

LAW OFFICE OF SCOTT ERNEST WHEELER

Scott Ernest Wheeler (SBN 187998)
Justin A. Wheeler (SBN 342226)
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com
jaw@scottwheelerlawoffice.com

*Attorney for Plaintiff and on behalf of all others
similarly situated*

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 28 2024

E. Escobedo

SG

AUG 29 2024

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE – HISTORIC COURT HOUSE**

CHRISTOPHER ORAVETZ,
individually, and on behalf of all others
similarly situated,

Plaintiff,

v.

TNT BLANCHARD GENERAL
ENGINEERING, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CVRI2201326

[Assigned for all purposes to the Honorable
Harold W. Hopp, Dept. 1]

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

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

2 On April 4, 2024, this Court issued an order granting preliminary approval of the
3 proposed class action settlement between Christopher Oravetz, on behalf of himself and the Class
4 (“Plaintiff”) and TNT Blanchard General Engineering (“Defendant”). Plaintiff now seeks an
5 order granting final approval of the Class Action Settlement Agreement and Release and exhibits
6 attached thereto (“Settlement Agreement”), attached to the Declaration of Scott Ernest Wheeler
7 In Support of the Motion for Preliminary Approval of Class and PAGA Settlement Filed on
8 December 20, 2023.

9
10 The Court preliminarily approved that this litigation could be maintained as a class action
11 for settlement purposes and, therefore, it conditionally certified the following Class (the “Class”
12 or “Settlement Class”) for settlement purposes:

13 All hourly employees who worked for Defendant in California at any time
14 from March 30, 2018 through August 31, 2023.

15 The Class Period is from March 30, 2018 through August 31, 2023.
16 (Class Action And PAGA Settlement Agreement and Release, paragraphs 2 and 8).

17 The court conditionally certifies for settlement purposes the portion of this settlement
18 regarding the Private Attorneys General Act (“PAGA Aggrieved Employees):

19 All hourly employees who worked for Defendant in California at any time
20 from January 24, 2021 through August 31, 2023.

21 The PAGA Period means the time from January 24, 2021 through August 31, 2023.
22 (Class Action And PAGA Settlement Agreement and Release, paragraph 24).

23 The Court appointed, for settlement purposes, the Law Offices of Scott E. Wheeler as
24 Class Counsel, Plaintiff as representative for the Class and Phoenix Settlement Administrators as
25 the Settlement Administrator.
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1 The Court further directed the Parties to provide notice to the Class, which informed Class
2 Members of: (a) the proposed Settlement and the Settlement's key terms; (b) the date, time, and
3 location of the Final Approval Hearing; (c) the right of any Class Member to object to the
4 proposed Settlement, and an explanation of the procedures to exercise that right; (d) the right of
5 any Class Member to exclude themselves from the proposed Settlement, and an explanation of
6 the procedures to exercise that right; and (e) an explanation of the procedures for Class Members
7 to participate in the proposed Settlement.
8

9 Thereafter, Plaintiff filed an unopposed Motion for Final Approval of Class Action
10 Settlement ("Motion for Final Approval") and supporting documents. The Court, upon Notice
11 having been given in full compliance with the Preliminary Approval Order, and having
12 considered the proposed Settlement, as well as all papers filed in support of the Motion for Final
13 Approval, hereby **ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**
14

15 1. This Court has jurisdiction over the subject matter of the action and over all Parties
16 to the action, including all members of the Settlement Class.

17 2. The Settlement is in all respects fair, reasonable, and adequate, and it is hereby
18 approved.

19 3. The Settlement Class, defined as: "All hourly employees who worked at any time
20 for Defendant in the state of California from March 30, 2018 through August 31, 2023" is
21 certified as a Class for settlement purposes.
22

23 4. The portion of the settlement regarding the Private Attorneys General Act
24 ("PAGA Aggrieved Employees), defined as: "All hourly employees employed by Defendant in
25 California at any time from January 24, 2021 through August 31, 2023" is approved for
26 settlement purposes.

