

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 25 2023

E. Escobedo

UAT

APR 26 2023

R

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

ANTONIO GONZALES, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

KEECO, LLC, a California limited liability
company; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: CVRI2104851

Assigned for All Purposes to:
Honorable Harold W. Hopp
Department 10

CLASS ACTION

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

Hearing Date: April 21, 2023
Hearing Time: 8:30 a.m.
Hearing Place: Department 10

Complaint Filed: October 22, 2021
Trial Date: None Set

5
1 On April 27, 2023 at 8:30 a.m., Plaintiff Antonio Gonzales' ("Plaintiff") Motion for
2 Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class
3 Representative Enhancement Payment came before the Court in Department 10 for a hearing
4 pursuant to the Order Granting Preliminary Approval of the Class Action Settlement dated
5 December 12, 2022 ("Preliminary Approval Order"). Plaintiff's Motion for Final Approval of
6 Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement
7 Payment is based on the Parties' Joint Stipulation and Settlement Agreement ("Settlement
8 Agreement," "Settlement," or "Agreement") attached as **Exhibit 1** to the Declaration of
9 Douglas Han in Support of Plaintiff's Motion for Preliminary Approval of Class Action
10 Settlement that was filed on November 10, 2022. Since full and adequate notice was given to
11 the Class as required in the Court's Preliminary Approval Order, and the Court considered all
12 the papers filed and proceedings held herein, it is **ORDERED, ADJUDGED AND DECREED**
13 **THAT:**

14 1. This Court has jurisdiction over the subject matter of this lawsuit and over all
15 Parties to this lawsuit, including all Class Members.

16 2. The Court preliminarily certified this case as a class action under Code of Civil
17 Procedure section 382 pursuant to Plaintiff's motion for preliminary approval of the class action
18 settlement. The Class is defined as all current and former hourly-paid or non-exempt employees
19 employed by Defendant Keeco, LLC ("Defendant") within the State of California at any time
20 between April 26, 2017 and November 8, 2022 ("Class," "Class Members," and "Class
21 Period"). The "Class Members" shall not include any person who submits a timely and valid
22 Request for Exclusion.

23 3. The certified Class continues to meet all the requirements of Code of Civil
24 Procedure section 382 and for the reasons set forth in the Court's Preliminary Approval Order.

25 4. Plaintiff is the Court-appointed class representative.

26 5. Justice Law Corporation is the Court-appointed Class Counsel.

27 ///

28 ///

1 6. Plaintiff sued Defendant for a variety of Labor Code violations. The operative
2 complaint alleges Defendant: (a) failed to pay overtime wages; (b) failed to pay meal period
3 premiums; (c) failed to pay rest period premiums; (d) failed to pay minimum wages; (e) failed
4 to pay final wages in a timely manner; (f) failed to provide compliant wage statements; (g)
5 failed to reimburse business expenses; (h) violated Labor Code section 2698, *et seq.* (Private
6 Attorneys General Act of 2004 (“PAGA”)); and (i) violated Business & Professions Code
7 section 17200, *et seq.*

8 7. The Motion for final approval is granted. The Court approves the settlement as
9 fair, reasonable, and adequate. Pursuant to this, the Court makes the following awards and
10 approves the following payments:

- 11 a. \$875,000 to Class Counsel as the attorneys’ fees;
- 12 b. \$14,435.07 to Class Counsel as the attorneys’ costs;
- 13 c. \$10,000 to Plaintiff as the Class Representative Enhancement Payment;
- 14 d. \$13,500 to Phoenix Class Action Administration Solutions, the
15 Settlement Administrator, as the Settlement Administration Costs; and
- 16 e. \$100,000 as the PAGA Payment, seventy-five percent (75%) of which
17 (\$75,000) will be paid to the California Labor and Workforce
18 Development Agency (“LWDA”) and twenty-five percent (25%) of
19 which (\$25,000) will be paid to the Eligible Aggrieved Employees, on a
20 pro rata basis.

21 8. Except for the payment due under the Agreement, the Parties are each to bear
22 their own costs and attorneys’ fees.

23 9. The Court approves the Agreement. By extension, the Released Parties are
24 discharged from all Released Claims in accordance with the terms of the Agreement.

