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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

JOSE GONZALEZ, an individual; IGNAIN PEREZ, an individual; ANTONIO SERRANO, an individual; on behalf of themselves and all other similarly situated,

Plaintiff,

vs.

ROTO-ROOTER SERVICES COMPANY, an Iowa corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 22STCV34334

*Assigned for all purposes to Hon. Stephanie M. Bowick, Dept. 19*

**[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND SETTLEMENT OF PAGA CLAIM, ATTORNEYS' FEES, COSTS, CLASS REPRESENTATIVE SERVICE AWARD, AND ENTERING OF FINAL JUDGMENT**

Date: May 13, 2024

Time: 8:30 a.m.

Location: Dept. 19

Action Filed: October 25, 2022

1           This matter came on for hearing on May 13, 2024, at 8:30 a.m., in Department 19 of the  
2 above-captioned Court for a Motion for Final Approval of Class Action Settlement and Settlement of  
3 PAGA Claim, Attorneys' Fees, Costs, Class Representative Service Award, and Entering of Final  
4 Judgment. Having received and considered the Settlement Agreement, the supporting papers filed  
5 by the Parties, and the evidence and argument received by the Court in conjunction with the Motion  
6 for Preliminary Approval of Class Action Settlement, and the instant Plaintiffs' Unopposed Motion  
7 for Final Approval of Class Action Settlement and Settlement of PAGA Claim, Attorneys' Fees,  
8 Costs, Class Representative Service Award, and Entering of Final Judgment, the Court grants final  
9 approval of the Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING**  
10 **DETERMINATIONS:**

11           1. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all  
12 members of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the Class  
13 Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement"), of their right to  
14 receive their proportional Individual Settlement Payment, of their right to request exclusion from the  
15 Class and the Settlement, of their right to comment upon or object to the Settlement and to appear in  
16 person or by counsel at the final approval hearing and of the date set for the Final Approval hearing.  
17 Adequate periods of time were provided by each of these procedures.

18           2. In response to the Notice, no member of the Class has requested exclusion from the  
19 settlement, filed written objections to the Settlement, or stated an intention to appear at the final  
20 approval hearing.

21           3. 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 Class Members' response. The Court finds and  
24 determines that the Notice provided in the Action was the best notice practicable, which satisfied the  
25 requirements of law and due process.

26           4. The Court further finds and determines that the terms of the Settlement are fair,  
27 reasonable, and adequate to the Class and to each Class Member, and each Aggrieved Employee  
28 under the Private Attorneys General Act ("PAGA") and that the Settlement is ordered finally

1 approved, and that all terms and provisions of the Settlement Agreement should be and hereby are  
2 ordered to be consummated.

3         5.       The Court has certified a Class, as that term is defined in and by the terms of the  
4 Settlement, and the Court deems this definition sufficient for purposes of California Rule of Court,  
5 Rule 3.765(a). For purposes of clarity, “Class” means all current or former non-exempt persons  
6 employed by Defendant in California who do not opt out of the Settlement. The class expressly  
7 includes any non-exempt employee paid on an alleged commission or piece- rate compensation  
8 system. However, the class shall exclude all persons who were part of *the Lax v. Roto- Rooter Services*  
9 *Co. ("Lax")* No. 18CV338652, through the end of the class period in the *Lax* case. The Class Period  
10 is from May 10, 2018 to August 7, 2023. For purposes of clarity, “Aggrieved Employee” means all  
11 current or former non-exempt persons employed by Defendant in California during the PAGA Period.  
12 The PAGA Group expressly includes any non-exempt employee paid on an alleged commission or  
13 piece- rate compensation system. The PAGA Period is from May 10, 2021 to August 7, 2023.

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

24         7.       The Court hereby confirms Barkhordarian Law Firm, PLC and Bartz Law Group, APC  
25 as Class Counsel in this action.

26         8.       The Court hereby confirms the Plaintiffs Jose Gonzalez, Ignain Perez, and Antonio  
27 Serrano as the Class Representatives in this action.

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

5           10.      The Court finds and determines that payment to the California Labor and Workforce  
6 Development Agency of \$37,500.00 as its share of the \$1,500,000.00 settlement of PAGA Penalties  
7 in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders  
8 that the payment of PAGA Penalties be paid in accordance with the Settlement.

9           11.      The Court finds and determines the Class Representative Award/General Release  
10 Payments in the sum of \$15,000.00 or \$ \_\_\_\_\_ to Plaintiff Igain Perez; \$15,000.00 or  
11 \$ \_\_\_\_\_ Plaintiff Jose Gonzalez; and \$15,000.00 or \$ \_\_\_\_\_ to Plaintiff Antonio  
12 Serrano are fair and reasonable. The Court hereby orders the Administrator to make these payment  
13 to the Plaintiffs/Class Representatives in accordance with the terms of the Settlement Agreement.

14           12.      The Court finds and determines that the payment to be paid to the Settlement  
15 Administrator, CPT Group, Inc. in the sum of \$14,000.00 for its fee and expenses incurred is fair and  
16 reasonable. The Court hereby orders the Administrator to make this payment to itself in accordance  
17 with the terms of the Settlement Agreement.

18           13.      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 one-third of the  
20 settlement, in the sum of \$500,000.00, to be allocated 60% to Barkhordarian Law Firm and 40% to  
21 Bartz Law Group, APC. The Court finds such amounts to be fair and reasonable. The Court hereby  
22 orders the Settlement Administrator to make these payments in accordance with the terms of the  
23 Settlement Agreement.

