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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

JORDAN CASE, JONELL MURPHY, and
MARK FAJARDO, individually, and on behalf
of all others similarly situated, and on behalf of
the State of California and other aggrieved
persons, and DAVID GALVAN, individually,
on behalf of all others similarly situated,

Plaintiffs,

v.

PINNACLE PIPELINE INSPECTION, INC., a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 21CV389608

CLASS & REPRESENTATIVE ACTION

*[Assigned for all purposes to Hon. Charles F.
Adams, Dept. 7]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: January 9, 2025
Time: 1:30 p.m.
Dept.: 7

Complaint filed: October 29, 2021
FAC filed: October 11, 2023
Trial date: Not set

1 On or around July 24, 2024, this Court issued an Order Granting Preliminary Approval of
2 Class Action Settlement. Plaintiffs Jordan Case, Jonell Murphy, Mark Fajardo, and David Galvan
3 (collectively, “Plaintiffs”) now seek an order granting final approval of the Class Action and PAGA
4 Settlement Agreement and Class Notice (the “Settlement Agreement”). The Settlement Agreement
5 is attached to the Declaration of Benjamin H. Haber in Support of Plaintiffs’ Motion for Final
6 Approval of Class Action Settlement as **Exhibit 1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and
8 considered the Settlement, Plaintiffs’ Notice of Motion and Motion for Final Approval of Class
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
10 had herein, and the absence of any written objections received regarding the proposed settlement,
11 and having reviewed the record in this action, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
16 Settlement Class Members, and Defendant Pinnacle Pipeline Inspection, Inc. (“Defendant”).

17 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
18 reasonable and therefore meets the requirements for final approval. The Court grants final approval
19 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
20 Agreement attached to the Declaration of Benjamin H. Haber in Support of Plaintiffs’ Motion for
21 Final Approval of Class Action Settlement as **Exhibit 1**.

22 4. The Court finds that the Settlement appears to have been made and entered into in
23 good faith and hereby approves the settlement subject to the limitations on the requested fees and
24 enhancements as set forth below.

25 5. Plaintiffs and all Participating Class Members shall have, by operation of this Final
26 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
27 from all Released Claims as defined in the Settlement.

28 6. The Class Period is the period from October 29, 2017 to September 30, 2023.

1 7. The PAGA Period is the period from November 24, 2020 to September 20, 2023.

2 8. Plaintiffs, PAGA Members and Class Members will release Defendant and all of its
3 present and former parent companies, subsidiaries, affiliates, shareholders, officers, directors,
4 employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns
5 (collectively the “Released Parties”) from those claims alleged in all versions of the complaints
6 filed in the Class Action Lawsuit, as well as any and all claims, debts, liabilities, demands,
7 obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or cause of action,
8 whether known or unknown, contingent or accrued, under any legal theory under federal and state
9 law that were or reasonably could have been brought based on the facts alleged in any version of
10 the complaints filed in the Class Action Lawsuit and/or the PAGA Action Lawsuit, regardless of
11 the theory of recovery, including: claims under California Labor Code sections 201, 202, 203, 204,
12 206, 210, 218, 218.5, 221, 226, 226.7, 510, 511, 512, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1,
13 1198, 1198.5, 2800, 2802; the California IWC Wage Orders; the Fair Labor Standards Act (29
14 U.S.C. Section 201, et seq.); and California Business and Professions Code section 17200, et seq.
15 (the “Released Class Claims”). Class Members shall further agree to waive their right to pursue
16 individual lawsuits as to any of the Released Class Claims against the Released Parties to the extent
17 such Released Class Claims accrued during the Class Period. Additionally, Plaintiffs, on behalf
18 of the State of California and the PAGA Members, will release Defendant and the Released Parties
19 from any and all PAGA Claims or causes of action which occurred during the PAGA Period that
20 were or reasonably could have been brought based on the facts alleged in any version of the
21 complaint filed in the Class Action Lawsuit and/pr the PAGA Action Lawsuit, and in the LWDA
22 Letter submitted to the LWDA by Plaintiffs’ JORDAN CASE, JONELL MURPHY, and MARK
23 FAJARDO, regardless of theory of recovery, including but not limited to, any alleged violations
24 of or relief under California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510,
25 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, 2699, and the applicable
26 provisions of the applicable IWC Wage Orders. Neither the long form agreement nor any amounts
27 paid to Plaintiffs, Class Members, or any PAGA Member, under this Agreement will modify any
28 previously credited hours or services under any employee benefit plan, policy, or bonus program

1 sponsored by Defendant. The release as to the State of California and Aggrieved Employees only
2 covers claims that arise under the Private Attorneys General Act, and does not cover an Aggrieved
3 Employee's individual Labor Code claims. The release expressly excludes claims for vested
4 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
5 compensation, class claims, and PAGA claims outside of the PAGA Period.

6 9. As of the Effective Date, all members of the Settlement Class, except those that made
7 a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release,
8 discharge, and promise never to assert in any forum or otherwise make a claim against any of the
9 Released Parties for any of the Released Claims arising during the Settlement Period. No Class
10 Member has excluded themselves from the Settlement and no Class Member has objected to the
11 Settlement.

12 10. The Parties shall bear their own respective attorneys' fees and costs, except as
13 otherwise provided for in the Settlement and approved by the Court.

14 11. Solely for purposes of effectuating the settlement, the Court finally certified the
15 following Class, all persons who worked for any Defendant in California as an hourly-paid or non-
16 exempt employee at any time during the relevant Class Period.

17 12. No Class Members have objected to the terms of the Settlement.

18 13. The Notice provided to the Class conforms with the requirements of California Rules
19 of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by
20 providing individual notice to all Class Members who could be identified through reasonable effort,
21 and by providing due and adequate notice of the proceedings and of the matters set forth therein to
22 the Class Members. The Notice fully satisfies the requirements of due process.

23 14. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
24 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
25 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
26 Payments to the Participating Class Members in accordance with the terms of the Settlement.

27 15. Defendants shall pay a total of \$295,000.00 to resolve this litigation and to separately
28 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

16. From the Gross Settlement Amount, \$7,500.00 shall be paid to the California Labor and Workforce Development Agency, representing 75% of the penalties awarded under the terms of the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*

17. From the Gross Settlement Amount, \$10,000.00 (\$40,000.00 total) shall be paid to each Plaintiff for their service as class representatives and for their agreement to release claims.

18. From the Gross Settlement Amount, \$4,995.00 shall be paid to the Settlement Administrator, ILYM Group, Inc. (“ILYM”).

19. The Court hereby confirms Benjamin H. Haber and Arrash T. Fattahi of Wilshire Law Firm, PLC as Class Counsel.

20. From the Gross Settlement Amount, Class Counsel is awarded \$98,333.33 for their reasonable attorneys' fees and \$14,680.67 for their reasonable costs incurred in the Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided to the Class.

21. Notice of entry of this Final Approval Order and Judgment shall be given to Class Members by posting a copy of the Final Approval Order and the Judgment on ILYM's website for a period of at least forty-five (45) calendar days after the date of entry of this Final Approval Order and Judgment.

22. Without affecting the finality of this Order in any way, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this action, and their counsel of record.

23. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

IT IS SO ORDERED.

DATE:

Hon. Charles F. Adams
Santa Clara County Superior Court

Jordan Case, et al. v. Pinnacle Pipeline Inspection Inc., et al.
21CV389608

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On December 16, 2024, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

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Attorneys for Defendant

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed this **December 16, 2024** at Los Angeles, California.

Rebecca Padilla
Type or Print Name


Signature