25 ///

26 ///

27 ///

1 10. The Settlement Administrator is providing settlement administration services
2 for this settlement. On December 15, 2022, the Settlement Administrator received the Court-
3 approved Notice Packet. On December 29, 2022, Defendant delivered to the Settlement
4 Administrator the Class List that contained information for eight hundred forty-two (842) Class
5 Members. On January 13, 2023, the Settlement Administrator mailed Notice Packets to eight
6 hundred forty-two (842) Class Members via regular First-Class U.S. Mail and indicated the
7 Response Deadline was February 27, 2023. The Settlement Administrator remailed returned
8 Notice Packets using forwarding addresses affixed thereto or using an Accurant search/skip-
9 trace to locate updated addresses. There were zero (0) undelivered Notice Packets. The
10 Settlement Administrator received no disputes, no objections, and only two (2) requests for
11 exclusion. The Class reacted positively with participation rate of ninety-nine percent (99.76%).
12 The Court finds the notice provided to Class Members conforms to due process requirements.
13 The Class Members who requested exclusion are Mario Diaz and Andy Sanchez Ocampo. The
14 distribution of any payment to Mario Diaz and Andy Sanchez Ocampo under PAGA shall be
15 accompanied by the following statement: "The settlement check enclosed in this envelope is for
16 the PAGA portion of the settlement, not for the class portion of the settlement. Cashing this
17 settlement check will not bar you from commencing a lawsuit for any alleged violations of the
18 Labor Code against Defendant or for any other claims you may have against Defendant."

19 11. If the case had not settled, there would have been additional risks and expenses
20 associated with continuing to litigate. Procedural hurdles (*i.e.*, motion practice, appeals) are also
21 likely to prolong the litigation as well as any recovery by the Class Members.

22 ///

23 ///

24 ///

1 12. Defendant agreed to settle for the non-reversionary sum of \$2,500,000.
2 Defendant will have no obligation to pay any amount in connection with the Settlement apart
3 from the Maximum Settlement Amount and the employer's share of payroll taxes due on the
4 portion of Individual Settlement Payments allocated to wages. Also, none of the Maximum
5 Settlement Amount will revert to Defendant. According to the Settlement Administrator's
6 calculations, the gross *average* Individual Settlement Payment will be approximately \$1,770.32,
7 the gross *highest* Individual Settlement Payment will be about \$7,541.52, and the gross *lowest*
8 Individual Settlement Payment will be around \$3.66.

9 13. Class Counsel's investigation included discovery, reviewing employee
10 handbooks, policy documents, Class data, and sampling of time and pay records, and forming a
11 damage model based on all these documents. The Parties mediated this case with Judge Carl
12 West, a respected and highly experienced mediator in wage-and-hour class actions. In
13 connection with mediation and through discussions with Defendant's counsel, Class Counsel
14 discussed all aspects of the case, including the risks of litigation, risks to both Parties of
15 proceeding with a motion for class certification, and laws relating to meal and rest breaks.

16 14. Class Counsel have extensive experience with wage-and-hour class litigation.
17 Class Counsel are of the opinion the Settlement is in the best interest of the Class and provides
18 substantial benefit to Class Members.

19 15. On balance, this is a fair settlement that satisfies the *Dunk v. Ford Motor Co.*
20 (1996) 48 Cal.App.4th 1794, 1801 factors such that final approval is warranted.

21 16. Fees are sought pursuant to the percentage method. The determination of what
22 constitutes an appropriate percentage "is somewhat elastic and depends largely on the facts of a
23 given case, but certain factors are commonly considered. Specifically, the court may address the
24 percentage likely to have been negotiated between private parties in a similar case, percentages
25 applied in other class actions, the quality of class counsel, and the size of the award." (*In re Ikon*
26 *Office Solutions, Inc., Securities Litigation* (E.D. Pa. 2000) 194 F.R.D. 166, 193.)

