

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles

08/17/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARLON VIRUETE, on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

JON K TAKATA CORPORATION dba
RESTORATION MANAGEMENT
COMPANY, a California Corporation; and
DOES 1 through 100,

Defendants.

Case No. 20STCV36412

*[Assigned for all purposes to the Hon.
Lawrence P. Riff; Dept. SSC-7]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: August 17, 2023

Time: 10:00 a.m.

Dept: SSC-7

Complaint Filed: September 23, 2020

Trial Date: None set.

1 **[PROPOSED] ORDER & JUDGMENT**

2 The Motion of Plaintiff Marlon Viruete (“Plaintiff”) for Final Approval of Class Action
3 Settlement, Class Representative Enhancement Payment, and Attorneys’ Fees and Costs (“Final
4 Approval Motion”) came on regularly for hearing before this Court on August 17, 2023, at 10:00
5 a.m., pursuant to California Rule of Court 3.769 and this Court’s earlier Order Granting
6 Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”). Having
7 considered the parties’ Stipulation of Class Action and PAGA Settlement (“Settlement
8 Agreement” or “Settlement”), and the documents and evidence presented in support thereof, and
9 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
10 prosecution, and the substantial benefits to be received by the Settlement Class pursuant to the
11 Settlement, the Court hereby makes a final ruling that the Settlement is fair, reasonable, and
12 adequate, and is the product of good faith, arm’s-length negotiations between the parties. Good
13 cause appearing therefor, the Court hereby GRANTS Plaintiff’s Final Approval Motion and
14 hereby ORDERS the following:

15 1. Final judgment is hereby entered in conformity with the Settlement Agreement
16 and this Final Approval Order.

17 2. The conditional class certification is hereby made final, and the Court thus
18 certifies, for purposes of the Settlement, the following Settlement Class:

19 All current and former non-exempt technicians who are or were employed
20 by Defendant Jon K. Takata Corporation dba Restoration Management
21 Company in the State of California at any time between April 6, 2016 and
22 March 24, 2023 (the “Class Period”).

23 3. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines and Sean M.
24 Blakely of Haines Law Group, APC are hereby confirmed as Class Counsel.

25 4. Notice was provided to Settlement Class members as set forth in the Settlement,
26 which was approved by the Court on March 24, 2023, and the notice process has been completed
27 in conformity with the Settlement and the Court’s Preliminary Approval Order. The Court finds
28 that said notice was the best notice practicable under the circumstances. The Class Notice
provided due and adequate notice of the proceedings and matters set forth therein, informed

1 Settlement Class members of their rights, and fully satisfied the requirements of California Code
2 of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

3 5. The Court finds that no Settlement Class member objected to the Settlement, that
4 no Settlement Class member opted out of the Settlement, and that the 100% participation rate in
5 the Settlement supports final approval.

6 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
7 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
8 terms.

9 7. For purposes of settlement only, the Court finds that: (a) the members of the
10 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
11 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
12 community of interest among members of the Settlement Class with respect to the subject matter
13 of the litigation; (c) the claims of the Class Representative are typical of the claims of the
14 Settlement Class members; (d) the Class Representative has fairly and adequately protected the
15 interests of the Settlement Class members; (e) a class action is superior to other available methods
16 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
17 counsel for the Class Representative and the Settlement Class.

18 8. The Court finds that given the absence of objections to the Settlement, this Order
19 shall be considered final as of the date of entry.

20 9. The Court finds that the Individual Settlement Awards, as provided for in the
21 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
22 distribute the Individual Settlement Awards in conformity with the terms of the Settlement.

23 10. The Court orders Defendant Jon K. Takata Corporation dba Restoration
24 Management Company (“Defendant”) to deposit the Gross Settlement Fund of \$1,500,000.00
25 with the Settlement Administrator, Phoenix Settlement Administrators, within thirty (30) calendar
26 days of the Effective Date.

27 11. The Court finds that an Enhancement Payment in the amount of \$7,500.00 to
28 Plaintiff is appropriate for Plaintiff’s risks undertaken and his service to the Settlement Class. The

1 Court finds that this payment is fair, reasonable, and adequate, and orders that the Settlement
2 Administrator make this payment in conformity with the terms of the Settlement.

3 12. The Court finds that attorneys' fees in the amount of \$500,000.00 and litigation
4 costs of \$12,687.96 for Class Counsel are fair, reasonable, and adequate in light of the common
5 fund created by the Settlement, and orders that the Settlement Administrator distribute these
6 payments to Class Counsel in conformity with the terms of the Settlement.

