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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

FRANCIS COQUILLETTE, an
individual, on behalf of himself and on
behalf of all persons similarly situated,
and on behalf of the State of California, as
a private attorney general,

Plaintiffs,

vs.

LOCATION SERVICES, LLC, a Limited
Liability Company; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: **37-2022-00019868-CU-OE-CTL**

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: January 24, 2025

Hearing Time: 1:30 p.m.

Judge: Hon. Katherine A. Bacal

Dept.: C-63

Action Filed: May 25, 2022

Trial Date: August 30, 2024

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on January 24, 2025, the Court entered the
3 Final Approval Order and Judgment in the above entitled action. A true and correct copy of the
4 Final Approval Order and Judgment is attached hereto as Exhibit #1.

5 Respectfully submitted,

6
7 Dated: February 3, 2025

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

8 By: /s/ Kyle Nordrehaug
9 Kyle R. Nordrehaug
10 Attorneys for Plaintiff
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1 PROOF OF SERVICE

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am
4 over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La
5 Jolla, California 92037.

6 On February 3, 2025, I served the document(s) described as:

7 **1. Notice of Entry of Judgment**

8 X (BY ELECTRONIC SERVICE): Pursuant to CCP §1010.6, I provided the documents
9 referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the
10 following confirmed e-mail address(es):

11 Jeff Michalowski
12 Kevin Hambly
13 Quarles & Brady LLP
14 101 West Broadway, Ninth Floor
15 San Diego, California 92101
16 Tel: 619-237-5200
17 Fax: 619-615-0700
18 Email: Jeff.Michalowski@quarles.com; Kevin.Hambly@quarles.com

16 Steven L. Vanderporten
17 Steven L. Brenneman
18 Fox Swibel Levin & Carroll LLP
19 200 W. Madison Street
20 Suite 3000
21 Chicago, IL 60606
22 Tel: (312) 224-1218
23 Fax: (312) 224-1201
24 Email: svanderporten@foxswibel.com; sbrenneman@foxswibel.com
25 Attorneys for Defendant

21 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the
22 Labor Workforce Development Agency via online process at the PAGA Filing website in
23 accordance with the procedure imposed by the LWDA.

24 X (State): I declare under penalty of perjury under the laws of the State of California that the
25 above is true and correct.

26 Executed on February 3, 2025, at La Jolla, California.

27 By: /s/ Kyle Nordrehaug
28 Kyle R. Nordrehaug, Esq.

EXHIBIT #1

JAN 24 2025

Clerk of the Superior Court
By: A. Yim, Deputy

**BLUMENTHAL NORDREHAUG BHOWMIK
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Website: www.bamlawca.com

Attorneys for Plaintiff

JAN 24 '25 PM 2:30

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

FRANCIS COQUILLETTE, an individual, on
behalf of himself and on behalf of all persons
similarly situated, and on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

LOCATION SERVICES, LLC, a Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 37-2022-00019868-CU-OE-CTL

~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT

Hearing Date: January 24, 2025
Hearing Time: 1:30 p.m.

Judge: Hon. Katherine Bacal
Dept.: 63

Date Action Filed: May 25, 2022
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiff Francis Coquillette ("Plaintiff") for an order finally approving the
2 Class Action and PAGA Settlement Agreement ("Agreement") with Defendant Location Services,
3 Inc. ("Defendant") and for an award of attorneys' fees and costs, service payments, and the fees of
4 the Administrator duly came on for hearing on January 24, 2025 before the Honorable Katherine
5 Bacal.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of San Diego, and over all Parties to this litigation,
13 including the Class.

14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Four Hundred Thousand
16 Dollars (\$400,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.

17 4. The Court further finds that the Settlement was the result of arm's length
18 negotiations conducted after Class Counsel had adequately investigated the claims and became
19 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
20 Settlement, the significant risks relating to certification, liability, and damages issues, and the
21 assistance of an experienced mediator in the settlement process, among other factors, support the
22 Court's conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

24 5. On August 23, 2024, the Court granted preliminary approval of the Settlement. At
25 this same time, the Court approved conditional certification of the Class for settlement purposes
26 only.

