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LAW AND MOTION DEPT 53/54
SUPERIOR COURT
OF CALIFORNIA
SACRAMENTO COUNTY

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

SEAN HAMMOND and JESUS
VALDOVINOS, individually, on behalf of
other members of the general public similarly
situated, and on behalf of aggrieved employees
pursuant to the Private Attorneys General Act
("PAGA");

Plaintiffs,

v.

PAUL DURHAM ELECTRIC, INC. f/k/a
HAROLD E. NUTTER & SON, INC., a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 34-2020-00291142-CU-OE-GDS

Assigned for All Purposes to:
Honorable Lauri A. Damrell
Department 28

CLASS ACTION

**CEK
~~PROPOSED~~ ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: July 13, 2022
Hearing Time: 9:00 a.m.
Hearing Place: Department 28 **54**

Complaint Filed: December 22, 2020
FAC Filed: November 10, 2021
Trial Date: None Set

1 The Court, having read the papers filed regarding Edianett Valdovinos' and Sean
2 Hammond's ("Plaintiffs") Motion for Final Approval of Class Action Settlement, Attorneys'
3 Fees and Costs, and Class Representative Enhancement Payments, and after considering the
4 papers submitted in support of the motion, including the Joint Stipulation of Class Action
5 Settlement and Release ("Settlement Agreement," "Settlement," or "Agreement"), hereby
6 FINDS AND ORDERS as follows:

7 Plaintiffs and Defendant Paul Durham Electric, Inc. f/k/a Harold E. Nutter & Son, Inc.
8 ("Defendant") entered a Settlement Agreement on or about December 28, 2021 to settle this
9 matter.

10 The Court entered an Order dated March 3, 2022 preliminarily approving the settlement
11 of this class action lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil
12 Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to Class
13 Members, scheduling a Fairness Hearing for July 13, 2022, and providing Class Members with
14 an opportunity to object to the Settlement, exclude themselves from the Class, or submit a Claim
15 Form.

16 The Court held a Fairness Hearing on July 13, 2022.

17 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
18 ("Order and Judgment") incorporates the Agreement. Unless otherwise provided herein, all
19 capitalized terms in this Order and Judgment shall have the same meaning as set forth in the
20 Agreement.

21 2. Jurisdiction. Because adequate notice has been disseminated, and all Class
22 Members have been given the opportunity to request exclusion from the Class, the Court has
23 personal jurisdiction with respect to the claims of all Class Members. The Court also has subject
24 matter jurisdiction over this class action, including jurisdiction to approve the Settlement, grant
25 final certification of the Class, and dismiss the class action.

26 3. Final Class Certification. The Court finds the Class satisfies all applicable
27 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
28 process. Accordingly, the Court certifies a Class consisting of all current and former hourly-paid

1 or non-exempt employees of Defendant within the State of California at any time during the
2 period from June 26, 2016 to November 25, 2021 ("Class," "Class Members," and "Class
3 Period"). There are currently thirteen (13) Class Members who submitted timely and valid Claim
4 Forms for participation in the Class Action Settlement ("Claimants").

5 4. Adequacy of Representation. As Class Counsel, Douglas Han and Shunt Tatavos-
6 Gharajeh of the Justice Law Corporation have fully and adequately represented the Class for
7 purposes of entering and implementing the Settlement and have satisfied the requirements of
8 Code of Civil Procedure section 382.

9 5. Notice Packet. The Court finds the Notice of Class Action Settlement and Claim
10 Form (collectively, known as the "Notice Packet") and its distribution to Class Members have
11 been implemented pursuant to the Agreement and this Court's Preliminary Approval Order and
12 that it:

13 a. constitute notice reasonably calculated to apprise Class Members of: (i)
14 the pendency of the class action; (ii) the material terms and provisions of the Settlement and
15 their rights; (iii) their right to object to any aspect of the proposed Settlement (including final
16 certification of the Class, the fairness, reasonableness and adequacy of the Settlement, the
17 adequacy of the Class's representation by Plaintiffs and Class Counsel, and/or the award of
18 Plaintiffs' Class Representative Enhancement Payments and Attorneys' Fees and Costs); (iv)
19 their right to exclude themselves; (v) their right to claim an Individual Settlement Payment by
20 submitting Claim Forms; (vi) their right to appear at the Settlement Fairness Hearing; and (vii)
21 the binding effect of the orders and judgment, whether favorable or unfavorable, on all Class
22 Member who do not affirmatively opt-out of the Settlement by submitting a timely and valid
23 Request for Exclusion ("Settlement Class Members");

24 b. constitute notice that fully satisfied the requirements of Code of Civil
25 Procedure section 382, California Rule of Court 3.769, and due process;

26 c. constitute the best practicable notice to Class Members under the
27 circumstances of the class action; and

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1 d. constitute notice reasonable, adequate, and sufficient to all Class
2 Members.

3 6. Final Settlement Approval. The terms and provisions of the Settlement have been
4 entered in good faith and are the product of arm's-length negotiations by experienced counsel
5 who have done a meaningful investigation of the claims in the dispute. The Settlement and all its
6 terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the best
7 interests of the Parties. The Parties are directed to implement the Settlement according to its
8 terms and provisions.

