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6 SANDER GARZO, individually, and
on behalf of all others similarly situated
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST

11 SANDER GARZO, an individual,
12 on behalf of himself and others similarly
situated,

13 Plaintiff,

14 v.

15 METRO SERVICES GROUP, a California
16 limited liability company; and DOES 1
through 50, inclusive,

17 Defendant.
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Case No. BC618119

CLASS ACTION

[Assigned for all purposes to the Honorable
Ann I. Jones, Dept. 308]

**[AMENDED PROPOSED] ORDER
GRANTING PLAINTIFF SANDER
GARZO'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: November 7, 2017

Time: 9:00 a.m.

Dept.: 308

Action Filed: April 22, 2016

Trial Date: None Set

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

NOV 16 2017

Sherri R. Carter, Executive Officer/Clerk
By V. Jaime, Deputy

RECEIVED
Central Civil West
NOV 13 2017

By: C. Vargas

1 **AMENDED PROPOSED ORDER**

2 On June 30, 2017, the Court issued an order granting preliminary approval of the proposed class
3 action settlement between Plaintiff Sander Garzo ("Plaintiff"), individually and on behalf of all others
4 similarly situated and Defendants Metro Services Group, Metro Services South, Inc., Metro
5 Maintenance, Inc., Metro Express of Northern California, Inc., Pro Forma Business Services, LLC, and
6 Leeding Edge Consulting Services, LLC d/b/a Leading Edge Consulting Services, LLC.
7 ("Defendants").

8 Due and adequate notice having been given to the Class, as defined below, and the Court having
9 considered Plaintiff's Motion for Final Approval of Class Action Settlement ("Motion") the supporting
10 declarations and exhibits thereto, all papers filed and proceedings had herein and having reviewed the
11 record in this Action, and good cause appearing,

12 **IT IS HEREBY ORDERED AS FOLLOWS:**

13 1. The Court adopts all defined terms as set forth in the Stipulation of Class Action
14 Settlement ("Settlement") filed in this action.

15 2. The Court has jurisdiction over all claims asserted in this Action, Plaintiff, the Settlement,
16 Class Members, and Defendants.

17 3. The Court finds that the Settlement was made and entered into in good faith and hereby
18 approves the Settlement as fair, adequate, and reasonable to all Class Members.

19 4. Solely for purposes of effectuating the Settlement, this Court has certified a class defined
20 as: "All individuals employed by Metro Services Group, Metro Services South, Inc., Metro Maintenance,
21 Inc., Metro Express of Northern California, Inc., Pro Forma Business Services, LLC, and Leeding Edge
22 Consulting Services, LLC d/b/a/ Leading Edge Consulting Services, LLC, in the State of California as
23 non-exempt employees at any time from April 22, 2012 through March 20, 2017."

24 5. Plaintiff and Participating Class Members shall have, by operation of this Order, fully,
25 finally, and forever released, relinquished, and discharged Defendants from all "Released Claims," which
26 are defined as "any and all claims, demands, rights, liabilities, and/or causes of action that were pleaded
27 or could have been pleaded against Defendants or any of the Released Parties based upon the factual
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1 allegations set forth in the Complaint filed in this Action and arising at any time during the Class Period.”

2 “Released Parties” means “all Defendants named in the amended complaint, their parent, subsidiary,
3 affiliated and related companies and entities, including all of its/their officers, directors, employees,
4 partners, and agents.” “Class Period” means the period from April 22, 2012 through March 20, 2017.

5 6. The Notice provided to the Class Members conforms with the requirements of California
6 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766
7 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes
8 the best notice practicable under the circumstances, by providing individual notice to all Class Members
9 who could be identified through reasonable effort, and by providing due and adequate notice of the
10 proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the
11 requirements of due process.

12 7. Five individuals opted out of the Settlement and are therefore not bound by the terms of
13 this Judgment. The individuals who opted out of the Settlement are: 1) Vidal Ramos Rivera; 2) Marta A.
14 Soriano; 3) Maria E. Saavedra; 4) Rosemary Martinez; and 5) Martina Meraz.

15 8. The Parties shall bear their own respective attorney’s fees and costs, except as otherwise
16 provided for in the Settlement Agreement and approved by the Court.

17 9. The Court finds that Maximum Settlement Amount, the Net Settlement Amount, and the
18 methodology used to calculate and pay each Participating Class Member’s Individual Settlement
19 Payment are fair and reasonable, and authorizes the Settlement Administrator to pay the Settlement
20 Payments to the Participating Class Members in accordance with the terms of the Settlement.

21 10. Upon entry of this Judgment, compensation to the Participating Class Members shall be
22 effected pursuant to the terms of the Settlement Agreement.

23 11. A total of \$10,000.00 from the Maximum Settlement Amount shall be allocated to
24 penalties under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections
25 2698, *et seq.*, of which \$7,500.00 shall be paid by the Settlement Administrator directly to the California
26 Labor and Workforce Development Agency. The remaining \$2,500.00 shall be part of the Net
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1 Settlement Amount and shall be distributed to Participating Class Members as part of their Individual
2 Settlement Payments.

3 12. The Court hereby approves the payment of \$8,000.00 to Plaintiff as Class Representative
4 Service Award for his services as a class representative.

5 13. From the Maximum Settlement Amount, Class Counsel is awarded \$125,000.00 for their
6 reasonable attorneys' fees and \$17,810.35 for their reasonable costs incurred in this action.

7 14. The Court approves Settlement Administration Costs in the amount of \$21,500.00. Such
8 costs shall be paid from the Maximum Settlement Amount.

9 15. Defendants' employer payroll taxes shall be paid from the Maximum Settlement Amount.
10 Participating Class Members' employees' share of payroll taxes shall also be paid from the Maximum
11 Settlement Amount.

12 16. All Participating Class Members, including Plaintiff, are hereby forever barred and
13 enjoined from prosecuting any of the Released Claims against the Released Parties as provided for in the
14 Settlement.

15 17. The Settlement Administrator will post notice of the Court's Judgment on its website
16 within seven (7) days after entry of this Order and Judgment.

17 18. This Court shall retain jurisdiction with respect to all matters related to the administration
18 and consummation of the Settlement, and any and all claims, asserted in, arising out of, or related to the
19 subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the
20 determination of all controversies relating thereto.

21 19. A non-appearance Case Review re: Final Report re: Distribution of Settlement Funds is set
22 for June 7, 2019 at 8:30 a.m.

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20. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby GRANTED and the Court directs that a separate judgment shall be entered in accordance with the terms of this Order.

IT IS SO ORDERED.

ANN I. JONES

DATED: 11/16/17

HONORABLE ANN I. JONES
Judge of the Superior Court