27 **Notice to the Class**

28 **FINAL APPROVAL ORDER AND JUDGMENT**

1 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
2 by first class mail to members of the Class at their last known addresses on or about October 18,
3 2024. Mailing of the Class Notice to their last known addresses was the best notice option under
4 the circumstances and was reasonably calculated to communicate actual notice of the litigation
5 and the proposed settlement to the Class. The Class Notice given to the Class Members fully and
6 accurately informed the Class Members of all material elements of the proposed Settlement and of
7 their opportunity to object to or comment thereon or to seek exclusion from the Settlement;
8 constituted valid, due, and sufficient notice to all Class Members; and complied fully with the
9 laws of the State of California, the United States Constitution, due process and other applicable
10 law. The Class Notice fairly and adequately described the Settlement and provided Class
11 Members adequate instructions and a variety of means to obtain additional information.

12 7. The Response Deadline for opting out of the Class or submitting written objections
13 to the Settlement was December 17, 2024, which was extended by 14 days for re-mailed Class
14 Notices. There was an adequate interval between mailing of the Class Notice and the response
15 deadline to permit Class Members to choose what to do and act on their decision. A full
16 opportunity has been afforded to the Participating Class Members to participate in this hearing,
17 and all Participating Class Members and other persons wishing to be heard have been heard. Class
18 Members also have had a full and fair opportunity to exclude themselves from the proposed
19 Settlement and Class. Accordingly, the Court determines that all Class Members who did not
20 timely and properly submit a request for exclusion are bound by the Settlement and this Final
21 Approval Order and Judgment.

22 **Fairness Of Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 parties during an all-day mediation before Jeff Krivis, a respected and experienced mediator of
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1 wage and hour class actions. There has been no collusion between the parties in reaching the
2 proposed settlement.

3 b. Plaintiff's investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. No requests for exclusion were received.

9 e. The participation rate was high. _____ Participating Class Members will
10 be mailed a settlement payment, representing 100% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$133,333 for attorneys' fees, representing one-third of the Gross
20 Settlement Amount, and \$17,218.46 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
23 and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$12,500 to the Plaintiff, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the amount of \$10,000 to the Plaintiff is reasonable in light of
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FINAL APPROVAL ORDER AND JUDGMENT

1 the risks and burdens undertaken by the Plaintiff in the litigation and for their time and effort in
2 bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Participating Class Members in the manner set forth in the Agreement, transmit payment for
6 attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payment to
7 the Plaintiff, distribute the PAGA Penalties, issue any required tax reporting forms, calculate
8 withholdings and perform the other remaining duties set forth in the Agreement. The
9 Administrator has documented \$16,980.00 in fees and expenses, and this amount is reasonable in
10 light of the work performed by the Administrator.

11 **PAGA Penalties**

12 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
13 of \$10,000, which shall be allocated with 75% (\$7,500) allocated to the LWDA PAGA Payment
14 and 25% (\$2,500) allocated to the Individual PAGA Payments to be distributed to the Aggrieved
15 Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
16 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500) by the total number
17 of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)
18 multiplying the result by each Aggrieved Employee's PAGA Pay Periods. The Aggrieved
19 Employees are all individuals who were employed by Defendant in California and classified as a
20 non-exempt employee at any time during the PAGA Period (July 13, 2021 through November 25,
21 2023). The Court finds the PAGA Penalties to be reasonable. All Aggrieved Employees will be
22 sent their share of the PAGA Penalties and will be subject to the release of the Released PAGA
23 Claims as set forth below, whether or not they opt out of the Settlement.

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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FINAL APPROVAL ORDER AND JUDGMENT

1 1. The certification of the Class for the purposes of settlement is confirmed. The
2 Class is defined as follows:

3 All individuals who are or previously were employed by Defendant in the State of
4 California on a non-exempt basis at any time during the Class Period (March 25,
2018 through November 25, 2023).