7 13. The Court orders that the Settlement Administrator shall be paid \$10,000.00 from
8 the Gross Settlement Fund in conformity with the terms of the Settlement, for all of its work done
9 and to be done until the completion of this matter and finds that sum appropriate.

10 14. The Court finds that the payment to the California Labor & Workforce
11 Development Agency ("LWDA") in the amount of \$30,000.00 for its share of the settlement of
12 Plaintiff's representative claim under the PAGA is fair, reasonable, and adequate, and orders the
13 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
14 of the Settlement.

15 15. This Court orders that any settlement checks shall be negotiable for 180 calendar
16 days from the date of issuance of the check, and that any settlement checks that remain uncashed
17 after 180 days after they are mailed shall be placed in a *cy pres* fund and awarded to Legal Aid
18 Foundation of Los Angeles in accordance with Section 384 of the California Code of Civil
19 Procedure.

20 16. As of the Effective Date and upon Defendant's complete funding of the Gross
21 Settlement Fund, Plaintiff and every member of the Settlement Class and every PAGA Employee,
22 fully releases and forever discharges Defendant, and all of its former or present parent companies,
23 subsidiaries, affiliates, investors, partners, owners, related organizations, predecessors or
24 successors, and all agents, employees, officers, directors, shareholders, members, managers,
25 holding companies, insurers, assigns, and attorneys thereof, (collectively, "Released Parties"), as
26 follows: Settlement Class members release and forever discharge the Released Parties from any
27 and all claims, demands, causes of action, and legal theories alleged or which could have been
28 alleged or otherwise raised based on the facts alleged in the Action, including claims for: (a)

1 failure to pay all overtime wages; (b) failure to pay all wages owed and minimum wages owed;
2 (c) failure to provide all meal periods, or premium pay for non-compliant meal periods; (d) failure
3 to authorize and permit all rest periods, or pay premium pay for non-compliant rest periods; (e)
4 failure to timely pay all wages due or final wages due; (f) failure to indemnify all necessary
5 business expenditures; (g) failure to issue accurate and compliant wage statements; (h) all claims
6 for unfair business practices that could have been premised on the facts, claims, causes of action
7 or legal theories of relief pled in the Action; and (i) all damages, penalties, interest, costs
8 (including attorney's fees) and other amounts recoverable under said claims or causes of action
9 arising out of or based on the facts and/or legal theories alleged in the Action (collectively, the
10 "Released Claims"). The period of the Released Claims shall extend to the limits of the Class
11 Period. In addition, all Settlement Class members who worked for Defendant in the State of
12 California at any time from April 1, 2021 through March 24, 2023 (the "PAGA Period"),
13 regardless whether they opt out, will release and forever discharge the Released Parties from all
14 claims, demands, rights, liabilities and causes of action for civil penalties under California Labor
15 Code Private Attorneys General Act of 2004 against the Released Parties arising out of or based
16 on the facts alleged in Plaintiff's letter to the Labor & Workforce Development Agency
17 ("LWDA") dated April 1, 2022 and the operative FAC for: (a) failure to pay all overtime wages
18 owed; (b) failure to pay all wages and minimum wages owed; (c) failure to provide meal periods,
19 or pay premium pay for non-compliant meal periods; (d) failure to authorize and permit all rest
20 periods, or pay premium pay for non-compliant rest periods; (e) failure to provide accurate,
21 itemized wage statements; (f) failure to indemnify all necessary business expenditures; and (g)
22 failure to pay all wages upon termination (collectively, "PAGA Released Claims"). The period of
23 the release of the PAGA Released Claims shall extend to the limits of the PAGA Period.

24 17. This document shall constitute a final judgment pursuant to California Rule of
25 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
26 approval hearing, the court must make and enter judgment. The judgment must include a provision
27 for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment.
28 The court may not enter an order dismissing the action at the same time as, or after, entry of

1 judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,
2 and this Judgment.

3 18. Plaintiff shall file a Final Disbursement Declaration on or before June 3, 2024. A
4 Non-Appearence Case Review Re: Filing of Final Disbursement Declaration is set for
5 June 10, 2024 ~~2024~~ at 9:00 a.m.

6 **IT IS SO ORDERED.**

7
8 Dated: 08/17/2023, 2023



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge

Honorable Lawrence P. Riff
Judge of the Superior Court