

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff and the Class

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

SONNY LE, individually, and on behalf of
other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

BALBOA WATER GROUP LLC, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 30-2019-01042358-CU-OE-CXC

Honorable Peter J. Wilson
Department CX101

CLASS ACTION

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

Date: December 8, 2022
Time: 2:00 p.m.
Department: CX101

Complaint Filed: January 7, 2019
FAC Filed: March 28, 2019
SAC Filed: December 30, 2021
Trial Date: None Set

1 This matter has come before the Honorable Peter J. Wilson in Department CX101 of the
2 above-entitled Court, located at Civil Complex Center, 751 West Santa Ana Boulevard, Santa Ana,
3 California, 92701, on Plaintiff Sonny Le’s (“Plaintiff”) Motion for Final Approval of Class Action
4 Settlement, Attorneys’ Fees, Costs, and Service Award (“Motion for Final Approval”). Lawyers
5 for Justice, PC appeared on behalf of Plaintiff, and Epstein Becker & Green, P.C. appeared on
6 behalf of Defendant Balboa Water Group LLC (“Defendant”).

7 On July 29, 2022, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
9 of the above-entitled action (“Action”) in accordance with the Joint Stipulation of Class Action
10 and PAGA Settlement and Release and Amendment No. 1 to Joint Stipulation of Class Action and
11 PAGA Settlement and Release (together, “Settlement,” “Agreement,” or “Settlement
12 Agreement”), which, together with the exhibits annexed thereto, set forth the terms and conditions
13 for settlement of the Action.

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 Class Members asserted in this
20 proceeding and over all parties to the Action.

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 Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

26 All individuals who worked for Defendant in California as non-exempt
27 employees at any time during the period from January 7, 2015 through
28 December 20, 2021 (“Class” or “Class Members”).

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

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

24 6. A full opportunity has been afforded to the Class Members to participate in the
25 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
26 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
27 the Class Settlement. Accordingly, the Court determines that all Class Members who did not
28

1 submit a timely and valid Request for Exclusion (“Settlement Class Members”) are bound by this
2 Final Approval Order and Judgment.

3 7. The Court finds that Class Members Serena Phin and Celedonio Jauregui have
4 timely and validly opted out of the Class Settlement and will not be bound by this Final Approval
5 Order and Judgment as it pertains to the Class Settlement.

6 8. The Court finds that payment of Settlement Administration Costs in the amount of
7 \$12,250.00 is appropriate for the services performed and costs incurred and to be incurred for the
8 notice and settlement administration process. It is hereby ordered that the Settlement
9 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$12,250.00, in
10 accordance with the terms and methodology set forth in Settlement Agreement.

11 9. The Court finds that the Service Award sought in the amount of \$7,500.00 is fair
12 and reasonable for the work performed by Plaintiff on behalf of the Class. It is hereby ordered
13 that the Settlement Administrator issue payment in the amount of \$7,500.00 to Plaintiff Sonny Le
14 for his Service Award, according to the terms and methodology set forth in the Settlement
15 Agreement.

16 10. The Court finds that the allocation of \$150,000.00 toward penalties under the
17 California Private Attorneys General Act of 2004 (“PAGA Allocation”), is fair, reasonable, and
18 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
19 Allocation as follows: the amount of \$112,500.00 to the California Labor and Workforce
20 Development Agency, and the amount of \$37,500.00 to be distributed to all individuals who
21 worked for Defendant in California as non-exempt employees at any time during the period from
22 August 5, 2020 through December 20, 2021 (“PAGA Members”), according to the terms and
23 methodology set forth in the Settlement Agreement.

24 11. The Court finds that the request for attorneys’ fees in the amount of \$476,875.00 to
25 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
26 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
27 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
28 amount of \$476,875.00 to Class Counsel for attorneys’ fees, in accordance with the terms and

methodology set forth in the Settlement Agreement.

12. The Court finds that reimbursement of litigation costs and expenses in the amount of \$17,384.47 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$17,384.47 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

13. The Court hereby enters Judgment by which Settlement Class Members shall be conclusively determined to have given a release of any and all Class Released Claims against the Released Parties, as set forth in the Settlement Agreement and Class Notice, except that only those Settlement Class Members who cash or deposit their Individual Settlement Payment check shall be deemed to opt-in to the Settlement and release of Class Released Claims that arise under the Fair Labor Standards Act.

14. The Court hereby enters Judgment by which the State of California with respect to all PAGA Members and all PAGA Members shall be conclusively determined to have given a release of any and all PAGA Released Claims against the Released Parties, as set forth in the Settlement Agreement and Class Notice.

15. It is hereby ordered that Defendant shall make a one-time deposit of the Gross Settlement Amount plus an amount sufficient for Employer Taxes into a settlement account established by the Settlement Administrator within thirty (30) calendar days of the Effective Date, in accordance with the terms and methodology set forth in the Settlement Agreement.

16. It is hereby ordered that the Settlement Administrator shall distribute Individual Settlement Payments to the Settlement Class Members and Individual PAGA Payments to PAGA Members within seven (7) calendar days after Defendant funds the Gross Settlement Amount, according to the methodology and terms set forth in the Settlement Agreement.

17. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, be cancelled. The Settlement Administrator shall perform a skip-trace search on any checks that are returned as undeliverable within ninety (90) days of the initial

1 mailing, and perform a single re-mailing to any address located. The funds associated with such
2 cancelled checks will be transmitted to Legal Aid at Work.

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

8 19. Notice of entry of this Final Approval Order and Judgment shall be given to the
9 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s
10 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
11 Order and Judgment. Individualized notice is not required.

12 20. A Final Compliance Hearing shall be held before this Court on _____
13 at _____ a.m./p.m. in Department CX101 of the above-captioned Court, located at 751
14 W. Santa Ana Blvd., Santa Ana, California 92701, and Plaintiff shall file a Final Compliance
15 Report by _____ setting forth the status of all disbursements under the
16 Settlement.

17
18 Dated: _____

HONORABLE PETER J. WILSON
JUDGE OF THE SUPERIOR COURT