5 2. All persons who meet the foregoing definition are members of the Class, except for
6 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
7 no individuals who requested exclusion.

8 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
9 best interest of the Class. Defendant shall fund the Gross Settlement Amount and the amount
10 necessary to pay payroll taxes thereon in 36 monthly installments with the first payment starting
11 on June 7, 2024

12 4. Class Counsel are awarded attorneys' fees in the amount of \$133,333 and costs in
13 the amount of \$17,218.46. Class Counsel shall not seek or obtain any other compensation or
14 reimbursement from Defendant, Plaintiff or members of the Class.

15 5. The payment of the Class Representative Service Payment in the amount of
16 \$10,000 to the Plaintiff is approved.

17 6. The payment of \$16,980 to the Administrator for their fees and expenses is
18 approved.

19 7. The PAGA Penalties in the amount of \$10,000 are approved and shall be allocated
20 in accordance with the Agreement.

21 8. The Agreement and this Settlement are not an admission by Defendant, nor is this
22 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
23 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
24 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
25 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
26 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
27 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
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1 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
2 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
3 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
4 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
5 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
6 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
7 Released PAGA Claims.

8 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
9 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
10 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
11 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
12 to individual Class Members. Plaintiff shall serve this Final Approval Order and Judgment on the
13 LWDA.

14 10. If the Agreement does not become final and effective in accordance with the terms
15 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
16 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
17 revert to their respective positions as of before entering into the Agreement, and expressly reserve
18 their respective rights regarding the prosecution and defense of this Action, including all available
19 defenses and affirmative defenses, and arguments that any claim in the Action could not be
20 certified as a class action and/or managed as a representative action.

21
22 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

23 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
24 Plaintiff, and all members of the Class, shall take nothing in the Action.

25 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
26 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any

1 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
2 arising from or in connection with the distribution of settlement benefits.

3 3. The Parties are authorized to agree to and to adopt such amendments, modifications
4 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
5 Final Approval Order and Judgment and as approved by the Court.

6 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
7 provided in the Agreement and in this Final Approval Order and Judgment.

8 5. As of the Effective Date and upon full funding of the Gross Settlement Amount by
9 Defendant, Participating Class Members, on behalf of themselves and their respective former and
10 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
11 Released Parties from the Released Class Claims. "Released Class Claims" are all claims that
12 were alleged, or reasonably could have been alleged, based on facts stated in the Operative
13 Complaint which occurred during the Class Period. Except as expressly set forth in this
14 Agreement, Participating Class Members do not release any other claims, including claims for
15 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
16 unemployment insurance, disability, social security, workers' compensation, or claims based on
17 facts occurring outside the Class Period.

18 6. As of the Effective Date and upon full funding of the Gross Settlement Amount by
19 Defendant, Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves
20 and their respective former and present representatives, agents, attorneys, heirs, administrators,
21 successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released
22 PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have
23 been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice], which
24 occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA
25 claims, underlying wage and hour claims, claims for wrongful termination, discrimination,
26 unemployment insurance, disability, social security and worker's compensation, and claims
27 outside of the PAGA Period.

1 7. As of the Effective Date and upon full funding of the Gross Settlement Amount by
2 Defendant, Plaintiff generally releases and discharges the Defendant and the Released Parties from
3 the Plaintiff's Release as set forth fully in the Agreement.

4 8. As of the Effective Date and upon full funding of the Gross Settlement Amount by
5 Defendant, Defendant and its respective former and present representatives, agents, attorneys,
6 heirs, administrators, successors, and assigns generally, release and discharge Plaintiff from the
7 Defendant's Release as set forth fully in the Agreement.

8 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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10 Dated: 1/24/25

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12 HON. KATHERINE BACAL
13 JUDGE, SUPERIOR COURT OF CALIFORNIA
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