

ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name, State Bar number, and address</i>): Edwin Aiwarzian (SBN 232943) LAWYERS for JUSTICE, PC 410 Arden Avenue, Suite 203 Glendale, California 91203 TELEPHONE NO.: (818) 265-1020 FAX NO. (<i>Optional</i>): (818) 265-1021 E-MAIL ADDRESS (<i>Optional</i>): ATTORNEY FOR (<i>Name</i>): Plaintiffs Robert Harris, et al.		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 330 West Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego 92101 BRANCH NAME:		
PLAINTIFF/PETITIONER: Robert Harris, et al. DEFENDANT/RESPONDENT: ABC Supply Co., Inc.		
NOTICE OF ENTRY OF JUDGMENT OR ORDER <i>(Check one):</i> ☒ UNLIMITED CASE (Amount demanded exceeded \$25,000) ☐ LIMITED CASE (Amount demanded was \$25,000 or less)		CASE NUMBER: 37-2015-00034624-CU-OE-CTL Department C-73

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: October 5, 2018
2. A copy of the judgment, decree, or order is attached to this notice.

Exhibit A - Final Approval Order and Judgment

Date: October 10, 2018

Edwin Aiwazian

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

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EXHIBIT A

Edwin Aiwarzian (SBN 232943)
Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

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OC T 6 b 2018
By: A. TAYLOR

ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego

09/13/2018 at 04:23:17 PM

Clerk of the Superior Court
By Richard Day, Deputy Clerk

Attorneys for Plaintiffs Robert Harris, Noel Leon, and Edward Ford, and the Class
[Additional Counsel Listed on Next Page]

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

ROBERT HARRIS, individually, and on
behalf of other members of the general public
similarly situated; NOEL LEON, individually,
and on behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;
EDWARD FORD, individually, and on behalf
of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;
YANNICK BOLLING, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act; ROBERTO CARVAJAL, individually,
and on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act; TERRY BIRDWELL,
individually, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

ABC SUPPLY CO., INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 37-2015-00034624-CU-OE-CTL

Honorable Joel R. Wohlfeil
Department C-73

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: October 5, 2018
Time: 9:00 a.m.
Department: C-73

Complaint Filed: October 14, 2015
FAC Filed: November 10, 2016
SAC Filed: October 13, 2017
Trial Date: None Set

1 Stan S. Mallison (SBN 184191)
Hector Martinez (SBN 206336)
2 MALLISON & MARTINEZ
1939 Harrison Street, Suite 730
3 Oakland, California 94649
Tel (510) 831-999 / Fax: (510) 832-1101
4

5 *Attorneys for Plaintiffs Yannick Bolling, Roberto Carvajal, and Terry Birdwell, and the Class*
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1 This matter has come before the Honorable Joel R. Wohlfeil in Department C-73 of the
2 above-entitled Court, located at 330 West Broadway, San Diego, California 92101, on Plaintiffs
3 Robert Harris, Noel Leon, Edward Ford, Yannick Bolling, Roberto Carvajal, and Terry
4 Birdwell's ("Plaintiffs") Motion for Final Approval of Class Action Settlement, Attorneys' Fees,
5 Costs, and Incentive Payments ("Motion for Final Approval"). Lawyers for Justice, PC appeared
6 on behalf of Plaintiffs and Ogletree, Deakins, Nash, Smoak & Stewart, P.C. and Law Office of
7 Paul S. White appeared on behalf of Defendant American Builders & Contractors Supply Co.,
8 Inc, doing business as ABC Supply Co., Inc, ("Defendant").

9 On May 24, 2018, the Court entered an Order Granting Preliminary Approval of Class
10 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
11 settlement of the above-entitled action ("Action") in accordance with the Amended Joint
12 Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement
13 Agreement"), which, together with the exhibits annexed thereto, set forth the terms and
14 conditions for settlement of the Action.

15 Having reviewed the Settlement Agreement and duly considered the parties' papers and
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. All terms used herein shall have the same meaning as defined in the Settlement
19 Agreement and the Preliminary Approval Order.

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Action.

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with
24 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
25 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
26 The Class is hereby defined to include:

27 All non-exempt, hourly-paid employees who worked for Defendant in the
28 State of California during the period of time from January 30, 2011 through
May 24, 2018 ("Class" or "Class Members").

1 4. The Notice of Class Action Settlement ("Class Notice") and Opt Out Form
2 (together, "Notice Packet") that were provided to the Class Members, fully and accurately
3 informed the Class Members of all material elements of the Settlement and of their opportunity
4 to participate in, object to or comment thereon, or to seek exclusion from, the Settlement; was
5 the best notice practicable under the circumstances; was valid, due, and sufficient notice to all
6 Class Members; and complied fully with the laws of the State of California, the United States
7 Constitution, due process and other applicable law. The Notice Packet fairly and adequately
8 described the Settlement and provided the Class Members with adequate instructions and a
9 variety of means to obtain additional information.