27 5. The Notice provided to the Settlement Class conforms with the requirements of
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1 California Code of Civil Procedure section 382, California Civil Code section 1781, California
2 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
3 applicable law, and constitutes the best notice practicable under the circumstances, by providing
4 individual notice to all Class Members who could be identified through reasonable effort, and by
5 providing due and adequate notice of the proceedings and of the matters set forth therein to the
6 other Class Members. The Notice fully satisfied the requirements of due process.
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8 6. The Court finds the Settlement was entered into in good faith, that the Settlement
9 is fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.
13

14 7. As set forth in the Declaration of Jodey Lawrence of Phoenix Settlement
15 Administrators In Support Of Motion for Final Approval Of Class Action Settlement, no Class
16 Members have objected to the Settlement, and four (4) Class Members timely submitted a
17 Request for Exclusion, each of whom are listed in the table below:

Aubrey A. Hobson	Wendell Jackson	Christine Osborne	Ron Stiff
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18
19 These four (4) Class Members are excluded from the Settlement and this Final Approval Order and
20 Judgment.
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22 8. Upon entry of this Order, compensation to the participating members of the
23 Settlement Class shall be effected pursuant to the terms of the Settlement Agreement, Amended
24 Settlement Agreement and Addendum.

25 9. All envelopes transmitting settlement distribution to Settlement Class Members
26 shall bear the notation, **"YOUR CLASS ACTION SETTLEMENT CHECK IS**
27 **ENCLOSED."**

28 10. As set forth in the Settlement Agreement, all settlement checks shall be negotiable

1 for one hundred and eighty (180) days from the date of mailing.

2 11. Phoenix Settlement Administrators shall mail a reminder postcard to any Class
3 Member whose settlement distribution check has not been negotiated within sixty (60) days after
4 the date of mailing.

5 12. If and Class Member who is a current employee of Defendant and the distribution
6 mailed to that Class Member is returned to Phoenix Settlement Administrators as being
7 undeliverable, and Phoenix Settlement Administrators is unable to locate a valid mailing address,
8 Phoenix Settlement Administrators shall arrange with Defendant to have distribution delivered to
9 any currently employed Class Member at their place of employment.

10 13. If a settlement check is not cashed, deposited, or otherwise negotiated within the
11 one hundred and eighty (180) day deadline by a Class Member, the check will be voided, and the
12 funds associated with any such voided checks shall be distributed in the name of the Class
13 Member to the State of California Controller's Unclaimed Property division.

14 14. In addition to any recovery that Plaintiff may receive as Settlement Class Member
15 under the Settlement, and in recognition of Plaintiff's efforts on behalf of the Settlement Class,
16 the Court hereby approves the payment of a class representative enhancement award to Plaintiff
17 Christopher Oravetz in the amount of \$5,000 for his services as class representative, and
18 Defendant shall cause this sum to be paid to Plaintiff in accordance with the terms of the
19 Settlement Agreement, Amended Settlement Agreement and Addendum.

20 15. The Court finds that Class Counsel's requested attorneys' fees in the amount of
21 \$29,000 are reasonable and are hereby approved by the Court.

22 16. The Court finds that the requested attorneys' fees are reasonable under the
23 percentage of the fund method. *See Laffitte v. Robert Half Internat, Inc.* (2016) 1 Cal.5th 480,
24 503. Specifically, the Gross Settlement Amount of \$100,000 represents a true common fund, as
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1 there is no claims process and no money under the Settlement will revert to Defendant. The Court
2 finds that twenty-nine percent of the common fund, or \$29,000, is fair, reasonable and
3 appropriate. The Court has also reviewed the Declaration of Scott E. Wheeler and finds that Class
4 Counsel has incurred a lodestar of \$83,160. The Court finds that the hours Class Counsel
5 dedicated to litigating this case, and their requested hourly rates, are fair, reasonable and
6 appropriate. Thus, the requested attorney's fees of \$29,000 are also reasonable under the lodestar
7 method.
8

9 17. The Court approves the payment of attorney's fees to Class Counsel in the amount
10 of \$29,000 and reimbursement of reasonable litigation expenses in the amount of \$6,998.57 to the
11 Law Office of Scott Ernest Wheeler, and Defendant shall cause these sums to be paid to Class
12 Counsel in accordance with the terms of the Settlement Agreement, Amended Settlement
13 Agreement and Addendum.
14