9 7. Binding Effect. The terms and provisions of the Settlement Agreement and this
10 Order and Judgment are binding on the Settlement Class Members, as well as their heirs,
11 executors and administrators, successors, and assigns, and those terms shall have res judicata and
12 other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained
13 by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings
14 involve matters that were or could have been raised in the class action and are encompassed by
15 the release of the Settlement Class Members' Released Claims as set forth in the Settlement
16 Agreement. The Settlement Agreement will have no binding effect upon, and provide no res
17 judicata preclusion to, those Class Members who have submitted Requests for Exclusion.

18 8. Released Claims by Class Members. Upon the Effective Date, Plaintiffs, and all
19 Class Members who have not submitted valid and timely Requests for Exclusion, will be deemed
20 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged
21 with respect to all the Released Parties all Released Claims for any period during the Released
22 Claims Period.

23 a. General Release by Class Representatives. As a condition of the class action
24 settlement, Plaintiffs, as the Class Representatives, shall provide a separate
25 general release with respect to the Released Parties. Pursuant to the terms of the
26 Settlement Plaintiffs expressly waive and relinquish any rights or benefits
27 available to them under the provisions of section 1542 of the Civil Code.

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1 b. Released Parties. The Released Parties include Defendant, and its former and
2 present parents, subsidiaries, and affiliates, and their current and former officers,
3 directors, owners, employees, partners, shareholders and agents, and the
4 predecessors and successors, assigns, and legal representatives of all such entities
5 and individuals, as well as any entities with whom Defendant could share a Joint
6 Employer relationship under any legal theory.

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

9 10. Class Representative Enhancement Payments. The Court finds the Class
10 Representative Enhancement Payments of \$10,000, to be paid by Defendant to each Plaintiff out
11 of the Maximum Settlement Amount, to be reasonable and appropriate. The Class Representative
12 Enhancement Payments are to be paid pursuant to the terms and provisions set forth in the
13 Agreement.

14 a. The rationale for making enhancement payments is the class representatives
15 should be compensated for the expense and risk they have incurred in conferring a
16 benefit on other class members. Such enhancement payments are appropriate if
17 they are necessary to induce individuals to participate in the suit. Criteria courts
18 may consider include: (1) the risk to the class representatives in commencing suit,
19 both financial and otherwise; (2) the notoriety and personal difficulties
20 encountered by the class representatives; (3) the amount of time and effort spent
21 by the class representatives; (4) the duration of the litigation; and (5) personal
22 benefit (or lack thereof) enjoyed by class representatives.

23 b. The Court has reviewed the Plaintiffs' declarations outlining their involvement in
24 the case. Given the risks inherent in their services as Class Representatives, the
25 duration of the case and time involved, and the benefits created for the Class, the
26 Court approves Class Representative Enhancement Payments of \$10,000 to be
27 paid to each Plaintiff.

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1 11. Attorneys' Fees and Costs. The Court finds an award of attorneys' fees of
2 \$85,500, to be paid out of the Maximum Settlement Amount by Defendant to Class Counsel, to
3 be reasonable and appropriate. The Court further finds an award of actual litigation costs of
4 \$15,785.95, to be paid by Defendant to Class Counsel out of the Maximum Settlement Amount,
5 to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and
6 provisions set forth in the Settlement. Defendant shall not be required to pay for any other
7 attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other
8 counsel representing Plaintiffs or Class Members. Defendant shall also not be required to pay for
9 any other attorneys' fees and expenses, costs, or disbursements incurred by Plaintiffs or Class
10 Members in connection with or related in any manner to the class action, the Settlement, the
11 administration of the Settlement, and/or the Settlement Class Members' Released Claims.

12 a. The Court has an independent right and responsibility to review the requested
13 attorneys' fees and only award so much as it determines reasonable. (See
14 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
15 127-28.) The attorneys' fees requested by Class Counsel of \$85,500 is thirty-eight
16 percent (38%) of the common fund created for the benefit of the Class Members
17 and is supported by use of the percentage-fee method. (See *Laffitte v. Robert Half*
18 *International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the excellent results
19 achieved for the Class, the financial risk taken by Class Counsel, the novel and
20 difficult nature of this litigation, the skill required to deal with these issues,
21 percentage fees award in other cases, and the contingent fees charged in private
22 marketplace, the Court finds the request for the attorneys' fees is with the legal
23 marketplace, is reasonable, and is approved.

24 b. The Court has reviewed the declaration of Douglas Han regarding the costs
25 expended in the prosecution of this litigation. Under the terms of the Settlement,
26 Plaintiffs may seek reimbursement of up to \$25,000 in litigation costs. As stated
27 above, the Court finds Plaintiffs have expended \$15,785.95 in litigation costs and
28 that such costs were reasonable. Thus, the Court approves the payment of

attorneys' costs of \$15,785.95 for the reimbursement of the costs and expenses incurred by Class Counsel.

