxes to
14 the Settlement Administrator. Within ten (10) calendar days of the Effective Date, the Settlement
15 Administrator will calculate and pay to Participating Settlement Class Members their Individual
16 Settlement Payments via first-class regular U.S. Mail. Within ten (10) calendar days of the
17 Effective Date, the Settlement Administrator will pay to Plaintiff the Court-awarded Incentive
18 Award; to Class Counsel the Court-awarded Class Counsel's Attorneys' Fees and Expenses; to
19 the PAGA Members and LWDA the Court-approved PAGA Payment; and to the Settlement
20 Administrator the Court-awarded Administration Expenses.

21 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
22 Settlement Agreement is entitled to a presumption of fairness. In the moving papers, Plaintiff
23 contends the Settlement Agreement was the product of arm's-length negotiations following
24 extensive litigation, discovery, and exchange of documentation. The negotiations were facilitated
25 with the aid of Jeffrey Ross, Esq., an experienced and well-respected mediator.

26 a. The fairness of the Settlement is demonstrated by there being no objections to and
27 no requests for exclusion from the Settlement.

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b. The fairness of the Settlement is also illustrated by the gross *average* Individual Settlement Payment being approximately \$1,559.14, and the gross *highest* Individual Settlement Payment being about \$8,042.61.

16. Uncashed Checks. Participating Settlement Class Member shall have one hundred eighty (180) days to cash their checks. Any funds associated with uncashed checks after one hundred eighty (180) days will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law.

17. Modification of Settlement Agreement. The Participating Settlement Class Members are hereby authorized, upon approval of the Court, to agree to and adopt amendments to or modifications of the Settlement Agreement by writing signed by the Parties and approved by the Court. Such amendments or modifications shall be consistent with this Order and Judgment and cannot limit the rights of Participating Settlement Class Members under the Settlement Agreement.

18. Final Accounting and Compliance. The Court sets a nonappearance case review for March 25, 2024 in Department 6. Plaintiff shall file a compliance status report by March 18, 2024. Pursuant to Code of Civil Procedure section 384, the compliance status report shall specify the total amount paid to Participating Settlement Class Members and the residual of the unclaimed settlement funds that will be paid to the entity identified as the recipient of such funds in the Settlement Agreement.

19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and Judgment. This Court expressly retains jurisdiction for the administration, interpretation, effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment, and for any other necessary purpose, including, without limitation:

a. enforcing the terms and provisions of the Settlement and resolving any disputes, claims, or causes of action in this lawsuit that, in whole or in part, are related to or arise out of the Settlement or this Order and Judgment;

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- 1 b. entering such additional orders as may be necessary or appropriate to protect or
2 effectuate this Order and Judgment approving the Settlement, and permanently
3 enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure the
4 fair and orderly administration of the Settlement; and
5 c. entering any other necessary or appropriate orders to protect and effectuate this
6 Court's retention of continuing jurisdiction.

7 The Motion for Final Approval of Class Action Settlement, Class Counsel's Attorneys'
8 Fees and Expenses, and Incentive Award is GRANTED. The Settlement Administrator is
9 directed to carry out the terms of the Settlement Agreement forthwith.

10 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
11 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
12 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
13 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
14 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
15 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
16 THE JUDGMENT THEREON.

17
18 IT IS SO ORDERED.

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20 DATED: 7-19-23



Elihu M. Berle

HONORABLE ELIHU BERLE
SUPERIOR COURT JUDGE
Elihu M. Berle / Judge

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PROOF OF SERVICE
1013A(3) CCP

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 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On July 19, 2023, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Miranda v. Askew Industrial Corporation**
LWDA/Court Case No.: **LWDA Case No.: CM-842357-21**
Court Case No.: 21STCV40337
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 19, 2023, at Pasadena, California.



Mariah Anderson