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

BRETT CONSTANT, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

ROOTER RANGER, LLC, an Arizona
Limited Liability Company; BEEBE
ENTERPRISES, INC., a California
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB 2206149
*[Assigned to Hon. Judge David Cohn, Dept
S26, for all purposes]*

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF FINAL JUDGMENT**

Complaint filed: March 21, 2022

The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set forth in the Class Action and PAGA Settlement Agreement and Release of Claims (the “Settlement Agreement”) came for hearing in Department S26 of the above-entitled court. The Final Approval Motion was unopposed by Defendant Rooter Ranger, LLC. Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement is approved. Due and adequate notice having been given to

1 the Class, and the Court having considered the Settlement Agreement, all papers filed, and
2 proceedings had herein and all oral and written comments received regarding the proposed
3 settlement, and having reviewed the record in this Litigation, and good cause appearing,

4 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

5 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
6 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

7 2. The Court has jurisdiction over the subject matter over this Action, the Class
8 Representative, the Class Members, and Defendant.

9 3. The Court finds that the distribution of the Class Notice, as provided for in the
10 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
11 under the circumstances to all Class Members and fully met the requirements of California law
12 and due process under the California and United States Constitution. Based on evidence and
13 other material submitted, the actual notice to the class was adequate.

14 4. The Court finds that the instant Action presented a good faith dispute of the
15 claims alleged, and the Court finds in favor of settlement approval.

16 5. The released Class Claims on behalf of the Participating Class Members included:

- 17 a. the claims stated in the operative complaint and those arising out of or
18 related to the facts pled in the Complaint, including: (a) failure to pay
19 minimum wages, (b) failure to pay overtime wages, (c) failure to provide
20 meal periods, (d) failure to provide rest breaks, (e) failure to reimburse
21 business expenses, (f) failure to timely pay wages, (g) failure to timely pay
22 wages upon separation of employment, (h) failure to provide accurate
23 itemized wage statements, (i) unfair and unlawful competition, and (j) all
24 other claims that reasonably could have arisen out of the allegations made
25 and based on the facts alleged in the Complaint.

26 6. The released PAGA Claims on behalf of the Aggrieved Employees included:

- 27 a. the PAGA claims that Plaintiff alleged against the Released Parties, on
28 behalf of the Aggrieved Employees and the State of California, based on

1 the facts stated in the Complaint and in the relevant LWDA notice letters
2 or claims arising out of or related to facts pled in the operative Complaint
3 and relevant LWDA notice letters, including all PAGA claims seeking
4 civil penalties premised upon: (a) failure to pay minimum wages, (b)
5 failure to pay overtime wages, (c) failure to provide meal periods,
6 (d) failure to provide rest breaks, (e) failure to reimburse business
7 expenses, (f) failure to timely pay wages each period, (g) failure to time
8 pay wages upon separation of employment, and (h) failure to provide
9 accurate itemized wage statements, and (i) all other claims for civil
10 penalties recoverable under the Private Attorneys General Act, Labor
11 Code §§ 2698 *et seq.* based on the facts or claims alleged in the LWDA
12 Notice and the Complaint.

13 7. There were no Objections and no Requests for Exclusion to the Settlement. Thus,
14 all Class Members are Participating Class Members who are entitled to payment pursuant to the
15 Settlement and this Judgment. Likewise, all Aggrieved Employees are entitled to a pro rata
16 share of PAGA Penalties.

17 8. The Court approves the Settlement, as set forth in the Settlement Agreement and
18 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
19 Parties. The Parties are directed to perform in accordance with the terms set forth in the
20 Settlement Agreement.

21 9. The Parties are to bear their own costs, except as otherwise provided in the
22 Settlement Agreement.

23 10. For purposes of effectuating this Order and Judgment, this Court has certified the
24 following class: “all current and former nonexempt employees employed by Defendant in
25 California at any time during the Class Period of March 21, 2018 through and including January
26 9, 2023,” as defined in the Settlement Agreement. The Court deems this definition sufficient for
27 purposes of California Rules of Court, rule 3.765(a).

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1 11. With respect to the Settlement Class and for purposes of approving this
2 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
3 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
4 fact common to the Class Members, and there is a well-defined community of interest among the
5 Class Members with respect to the subject matter of the Action; (c) the claims of the Class
6 Representative are typical of the claims of the Class Members; (d) the Class Representative has
7 fairly and adequately protected the interests of the Class Members; (e) a class action is superior
8 to other available methods for an efficient adjudication of this controversy; and (f) the counsel of
9 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the
10 Plaintiff in his individual and representative capacity and for the Settlement Class.