12. Claims Administration Costs. The Court finds the Claims Administration Costs of \$3,500, to be paid by Defendant to the Claims Administrator out of the Maximum Settlement Amount, to be reasonable and appropriate. The Claims Administration Costs are to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

a. The Court has reviewed the declaration of Evelin Reyes from Simpluris, Inc. ("Simpluris"), the Court-approved Claims Administrator. The Court finds notice was provided to the Class pursuant to the Preliminary Approval Order, the notice constitutes the best practicable notice to the Class, and the notice satisfied due process. Simpluris has discharged its duties to provide notice to the Class. Thus, the Court approves a payment for Claims Administration Costs of \$3,500 for Simpluris' services in administering this settlement.

13. PAGA Payment. The Court finds the Private Attorneys General Act of 2004 ("PAGA") Payment of \$10,000, seventy-five percent (75%) of which (\$7,500) will be paid by Defendant to the California Labor and Workforce Development Agency out of the Maximum Settlement Amount and twenty-five percent (25%) of which (\$2,500) will be distributed, pro rata, based on weeks worked to all PAGA Aggrieved Employees, to be reasonable and appropriate. The PAGA Payment is to be paid pursuant to the terms and provisions set forth in the Agreement.

14. Funding of the Settlement. Within three (3) business days after the Final Approval of the Settlement, the Claims Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement. Defendant will deposit all Court-approved costs, fees, and payments, and claim amounts from the Maximum Settlement Amount into a Qualified Settlement Fund ("QSF") account to be established by the Claims Administrator within fifteen (15) business days of the Effective Date. Within three (3) business days of the Court granting final approval, the Claims Administrator will calculate all payments due. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail

1 to the respective Claimant's last known mailing address within fourteen (14) calendar days after
2 Defendant deposits all Court-approved and claim amounts from the Maximum Settlement
3 Amount into a QSF.

4 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
5 Settlement is entitled to a presumption of fairness. In their moving papers, Plaintiffs contend the
6 proposed Settlement was the product of arm's-length negotiations following extensive litigation,
7 discovery, and exchange of documentation relating to Plaintiffs' claims. The negotiations were
8 facilitated with the assistance of mediator Paul Grossman, an experienced and well-respected
9 class action mediator.

10 a. With respect to the benefit to the Class Members, Plaintiffs' moving papers
11 indicate the *average* Individual Settlement Payment will be approximately
12 \$979.88, and the *highest* Individual Settlement Share will be about \$2,045.67.

13 b. There were also no Notices of Objection to and no Requests for Exclusions from
14 the Settlement. This is further proof of the fairness of the Settlement.

15 16. Uncashed Checks. Any checks issued by the Claims Administrator to Claimants
16 will be negotiable for at least one hundred twenty (120) calendar days. Those funds represented
17 by settlement checks returned as undeliverable and those settlement checks remaining uncashed
18 for more than one hundred twenty (120) calendar days after issuance will be sent to the
19 California State Controller's Unclaimed Property Fund.

20 17. Modification of Settlement Agreement. The Settlement Class Members are
21 hereby authorized, upon approval of the Court, to agree to and adopt amendments to or
22 modifications of the Settlement Agreement, by a written instrument signed by the named Parties
23 and counsel for all Parties or their successors-in-interest. Such amendments or modifications
24 shall be consistent with this Order and Judgment and cannot limit the rights of Settlement Class
25 Members under the Settlement.

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states compliance re: compliance with settlement
54 1/16/2023

18. Final Accounting and Compliance. The Court sets a ~~final accounting and~~ compliance date for 1-24-2023 at 9:00 a.m./p.m. in Department ~~28~~. No later than five (5) ~~court days before the final accounting and compliance date,~~ Plaintiffs will file a declaration regarding compliance.

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 Agreement and resolving any disputes, claims, or causes of action in the class action that, in whole or in part, are related to or arise out of the Settlement Agreement or this Order and Judgment;
- b. entering such additional orders as may be necessary or appropriate to protect or effectuate this Order and Judgment approving the Agreement, and permanently enjoining Plaintiffs from initiating or pursuing related proceedings, or to ensure the fair and orderly administration of the Agreement; and
- c. entering any other necessary or appropriate orders to protect and effectuate this Court's retention of continuing jurisdiction.

For the reasons set forth above, the Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement Payments is GRANTED. The Claims Administrator is directed to carry out the terms of the Settlement Agreement forthwith.

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2 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
3 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
4 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
5 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
6 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
7 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
8 THE JUDGMENT THEREON.

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10 IT IS SO ORDERED.

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12 DATED: JUL 21 2022



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14 HONORABLE LAURIA A. DAMRELL
15 SUPERIOR COURT JUDGE

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17 CHRISTOPHER E. KRUEGER
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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 Ave., Ste. 101 Pasadena, California 91103. My electronic service address is manderson@justicelawcorp.com

On July 21, 2022, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Hammond, et al. v. Paul Durham Electric, Inc. f/k/a Harold E. Nutter & Son, Inc.**
LWDA/Court Case No.: **LWDA-CM-849588-21**
34-2020-00291142-CU-OE-GDS
Sacramento 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 21, 2022, at Pasadena, California.



Mariah Anderson