27 ///

28 ///

1 17. These factors favor awarding the attorneys' fees. As for the first factor, private
2 contingency fee agreements are routinely thirty percent (30%) to forty percent (40%) of the
3 recovery. (*In re Ikon Office Solutions, Inc., Securities Litigation, supra*, 194 F.R.D. at p. 194.)
4 As for the second factor, although the median percentage of attorney fees in class action is
5 twenty-five percent (25%), "most fees appear to fall in the range of nineteen to forty-five
6 percent." (*Ibid.*) As for the third factor, Class Counsel have experience in class actions,
7 including wage-and-hour cases. Most importantly, Class Counsel achieved excellent results for
8 the Class as evidenced by the Class Members' reaction to the Settlement. As for the fourth
9 factor, Class Counsel negotiated a \$2,500,000 Maximum Settlement Amount. Applying the
10 lodestar cross-check, Class Counsel indicate they invested 1,098.2 hours on this matter.
11 Consequently, the base lodestar fees calculation for Class Counsel is \$734,070, resulting in a
12 modest multiplier of 1.19. Moreover, Class Counsel's hourly rates appear to be reasonable for
13 attorneys with their years of experience, and the hours spent are reasonable for this case. It
14 appears Class Counsel utilized skill in litigating this case and have good reputations in the legal
15 community. It also appears Class Counsel spent an appreciable time on the case, which could
16 have been spent on other meritorious cases. Because the attorneys' fees is based on a reasonable
17 percentage of the settlement fund, is supported by the lodestar calculation, and did not receive
18 objections from the Class, the Court grants final approval of the attorneys' fees of \$875,000.

19 18. Class Counsel seek attorneys' costs of up to \$25,000. Class Counsel's actual
20 costs and expenses incurred total \$14,435.07, which appear reasonable and necessary to the
21 successful litigation of this matter. Furthermore, the maximum attorneys' costs sought was
22 disclosed to Class Members, and no objection were received. For these reasons, the Court grants
23 final approval of the attorneys' costs of \$14,435.07.

24 ///

25 ///

26 ///

1 19. Class Counsel seek Class Representative Enhancement Payment of \$10,000 to
2 Plaintiff. The Court considers the following factors in determining whether to pay an incentive
3 or enhancement payment to a class representative: (a) whether an incentive was necessary to
4 induce participation; (b) actions taken by the class representative to protect the interests of the
5 class; (c) degree to which the class benefited from the class representative's actions; (d) amount
6 of time and effort the class representative expended; (e) risk to the class representative in
7 commencing the lawsuit; (f) notoriety and personal difficulties encountered by the class
8 representative; (g) duration of the litigation; and (h) personal benefit (or lack thereof) enjoyed
9 by the class representative. (California Practice Guide, Civil Procedure Before Trial, ¶
10 14:146.10 (The Rutter Group 2012) (*citing Clark v American Residential Services, LLC* (2009)
11 175 Cal.App.4th 785, 804; *Bell v. Farmers Ins. Exch.* (2004) 115 Cal.App.4th 715, 726; *In re*
12 *Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380, 1394; *Munoz v. BCI Coca-*
13 *Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412.) Plaintiff devoted several
14 hours to this litigation, which played an integral role in allowing this matter to promptly settle.
15 Specifically, Plaintiff assisted Class Counsel by participating in multiple conferences with Class
16 Counsel, gathering and reviewing documents produced by Defendant and other sources with
17 Class Counsel, providing the names and contact information of putative class members, and
18 providing pertinent documents and information to Class Counsel. Plaintiff also helped Class
19 Counsel prepare for mediation and made himself available via Zoom and telephone during
20 mediation. Furthermore, Plaintiff took the time to review and approve the Settlement
21 Agreement (and exhibits) before signing it. Plaintiff freely chose to champion the rights of the
22 Class, accepted the risks and sacrifices associated with being the class representative, and does
23 not have interests averse to the Class. Finally, none of the Class Members objected to the Class
24 Representative Enhancement Payment. Thus, the Court grants final approval of the Class
25 Representative Enhancement Payment of \$10,000 to Plaintiff.

26 ///

27 ///

28 ///

1 20. The Settlement Administrator requests Settlement Administration Costs of
2 \$13,500. Based upon the work performed and yet to be performed, including the fact the Class
3 was provided notice of the Settlement Administration Costs and none objected, the Court grants
4 final approval of the Settlement Administration Costs of \$13,500.

