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COUNTY OF FRESNO
BY _____ DEPUTY

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DEAN CRUMPLER, and all others similarly situated
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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF FRESNO
12 (UNLIMITED JURISDICTION)

13 DEAN CRUMPLER, on behalf of himself and
14 all others similarly situated, and as an
"aggrieved employee" on behalf of other
15 "aggrieved employees" under the Labor Code
Private Attorney General Act of 2004,
16

17 Plaintiff(s),

18 vs.

19 WESTCO EQUITIES, INC. DBA WESTCO
20 PROPERTY MANAGEMENT, a California
corporation; and DOES 1-50, inclusive,
21

22 Defendant(s).

Case No.: 21CECG02993

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
SETTLEMENT**

Hearing Information

Action filed: 10/7/2021
Hearing Date: 10/24/2023
Hearing Time: 3:30 p.m.
Hearing Dept: 403, Hon. Jonathan M.
Skiles



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1 This matter came on for hearing on October 24, 2023 at 3:30 p.m. in Department 502, 5th
2 Floor of the above-captioned court on Plaintiff's Motion for Final Approval of a Class Action
3 Settlement pursuant to California Rules of Court, Rule 3.769, as set forth in the Class Action and
4 PAGA Settlement Agreement (the "Settlement") filed herewith which provides for a Gross
5 Settlement Amount ("GSA") of up to \$250,000.00 in compromise of all disputed claims on behalf
6 of all persons Defendant employed as hourly, non-exempt in California at any time during the
7 period of October 07, 2017 to September 17, 2022 ("Class Period"). All capitalized terms used
8 herein shall have the same meaning as defined in the Settlement.

9 In accordance with the Court's prior Order Granting Preliminary Approval of Class
10 Action Settlement, Class Members have been given notice of the terms of the Settlement and the
11 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
12 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
13 and the evidence and argument received by the Court in conjunction with the motions for
14 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
15 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
16 DETERMINATIONS:

17 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
18 to the Action, including all Class Members. Pursuant to this Court's Order Granting Preliminary
19 Approval of Class Action Settlement of May 30, 2023, the Class Notice was sent to each Class
20 Member by First Class U.S. mail. The Class Notice informed Class Members of the terms of the
21 Settlement, their right to receive their proportional share of the Settlement, their right to request
22 exclusion, their right to comment upon or object to the Settlement, and their right to appear in
23 person or by counsel at the final approval hearing and be heard regarding final approval of the
24 Settlement. Adequate periods of time were provided by each of these procedures. No member of
25 the Settlement Class presented written objections to the proposed Settlement as part of this notice
26 process, stated an intention to appear, or actually appeared at the final approval hearing.

27 2. For purposes of this Final Order and Judgment, the Class Members are all persons
28 Defendant employed as hourly, non-exempt in California at any time during the period of October
29 07, 2017 to September 17, 2022 ("Class Period").

30 3. The Court finds and determines that the notice procedure afforded adequate
31 protections to Class Members and provides the basis for the Court to make an informed decision



1 regarding final approval of the Settlement based on the responses of Class Members. The Court
2 finds and determines that the notice provided in this case was the best notice practicable, which
3 satisfied the requirements of law and due process as to all persons entitled to such notice.

4 **Release by Plaintiff and Class Members.** The Parties agree that it is their intent that the
5 resolution set forth in this Settlement will release and discharge the Released Class Claims by
6 way of any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or
7 other action of any kind by each and all of the Settlement Class Members (including participation
8 to any extent in any representative or collective action) against the Released Parties. This release
9 will not take effect until Defendant has paid the Gross Settlement Amount in full per this
10 Settlement Agreement. All Aggrieved Employees, regardless of whether they submit timely and
11 valid requests for exclusion from the Settlement, will release all Released PAGA Claims under
12 PAGA against the Released Parties. The State of California will also release all Released PAGA
13 Claims under PAGA against the Released Parties. **“Released Class Claims”** shall mean all claims
14 that were alleged, or reasonably could have been alleged, based on the Class Period facts stated
15 in the Operative Complaint and ascertained in the course of the Action including, failure to pay
16 wages, failure to provide overtime wages, failure to provide meal periods, failure to authorize and
17 permit rest periods, failure to indemnify for business expenses, failure to issue proper wage
18 statements, failure to timely pay wages, failure to maintain required payroll records, and related
19 allegations. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do
20 not release any other claims, including claims for vested benefits, wrongful termination, violation
21 of the Fair Employment and Housing Act, unemployment insurance, disability, social security,
22 workers’ compensation, or claims based on facts occurring outside the Class Period. **“Released
23 PAGA Claims”** means All Non-Participating Class Members who are Aggrieved Employees are
24 deemed to release, on behalf of themselves and their respective former and present representatives,
25 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
26 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on
27 the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained
28 in the course of the Action including, failure to pay wages, failure to provide overtime wages,
failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify
for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure
to maintain required payroll records, and related claims. **“Released Parties”** means are Defendant



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1 and any of its present and former parent companies, subsidiaries, divisions, concepts, related or
2 affiliated companies and its shareholders, officers, directors, employees, agents, attorneys,
3 insurers, successors and assigns, and any individual or entity that could be liable for any of the
4 Released Claims, and Defendant's counsel of record in the Action.