11 12. By this Judgment, the Class Representative shall release, relinquish, and
12 discharge, and each of the Participating Class Members shall be deemed to have, and by
13 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
14 discharged all Class Claims, as defined herein and in the Settlement Agreement.

15 13. For purposes of effectuating this Order and Judgment, the release of the PAGA
16 Claims, as defined in the Settlement Agreement, shall apply to all Aggrieved Employees which
17 consists of “all current and former nonexempt employees employed by Defendant in California
18 at any time during the PAGA Period of March 21, 2021 through and including January 9, 2023.”

19 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
20 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
21 or the Settlement (i) is or may be deemed to be or may be used by the Plaintiff or Participating
22 Class Members as an admission of, or evidence of, the validity of any of the Class Claims, or of
23 any wrongdoing or liability of Defendant or any of the other Released Parties; or (ii) is or may be
24 deemed to be or may be used by Plaintiff or Participating Class Members as an admission of, or
25 evidence of, any fault or omission of Defendant or any of the other Released Parties in any civil,
26 criminal, or administrative proceeding in any court, administrative agency, or other tribunal.
27 Defendant or any of the other Released Parties may file the Settlement Agreement and/or the
28 Judgment from this Action in any other action that may be brought against it or them in order to

support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

15. The Gross Settlement Amount to be paid under the Settlement Agreement is \$400,000. From this amount, Class Counsel sought an award of attorney's fees of \$133,333.33, litigation expenses of \$8,040.62, a Service Award of \$10,000 for the Class Representative Brett Constant, \$6,500 to the Settlement Administrator, Phoenix Settlement Administrators, \$30,000 to the LWDA for PAGA penalties and \$10,000 to the Aggrieved Employees for PAGA Penalties. Defendant does not oppose these requests. The Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below from the Settlement Amount:

- A. \$133.333.33 to Class Counsel for attorneys' fees;
- B. \$8,040.62 to Class Counsel for costs/expenses;
- C. \$10,000 to Brett Constant as a Service Award;
- D. \$6,500 to the Settlement Administrator, Phoenix Settlement Administrators;
- E. \$30,000 to the LWDA;
- F. \$10,000 to the Aggrieved Employees on a pro rata basis;
- G. After deducting the foregoing payments from the Settlement Amounts, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

16. Defendant is directed to fund the Gross Settlement Amount within 30 calendar days after the Effective Date. The Settlement Administrator is directed to calculate the Participating Class Members' Individual Settlement Amounts from the Net Settlement Amount, as well as the payments due to the Aggrieved Employees, and issue all payments within 10 days of receipt of the payment in accordance with the Settlement Agreement. Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the

Settlement Administrator include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check, noting the following: “Please be advised that on [date] the Superior Court of California for the County of San Bernardino entered Judgment in the case entitled *Constant v. Rooter Ranger, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB 2206149, on behalf of all current and former nonexempt employees employed by Defendant Rooter Ranger, LLC, in California at any time during the Class Period of March 21, 2018 through and including January 9, 2023.”

17. Participating Class Members and Aggrieved Employees shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. In the event that a person does not negotiate his/her check within this time period, the check will be canceled. The value of the unclaimed funds in the Settlement Administrator’s account as a result of a failure to timely cash a settlement check shall be issued to the State Controller’s Office in the name of the Participating Class Members and/or Aggrieved Employees.

18. The following dates shall govern for purposes of this implementing this Order/Judgment:

June 22, 2023	Final Approval is entered and the Effective Date occurs
July 22, 2023	Defendant is directed to fund the Gross Settlement Amount and separately pay its share of the employer’s tax, as calculated and directed by the Settlement Administrator.
August 1, 2023	Settlement Administrator to issue checks to Participating Class Members, Class Representative, Class Counsel, Aggrieved Employees and LWDA.
January 28, 2024	Deadline for Participating Class Members and Aggrieved Employees to cash settlement checks.
February 28, 2024	Deadline to file Declaration by Settlement Administrator describing: (i) the date the checks were mailed, (ii) the total number of checks mailed to Participating Class Members and Aggrieved Employees, (iii) the number of checks that were uncashed, (iv) the total value of those uncashed checks, and (v) the anticipated date payment will issued to the State Controller.

1 19. This document shall constitute a Judgment for purposes of California Rule of
2 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
3 Class Representative, the Participating Class Members, Aggrieved Employees, and Defendant
4 for the purposes of supervising the implementation, enforcement, construction, administration,
5 and interpretation of the Settlement Agreement and this Judgment.

6 IT IS SO ORDERED.

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8 Dated: _____

Hon. David Cohn