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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 04 2023

BY 
JESSICA MORALES, DEPUTY

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ANGEL ARMENTA and JAKKOB
ROMERO, individually, on behalf of all
others similarly situated, and on behalf of
the State of California and other aggrieved
persons,

Plaintiffs,

v.

BLUE BEACON INTERNATIONAL,
INCORPORATED, a corporation; BLUE
BEACON U.S.A., L.P., a limited
partnership; BLUE BEACON U.S.A. II,
L.P., a limited partnership; and DOES 1
through 10, inclusive,

Defendants.

Case No.: CIVSB2206415

Assigned for All Purposes to:
Hon. Jessica Morgan
Dept. S-26

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES AND
COSTS, AND JUDGMENT THEREON**

Date: October 4, 2023
Time: 9:00 a.m.
Dept. S-26

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1 The Court, having read the papers filed with regard to Plaintiffs' motion for final approval
2 of a class action settlement and request attorney's fees and costs, and having heard argument on
3 the motions, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement and Class Notice, attached as
7 Exhibit 1 to the Declaration of Justin F. Marquez (filed on May 8, 2023), (the "Settlement
8 Agreement") is the product of arms-length negotiations between the parties and the terms of the
9 Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement
10 Class. The Settlement Agreement therefore is finally approved, and its terms incorporated herein.
11 The Court orders the parties to the Settlement Agreement to perform forthwith their respective
12 duties and obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its May 31,
14 2023 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
15 Procedure Section 382 for purposes of settlement only. The Settlement Class includes all persons
16 employed by Defendants Blue Beacon International, Incorporated, Blue Beacon U.S.A., L.P., and
17 Blue Beacon U.S.A. II, L.P. (together "Blue Beacon") in California and classified as a non-exempt
18 employee during the Class Period of March 25, 2018 to December 31, 2022. For purposes of
19 PAGA, the Aggrieved Employees include a person employed by Blue Beacon in California and
20 classified as a non-exempt employee who worked for Blue Beacon during the PAGA Period of
21 March 25, 2021 to December 31, 2022.

22 4. The Court adjudges Plaintiff and the Participating Class Member to have released
23 and forever discharged the Released Parties (as defined in the Settlement Agreement), to the
24 fullest extent permitted by law, from from all claims that were alleged, or reasonably could have
25 been alleged, based on the facts stated in the Operative Complaint, including, any and all claims
26 involving any recovery of unpaid minimum wages and unpaid overtime (Cal. Lab. Code §§ 204,
27 1194, 1194.2, 1197, 1198), failure to provide meal and rest periods (Cal. Lab. Code §§ 226.7,
28 512), failure to provide accurate wage statements (Cal. Lab. Code § 226), failure to pay all wages

1 due at separation (Cal. Lab. Code §§ 201-203), failure to reimburse business expenses (Cal. Lab.
2 Code § 2802), violation of Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.),
3 violation of the Fair Labor Standards Act (29 USC § 203), violation of the Federal Credit
4 Reporting Act (15 USC § 1681, et seq.), and violation of the Investigative Consumer Reporting
5 Agency Act (Cal. Civil Code §§ 1786.10 – 1786.40) during the Class Period. Participating Class
6 Members only release these claims for the duration of the Class Period. Except as set forth in
7 Section 5.3 of this Agreement, Participating Class Members do not release any other claims,
8 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
9 Housing Act, unemployment insurance, disability, social security, workers' compensation, or
10 claims based on facts occurring outside the Class Period.

11 5. The Court further adjudges Plaintiff and the Aggrieved Employees to have released
12 and forever discharged the Released Parties (as defined in the Settlement Agreement), to the
13 fullest extent permitted by law, from all claims for PAGA penalties that were alleged, or
14 reasonably could have been alleged, based on the facts stated in the Operative Complaint and the
15 PAGA Notices, including any and all claims involving any alleged failure to pay minimum wages
16 or overtime, failure to provide meal and rest periods, failure to provide accurate wage statements,
17 failure to pay all wages due at separation, and failure to reimburse business expenses, including
18 Labor Code sections 201, 202, 203, 210, 216, 223, 225.5, 226, 226.3, 226.7, 245-248.5, 256, 432,
19 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699,
20 2699.3, 2802, 2810.5 during the PAGA Period. Aggrieved Employees only release these claims
21 for the duration of the PAGA Period.

22 6. One Class Member – Tim Le – submitted a timely and valid request to be excluded
23 from the Settlement. This individuals is therefore excluded from the Settlement Class and is not
24 bound by the Settlement Agreement and this Order and Judgment, except as to the release of
25 claims under PAGA.

26 7. The Settlement Administrator is ordered to distribute to the participating Class
27 Members and Aggrieved Employees their respective individual settlement payments from the Net
28 Settlement Amount and PAGA Payment as provided in the Settlement Agreement. Funds

1 attributable to uncashed checks that remain after the check void date shall be forwarded to the
2 California State Controller's Unclaimed Property Fund. No funds shall revert to Blue Beacon.

3 8. The Court further orders that the Class Members be provided with notice of this
4 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
5 copy of this Order and Judgment on its website.

6 9. The Court approves an award of attorney's fees to Class Counsel's in the amount of
7 \$533,333.33, and an award of costs and expenses in the amount of \$15,000.00. Such amounts
8 shall be paid as provided in the Settlement Agreement and Class Counsel's fee sharing agreement.

9 10. The Court approves service payments to plaintiffs and Class Representatives Angel
10 Armenta and Jakkob Romero in the amount of \$10,000.00 each, and the Settlement Administrator
11 is ordered to make such payment consistent with the terms of the Settlement Agreement.

12 11. As set forth in the Declaration of Markus Balthuis, the Settlement Administrator is
13 owed \$15,000.00 for services rendered and to be rendered in administering the settlement. The
14 Court therefore orders that Simpluris be paid the amount of \$15,000.00 from the Gross Settlement
15 Amount consistent with the terms of the Settlement Agreement.

16 12. A compliance hearing is set for October 4, 2024, at 8:30 a.m., in Department S26
17 of the San Bernardino County Superior Court. The parties are ordered to file a joint compliance
18 report no later than ten (10) calendar days before the compliance hearing.

19 13. Under California Rule of Court 3.769(h), without affecting the finality of this Order
20 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
21 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
22 contemplated becomes effective and each and every act agreed to be performed by the parties has
23 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
24 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
25 construction, and interpretation of the Settlement Agreement.

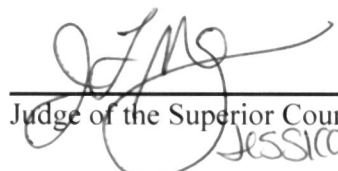
26 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
27 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
28 This Order is not a finding of the validity or invalidity of any claims in this action or a

1 determination of any wrongdoing by any party. The final approval of the parties' settlement will
2 not constitute any opinion, position or determination of this Court as to the merits of the claims or
3 defenses of any party.

4 15. Judgment is hereby entered as follows: Plaintiffs Angel Armenta and Jakkob
5 Romero and the Participating Class Members, consisting of all persons employed by Blue Beacon
6 in California and classified as a non-exempt employee during the Class Period of March 25, 2018
7 to December 31, 2022, who have not otherwise opted out, shall take nothing from Blue Beacon,
8 except as set forth in the Settlement Agreement.

9 16. The Court shall retain jurisdiction over the parties to interpret, implement and
10 enforce this Judgment.

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13 Dated: 10/4/23

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15 Judge of the Superior Court
16 Jessica Morgan
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