5 2. The Court further finds and determines that the terms of the Settlement are fair,
6 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
7 provisions of the Settlement, including the release of claims contained therein, should be and
8 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
9 according to its terms. As of the Effective Date of Settlement, and for the duration of the Class
10 Period, all Class Members are hereby deemed to have waived and released all Released Class
11 Claims and are forever barred and enjoined from prosecuting the Released Class Claims against
12 the Released Parties as fully set forth in the Settlement. No objections were received by the Parties
13 or the Court through the date of this Final Order and Judgment. The Court finds four (4) Class
14 Member(s)—Mayra Cobarrubias, Karin Jacobs, Suzette Mendoza and Maisael Navarro—
15 submitted a request for exclusion from the Settlement as determined by the Administrator and
16 therefore is/are not in the Settlement Class.

17 3. The Court finds and determines that (a) the Individual Class Payments to be paid
18 to Participating Class Members, (b) the Individual PAGA Payments to be paid to the Aggrieved
19 Employees, and (c) the LWDA PAGA Payment as civil penalties under the California Labor Code
20 Private Attorneys General Act of 2004, as amended, California Labor Code sections 2699 *et seq.*,
21 as provided for by the Settlement are fair and reasonable. The Court hereby grants final approval
22 to, and orders the payment of, those amounts be made to the Participating Class Members, to the
23 Aggrieved Employees, and to the LWDA, in accordance with the terms of the Settlement.

24 4. The Court further grants final approval to and orders that the following payments
25 be made in accordance with the terms of the Settlement:

26 a. Class Counsel Fees Payment of \$83,333.00 and \$8,703.20 in Class Counsel
27 Litigation Expenses Payment to Class Counsel;

28 b. \$15,000.00 as a Class Representative Service Payment payable to Plaintiff
Dean Crumpler for his service as a Class Representative;

c. \$6,000.00 as the Administration Expenses Payment payable to Simpluris,
Inc. for its services as the Administrator; and

1 d. Payment of \$3,000.00 as the LWDA PAGA Payment (75% of the
2 (\$4,000.00 PAGA penalty) to the LWDA.

3 7. The settlement shall proceed as directed in the Settlement, and no payments
4 pursuant to the Settlement shall be distributed until after the Effective Date of Settlement. Without
5 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
6 of all matters relating to the interpretation, administration, implementation, effectuation and
7 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of
8 Court 3.769(h).

9 8. Within 21 calendar days of the Effective Date of Settlement, Defendant shall
10 deposit the Settlement proceeds in an account designated by the Administrator: (i) the total
11 amount of all Individual Class Payments to the Participating Class Members and all Individual
12 PAGA Payments to the Aggrieved Employees, (ii) the Court approved Class Counsel Fees
13 Payment and Class Counsel Litigation Expenses Payment, (iii) the Court-approved Class
14 Representative Service Payment, (iv) the Court-approved Administration Expenses Payment, and
15 (v) the LWDA PAGA Payment.

16 9. Other than the employer side payroll taxes, Defendant's payment of such sums
17 shall be the sole financial obligation of Defendant under the Settlement, and shall be in full
18 satisfaction of all claims released herein, including, without limitation, all claims for wages,
19 penalties, interest, attorneys' fees, costs and expenses.

20 10. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
21 one hundred and eighty (180) days from the date of the check's issuance to cash their Individual
22 Class Payment and Individual PAGA Payment checks. After the expiration of the 180-day period,
23 on Defendant's behalf, the Administrator shall remit any amounts from voided Settlement checks
24 and otherwise unclaimed (the "Residue"), plus interest on the Residue at the legal rate of interest
25 from the date of entry of the initial judgement to the California Unclaimed Property Fund.

26 11. Nothing in this Final Order and Judgment shall preclude any action to enforce the
27 Parties' obligations under the Settlement or hereunder, including the requirement that Defendant
28 deposit funds for distribution by the Administrator to Participating Class Members in accordance
29 with the Settlement.

30 12. The Court hereby enters final judgment in this case in accordance with the terms
31 of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this Final



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1 Order and Judgment.

2 13. The Parties are hereby ordered to comply with the terms of the Settlement.

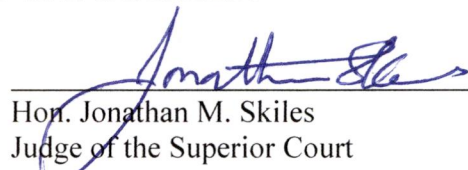
3 14. The Parties shall bear their own costs and attorneys' fees except as otherwise
4 provided by the Settlement and this Final Order and Judgment.

5 15. The Settlement is not an admission by Defendant nor is this Final Order and
6 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendant.
7 Furthermore, the Settlement is not a concession by Defendant and shall not be used as an
8 admission of any fault, omission, or wrongdoing by Defendant. Neither this Final Order and
9 Judgment, the Settlement, any document referred to herein, any exhibit to any document referred
10 to herein, any action taken to carry out the Settlement, nor any negotiations or proceedings related
11 to the Settlement are to be construed as, or deemed to be evidence of, or an admission or
12 concession with regard to, the denials or defenses of Defendant, and shall not be offered in
13 evidence in any proceeding against the Parties hereto in any Court, administrative agency, or other
14 tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order and
15 Judgment. This Final Order and Judgment, the Settlement and exhibits thereto, and any other
16 papers and records on file in the Action may be filed in this Court or in any other litigation as
17 evidence of the settlement by Defendant to support a defense of res judicata, collateral estoppel,
18 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
19 Claims.

20 16. This document shall constitute a Judgment for purposes of California Rule of
21 Court 3.769(h).

22 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

23 Date: 11-1-2023

24 
25 Hon. Jonathan M. Skiles
26 Judge of the Superior Court

27 
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