10 5. Pursuant to California law, the Court hereby grants final approval of the
11 Settlement and finds it reasonable and adequate, and in the best interests of the Class as a whole.
12 More specifically, the Court finds that the Settlement was reached following meaningful
13 discovery and investigation conducted by Class Counsel; that the Settlement is the result of
14 serious, informed, adversarial, and arms-length negotiations between the parties, and that the
15 terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court
16 has considered all of the evidence presented, including evidence regarding the strength of the
17 Plaintiffs' cases; the risk, expense, and complexity of the claims presented; the likely duration of
18 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
19 completed; and the experience and views of Class Counsel. The Court has further considered the
20 absence of any objections to the Settlement and that there were only six (6) timely and valid Opt
21 Out Forms submitted by Class Members. Accordingly, the Court hereby directs that the
22 Settlement be affected in accordance with the Settlement Agreement and the following terms and
23 conditions.

24 6. A full opportunity has been afforded to the Class Members to participate in the
25 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
26 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
27 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a
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1 timely and valid Opt Out Form to the Settlement Administrator ("Settlement Class Members")
2 are bound by this Final Approval Order and Judgment.

3 7. It is hereby ordered that Defendant shall transmit the Gross Settlement Amount,
4 less the amount previously paid for Settlement Administration Costs in the amount of \$20,000
5 and Prior Payment Credit in the amount of \$63,030, to the Settlement Administrator within
6 fourteen (14) calendar days of the Effective Date, in accordance with the Settlement Agreement.

7 8. The Court finds that payment of Settlement Administration Costs in the amount of
8 \$13,250 is appropriate for the services and costs of the notice and settlement administration
9 process. It is hereby ordered that the Settlement Administrator, CPT Group, Inc., shall issue
10 payment to itself in the amount of \$13,250, in accordance with the Settlement Agreement.

11 9. The Court finds that the incentive payments sought are fair and reasonable for the
12 work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement
13 Administrator issue payments in the amount of \$5,000 each to Plaintiff's Robert Harris, Noel
14 Leon, and Edward Ford and \$3,500 each to Plaintiffs Yannick Bolling, Roberto Carvajal, and
15 Terry Birdwell for their incentive payments, according to the terms set forth in the Settlement
16 Agreement.

17 10. The Court finds that the allocation of \$50,000 toward penalties under the
18 California Private Attorneys General Act of 2004 ("PAGA Penalties"), is fair, reasonable, and
19 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
20 Penalties as follows: the amount of \$37,500 to the California Labor and Workforce Development
21 Agency, and the amount of \$12,500 for distribution to the Settlement Class Members, according
22 to the methodology and terms set forth in the Settlement Agreement.

23 11. The Court finds that the request for an award of attorneys' fees in the amount of
24 \$933,695 falls within the range of reasonableness, and the results achieved justify the award
25 sought. The requested attorneys' fees are fair, reasonable, and appropriate, and are hereby
26 approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of
27 \$933,695 for attorneys' fees, in accordance with the Settlement Agreement, as follows: \$883,695
28 to Lawyers for Justice, PC and \$50,000 to Mallison & Martinez.

1 12. The Court finds that reimbursement of litigation costs and expenses in the amount
2 of \$66,580.99 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
3 Settlement Administrator issue payment in the amount of \$66,580.99 for reimbursement of
4 litigation costs and expenses, in accordance with the Settlement Agreement, as follows:
5 \$64,821.99 to Lawyers for Justice, PC and \$1,759 to Mallison & Martinez.

6 13. The Court hereby enters Judgment by which Settlement Class Members shall be
7 conclusively determined to have given a release of any and all Released Claims against the
8 Released Parties during the period of time from January 30, 2011 through May 24, 2018, as set
9 forth in the Settlement Agreement and the Notice Packet.

10 14. It is hereby ordered that the Settlement Administrator shall distribute settlement
11 payments to all Settlement Class Members, according to the methodology and terms set forth in
12 the Settlement Agreement.

13 15. It is ordered that any and all checks for payment of Individual Settlement
14 Payments and Individual PAGA Payments issued to Settlement Class Members that are not
15 cashed or deposited within one hundred eighty (180) calendar days after they are issued will be
16 cancelled, and the funds associated with such cancelled checks will be transmitted twenty-five
17 percent (25%) to the State Treasury for deposit in the Trial Court Improvement and
18 Modernization Fund and seventy-five percent (75%) to the State Treasury for deposit into the
19 Equal Access Fund of the Judicial Branch, in accordance with the Settlement Agreement.

20 16. After entry of this Final Approval Order and Judgment, pursuant to California
21 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
22 implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge
23 to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
24 connection with the distribution of settlement benefits.

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1 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
2 Class Members by posting a copy of the Final Approval Order and Judgment on CPT Group,
3 Inc.'s website for a period of at least sixty (60) calendar days after the date of entry of this Final
4 Approval Order and Judgment. No individualized notice shall be required.

5
6 Dated: _____

OCT 05 2018

JOEL R. WOHLFEIL

HONORABLE JOEL R. WOHLFEIL
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On October 10, 2018, I served the following document described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action as follows:

Spencer C. Skeen
Marlene M. Moffitt
Tim L. Johnson

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
4370 La Jolla Village Drive, Suite 990
San Diego, California 92122

Paul S. White
LAW OFFICES OF PAUL S. WHITE
79 E. Daily Drive, #123
Camarillo, California 93010

Attorneys for Defendant ABC Supply Co., Inc.

[X] BY U.S. MAIL

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with U.S. Postal Service on that day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

State of California, Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency by submission through online the system established for the submission of notices and documents, in conformity with California Labor Code section 2699(1). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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STATE

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

Executed on October 10, 2018 at Glendale, California.


Ani Haleblan