5 21. Finally, the Court grants final approval of the PAGA Payment of \$100,000,
6 seventy-five percent (75%) of which (\$75,000) will be paid to the LWDA and twenty-five
7 percent (25%) of which (\$25,000) will be paid to the Eligible Aggrieved Employees.

8 22. The Settlement Administrator is directed to mail the Individual Settlement
9 Payments in envelopes bearing the notation, "YOUR CLASS ACTION SETTLEMENT
10 CHECK IS ENCLOSED" and take all actions in furtherance of the settlement administration.

11 23. Class Members will receive checks for their Individual Settlement Payments
12 and Individual PAGA Payments. Checks will remain negotiable for one hundred twenty (120)
13 calendar days. Any check not cashed within one hundred twenty (120) calendar days will be
14 void. The funds from the uncashed checks shall be distributed by the Settlement Administrator
15 to the State Controller's Unclaimed Property Fund.

16 24. The Settlement Administrator will mail reminder postcards to Class Members
17 whose settlement checks have not been negotiated within sixty (60) days after their mailing.

18 25. If any of the Class Members are current employees of Defendant, the
19 distribution mailed to those employees is returned to the Settlement Administrator as being
20 undeliverable, and the Settlement Administrator is unable to locate a valid mailing address, the
21 Settlement Administrator shall arrange with Defendant to have those distributions delivered to
22 the employees at their place of employment.

23 ///

24 ///

25 ///

1 26. Once the Court grants this Order of Final Approval and Judgment, the
2 Settlement Administrator will mail a notice of entry of judgment to Class Members alongside
3 their settlement checks via regular First-Class U.S. Mail. The notice of entry of judgment will
4 state, "The Superior Court of California, County of Riverside, granted final approval of the
5 *Antonio Gonzales v. Keeco, LLC* matter, Case Number CVRI2104851, on April 21, 2023. As a
6 result, the Settlement Administrator has enclosed your settlement check alongside this notice of
7 entry of judgment."

8 27. All Parties, including each and all Class Members, are bound by this Order of
9 Final Approval and Judgment and by the Settlement Agreement. All Class Members shall be
10 deemed to have entered the Settlement Agreement.

11 28. Without affecting the finality of this Order of Final Approval and Judgment, the
12 Court shall retain continuing jurisdiction over this lawsuit and the Parties, including all Class
13 Members and all matters pertaining to the implementation and enforcement of the terms of the
14 Settlement. Except as provided to the contrary herein, any disputes or controversies arising with
15 respect to interpretation, enforcement, or implementation of the Settlement shall be presented by
16 motion to the Court for resolution.

17 29. A Final Report (Nonappearance) Hearing is scheduled on October 20, 2023
18 before this same court and department. ~~Within~~ ^{at 3:00} five (5) court days before this hearing, Plaintiff
19 shall file a report (declaration) concerning the amount of money distributed along with a
20 proposed amended judgment.

21 30. This Order of Final Approval and Judgment is intended to be a final disposition
22 of the above-captioned action in its entirety and is intended to be immediately appealable.
23 Subject to the Court's continuing jurisdiction as set forth above, the Court directs the Clerk of
24 the Court to enter Order of Final Approval and Judgment.

25 ///

26 ///

27 ///

31. There is no just reason for any delay in the entry of this Order of Final Approval and Judgment approving the Settlement. Pursuant to this, immediate entry by the Clerk of the Court is expressly directed.

IT IS SO ORDERED.

DATED:

4/25/23


HONORABLE HAROLD W. HOPE

HONORABLE HAROLD W. HOPI
SUPERIOR COURT JUDGE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 bitty@justicelawcorp.com

On April 28, 2023, I served the foregoing document described as

ORDER OF FINAL APPROVAL OF JUDGEMENT

for the following case: **Gonzales v. Keeco, LLC**
LWDA/Court Case No.: **LWDA Case No.: CM-841748-21**
Court Case No.: CVRI2104851
Riverside 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

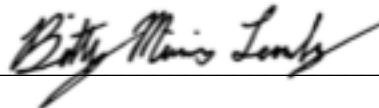
[X] BY ELECTRONIC SUBMISSION

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 April 28, 2023, at Pasadena, California.



Bitty Minnis-Lemley