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and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

WALTER G. HINTON, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

STORAGE ETC. PROPERTY
MANAGEMENT, LLC; AVITUS, INC.;
and DOES 1 through 20, inclusive,

Defendants.

Case No. 22STCV09846

*Assigned for All Purposes to:
Hon. Judge Elihu M. Berle
Dept. 6*

**~~REVISED [PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: April 4, 2025
Time: 10:00 a.m.
Dept: 6

FILED
Superior Court of California
County of Los Angeles

04/29/2025

David W. Stryker, Executive Officer / Clerk of Court

By: M. Fregoso Deputy

1 This matter came on for hearing on April 4, 2025, at 10:00 a.m., in Department 6 of the
2 above-captioned Court on the unopposed Motion for Final Approval of Class Action Settlement
3 pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary Approval,
4 and the Class And Representative Action Settlement Agreement And Class Notice ("Settlement
5 Agreement"), a copy of which was filed in conjunction with the Plaintiff's Motion for Final
6 Approval of Class Action Settlement.

7 Having received and considered the Settlement Agreement, the supporting papers filed by
8 the Parties, and the evidence and argument received by the Court in conjunction with the
9 unopposed Motion for Preliminary Approval of Class Action Settlement and the instant Motion
10 for Final Approval, the Court grants final approval of the Settlement and HEREBY ORDERS
11 AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
13 each Class Member by first-class mail. These papers informed the Class of the terms of the
14 Settlement, their right to receive an Individual Settlement Payment, their right (a) to comment on
15 or object to the Settlement, (b) to request exclusion from the Settlement and pursue their own
16 remedies, and (c) of their right to appear in person or by counsel at the final approval hearing and
17 to be heard regarding approval of the Settlement. Adequate periods of time were provided by
18 each of these procedures. No member of the Class filed written objection to the proposed
19 Settlement as part of this notice process or stated an intention to appear at the final approval
20 hearing.

21 2. The Court finds and determines that this notice procedure afforded adequate
22 protections to Class Members and provides the basis for the Court to make an informed decision
23 regarding approval of the Settlement based on the responses of the Class. The Court finds and
24 determines that the notice provided in this case was the best notice practicable, which satisfied
25 the requirements of law and due process.

26 3. With respect to the Class and for purposes of approving this Settlement only, this
27 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
28 that joinder of all members is impracticable; (b) there are questions of law or fact common to the

1 Class, and there is a well-defined community of interest among members of the Class with respect
2 to the subject matter of the Action; (c) the claims of Class Representative Walter G. Hinton are
3 typical of the claims of the members of the Class; (d) the Class Representative has fairly and
4 adequately protected the interests of the members of the Class; (e) a class action is superior to
5 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
6 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for
7 Plaintiff in their individual and representative capacities for the Class.

8 4. The Court has certified a Class, as that term is defined in and by the terms of the
9 Settlement Agreement as all persons currently or formerly employed by Defendant, Storage
10 Property Management, LLC, as a nonexempt employee in the State of California at any time
11 during the Class Period of March 21, 2018 through July 7, 2023, and the Court deems this
12 definition sufficient for purposes of California Rule of Court 3.765(a).

13 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

14 6. The Court hereby confirms Plaintiff Walter G. Hinton as the Class Representative
15 in this Action.

16 7. The Court finds and determines that the terms set forth in the Settlement
17 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
18 according to its terms, having found that the Settlement was reached as a result of informed and
19 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
20 that the Parties conducted extensive investigation and that their attorneys were able to reasonably
21 evaluate their respective positions. The Court also finds that the Settlement will enable the Parties
22 to avoid additional and potentially substantial litigation costs, as well as delay and risks if the
23 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery
24 provided as part of the Settlement and recognizes the significant value accorded to the Class.

25 8. The Court further finds and determines that the terms of the Settlement are fair,
26 reasonable and adequate to the Class and to each Participating Class Member and that the
27 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
28 be and hereby are ordered to be consummated.

1 9. The Court hereby approves the Gross Settlement Amount of \$200,000.00.

2 10. The Court finds and determines that the Individual Settlement Payments to be paid
3 to Participating Class Members as provided for by the Settlement are fair and reasonable. The
4 Court hereby gives final approval to and orders the payment of those amounts be made to the
5 Participating Class Members in accordance with the Settlement Agreement.

6 11. The Court finds and determines that payment to the California Labor and
7 Workforce Development Agency of \$15,000.00 as its share of the settlement of civil penalties in
8 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
9 that the payment of that amount be paid in accordance with the Settlement Agreement.

10 12. The Court finds and determines that the fees and expenses in administrating the
11 Settlement incurred by Phoenix Settlement Administrators in the amount of \$7,925.00, are fair
12 and reasonable. The Court hereby gives final approval to and orders that the payment of that
13 amount in accordance with the Settlement.

14 13. The Court finds and determines the Class Representative Service Payment of
15 **\$5,000.00** for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to make
16 this payment to the Plaintiff/Class Representative in accordance with the terms of the Settlement
17 Agreement.

18 14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
19 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
20 \$66,666.67 and litigation costs of \$19,011.25. The Court finds such amounts to be fair and
21 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
22 accordance with the terms of the Settlement Agreement.

23 15. Without affecting the finality of this order or the entry of judgment in any way,
24 the Court retains jurisdiction of all matters relating to the interpretation, administration,
25 implementation, effectuation, and enforcement of this order and the Settlement.

26 16. Neither Defendant nor any related persons or entities shall have any further
27 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
28 except as provided for by the Settlement Agreement.

1 17. Nothing in this order shall preclude any action to enforce the Parties' obligations
2 under the Settlement or under this order, including the requirement that Defendants make payment
3 to the Participating Class Members in accordance with the Settlement.

4 18. The Parties will bear their own costs and attorneys' fees except as otherwise
5 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
6 costs.

7 19. **The Court sets an OSC re Compliance with the Terms of the Judgment for**
8 **December 12, 2025 at 8:30am. The administrator's report is due December 1, 2025.**

9
10 DATED: 04/29/2025



Elihu M. Berle

Honorable Elihu M. Berle
JUDGE OF THE SUPERIOR COURT
Elihu M. Berle / Judge

CERTIFICATE OF SERVICE

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

On April 8, 2025, I served the foregoing document entitled:

- REVISED [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true copy thereof on the party(ies) addressed below as follows:

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Attorneys for Defendants:
AVITUS, INC.

☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed. R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business practice of Aegis Law Firm PC for collection and processing correspondence for overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal Code Civ. Proc.* § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via electronic transmission via Case Anywhere on the date below. (*Cal. Code Civ. Proc.* § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.* 5(b)(2)(A).)

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

3 Executed on April 8, 2025, at Irvine, California.

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5 Laila Shams
6 Laila Shams
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