24           14.      Pursuant to the terms of the Settlement, and the authorities, evidence, and argument  
25 submitted by Class Counsel, the Court hereby awards Class Counsel litigation costs of \$13,400.54,  
26 allocated \$10,100.10 to Barkhordarian Law Firm and \$3,300.44 to Bartz Law Group, APC.

27           15.      Neither Defendant nor any related persons or entities shall have any further liability  
28 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as

1 provided for by the Settlement Agreement. The Court hereby orders the Settlement Administrator to  
2 make these payments in accordance with the terms of the Settlement Agreement.

3 16. The Court finds and determines that the releases contained in the Settlement  
4 Agreement as to Released Class Claims as to Defendant and Released Parties are appropriate and  
5 shall bind all Class Members who did not timely opt out of the Settlement. For purposes of clarity,  
6 the Released Class Claims is as follows: All Participating Class Members, on behalf of themselves  
7 and their respective former and present representatives, agents, attorneys, heirs, administrators,  
8 successors, and assigns, release the Released Parties from (i) all claims that were alleged, or reasonably  
9 could have been alleged, based on the factual allegations and primary rights stated in the Operative  
10 Complaint and any amendments thereto, including all claims for: 1) failure to pay all minimum wages;  
11 2) failure to pay all overtime wages (including failure to pay at the regular rate of pay); 3) meal period  
12 violations; 4) rest period violations; 5) wage statement violations (including Lab. Code § 226(a)(1)-  
13 (9)) and failure to keep required records (Lab. Code § 1174); 6) failure to timely pay wages during  
14 employment and upon separation of employment; 7) failure to provide written commission  
15 agreements; 8) illegal non-compete / non-solicit agreements; 9) failure to reimburse expenses, and 10)  
16 Unfair Competition Law violations.

17 17. The Court further finds and determines that the releases contained in the Settlement  
18 Agreement as to Released PAGA Claims as to Defendant and Released Parties are appropriate and  
19 shall bind all Aggrieved Employees. There shall be no right to opt out of participation in the PAGA  
20 settlement. For purposes of clarity, the Released PAGA Claims is as follows: All Aggrieved  
21 Employees, the State of California, and the LWDA are deemed to release, on behalf of themselves and  
22 their respective former and present representatives, agents, attorneys, heirs, administrators, successors,  
23 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably  
24 could have been alleged based on the factual allegations and primary rights stated in the Operative  
25 Complaint and the PAGA Notices and any amendments thereto, including all claims for: 1) failure to  
26 pay all minimum wages; 2) failure to pay all overtime wages (including failure to pay at the regular rate  
27 of pay); 3) meal period violations; 4) rest period violations; 5) wage statement violations (including  
28 Lab. Code § 226(a)(1)-(9)) and failure to keep required records (Lab. Code § 1174); 6) failure to timely

1 pay wages during employment and upon separation of employment; 7) failure to provide written  
2 commission agreements; 8) illegal non-compete / non-solicit agreements; and 9) failure to reimburse  
3 expenses.

4 18. Nothing in this Order shall preclude any action to enforce the Parties' obligations  
5 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that  
6 Defendant make payments to Participating Class Members in accordance with the Settlement  
7 Agreement.

8 19. The Court finds and determines that nothing in the Settlement Agreement, this Order,  
9 or the Judgment Neither the Agreement nor this Settlement is an admission by Defendant, nor is this  
10 Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by  
11 Defendant or that this Action is appropriate for class or representative treatment (other than for  
12 settlement purposes). Neither this Order and Judgment, the Settlement Agreement, nor any document  
13 referred to herein, nor any action taken to carry out the Settlement Agreement is, may be construed  
14 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability. The  
15 entering into or carrying out of the Settlement Agreement, and any negotiations or proceedings related  
16 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or  
17 concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions,  
18 Defendant may file in the Action or in any other proceeding this Final Approval Order and Judgment,  
19 the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to  
20 support a defense of *res judicata*, collateral estoppel, release, or other theory of claim or issue  
21 preclusion or similar defense as to the Released Class Claims and/or Released PAGA Claims.

22 20. The Court hereby enters final judgment in this case in accordance with the terms of  
23 the Settlement Agreement, Preliminary Approval Order, and this Order.

24 21. The Parties shall bear their own costs and attorneys' fees except as otherwise provided  
25 for by the Settlement Agreement and this Court's Order Granting Final Approval.

26 22. Without affecting the finality of this Order in any way, the Court retains jurisdiction  
27 of all matters relating to the interpretation, administration, implementation, effectuation, **and**  
28 **enforcement of this order and the Settlement.**

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**JUDGMENT**

This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769 and 8.104 of the California Rules of Court whereby named Plaintiffs/Class Representatives, all Class Members, and all Aggrieved Employees, the State of California, and the LWDA shall take nothing from Defendant except as expressly set forth in the Settlement Agreement, in conjunction with Plaintiff's Unopposed Motion for Final Approval of the Class Action Settlement. The Court pursuant to California Rule of Court 3.769(h) shall retain jurisdiction over the parties to enforce the terms of the judgment.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_  
The Honorable Stephanie M. Bowick  
Judge of the Superior Court