15 18. The Court approves the payment of actual settlement administration costs in the
16 amount of \$8,000 to Phoenix Settlement Administrators, Inc., and Defendant shall cause this sum
17 to be paid to Phoenix Settlement Administrators, Inc., in accordance with the terms of the
18 Settlement Agreement.
19

20 19. The Court approves and orders payment in the amount of \$15,000 (which
21 represents 75% of the \$20,000 allocated for the PAGA payment) to the California Labor and
22 Workforce Development Agency, and \$5,000 to the aggrieved employees (which represents 25%
23 of the \$20,000 allocated for the PAGA payment) which represents a fair and equitable sum for
24 resolution of claims raised pursuant to California Labor Code section 2698 *et seq.*, and Defendant
25 shall cause this sum to be paid to the LWDA and aggrieved employees in accordance with the
26 terms of the Settlement Agreement, Amended Settlement Agreement and Addendum.
27

28 20. The Gross Settlement Fund, the Net Settlement Fund, and the methodology used

1 to calculate and pay each Settlement Class Member's individual settlement payment are fair and
2 reasonable, and the Court authorizes the Settlement Administrator to issue individual settlement
3 payments to each Settlement Class Member in accordance with the terms of the Settlement
4 Agreement, Amended Settlement Agreement and Addendum.

5
6 21. Upon the Effective Date, Plaintiff and all members of the Settlement Class, shall
7 have, by operation of this Order and Judgment, fully, finally, and forever released, relinquished,
8 and discharged Defendants from all Released Claims as defined by the terms of the Settlement
9 Agreement, Amended Settlement Agreement and Addendum.

10 22. Judgment in this matter is entered in accordance with the terms of the Settlement
11 Agreement, the Court's Preliminary Approval Order, and this Final Approval Order against
12 Defendant in favor of Plaintiff and the Settlement Class. This Judgment is intended to be a final
13 disposition of the above captioned action in its entirety and is intended to be immediately
14 appealable.
15

16 23. This Court shall retain jurisdiction with respect to all matters related to the
17 administration and consummation of the Settlement, to enforce the terms of the judgment, and
18 any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit,
19 including but not limited to all matters related to the Settlement and the determination of all
20 controversies relating thereto.
21

22 24. Class Counsel shall file a Notice of Entry of Order and Judgment Granting Final
23 Approval, and provide the same to Phoenix Settlement Administrators, Inc., who shall post the
24 Order and Judgment on its website within seven (7) calendar days after entry of the Order and
25 Judgment. Phoenix Settlement Administrators, Inc. shall post a copy of this signed judgment for
26 one hundred and eighty (180) calendar days on its website in compliance with Rule 3.771(b) of
27 the California Rules of Court in order to provide notice to the Class Members of this Order and
28

Judgment. Phoenix Settlement Administrators, Inc. shall also provide a mailed copy of the Notice of Entry of Order and Judgment to Class Members.

25. The Notice of Entry of Judgment shall state the following:

**"TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:
PLEASE TAKE NOTICE** that on September 16, 2024, the Honorable Harold W. Hopp, in Department 1 of the Riverside County Superior Court, granted final approval of the class action settlement in this action and issued Judgment. Attached hereto as Exhibit A is a true and correct copy of the Judgment."

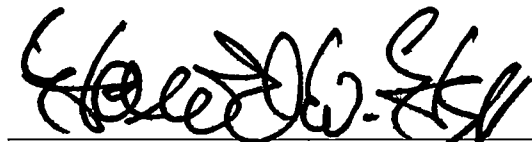
26. A Final Report (Nonappearance) Hearing regarding compliance with the terms of the Settlement is set for August 28, 2025 at 8:30 a.m. / p.m. in Department 1. A report from Phoenix Settlement Administrators, Inc. regarding distribution of the Settlement funds shall be filed seven (7) court days before the non-appearance hearing. The report shall be in the form of a declaration with personal knowledge of the facts and to describe: (i) the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the disposition of those unclaimed funds.

27. Plaintiff's Motion for Final Approval is hereby granted and the Court directs that a judgment shall be entered in accordance with the terms of this Order.

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

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED: August 27,
2024


HONORABLE HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT