

MAY 04 2018

Sherri R. Carter, Executive Officer/Clerk
By: Jan Josef Manrique, Deputy

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LOS ANGELES SUPERIOR COURT
APR 27 2018
B. SMITH

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Attorneys for Plaintiff Efren Sillas,
individually, and on behalf of all other similarly situated
current and former employees of Defendants

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES -- CENTRAL CIVIL WEST

EFREN SILLAS, individually, and on
behalf of all other similarly situated current
and former employees of Defendants

Plaintiff,

vs.

ALCO DESIGNS, INC., a corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: BC628288

*[Assigned for all purposes to the SS-12
Honorable Carolyn B. Kuhl, Dept. 309]*

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

*[Filed Concurrently with Plaintiff's Notice
of Motion and Motion for Final Approval
of Class Action Settlement; Memorandum
of Points and Authorities in Support;
Declaration of Farzad Rastegar;
Declaration of Named Plaintiff Efren Sillas
in Support; Declaration of Elizabeth
Kruckenberg on Behalf of Settlement
Administrator with Respect to Opt Outs
and Objections Received]*

Date: May 4, 2018
Time: 10:00 a.m.
Dept.: 309

1 This matter came for a hearing on May 4, 2018 at 10:00 a.m. in Department 309 of the
2 Los Angeles County Superior Court located at 600 South Commonwealth Avenue, Los
3 Angeles, California 9000t, on Plaintiff's unopposed Motion for Order Granting Final Approval
4 of Class Action Settlement pursuant to Rules of Court 3.769 and for an Award of Attorneys'
5 Fees and Costs, this Court's Order Granting Preliminary Approval on November 9, 2017 and
6 Joint Stipulation of Settlement and Release to Settle Class Action as amended September 15,
7 2017 ("Settlement Agreement") and Defendant Alco Designs, Inc.

8
9 Having received and considered the Settlement Agreement, the supporting papers filed
10 by the Parties, the declaration of Elizabeth Kruckenberg on behalf of Phoenix Settlement
11 Administrators, and the evidence and argument received by the Court in conjunction with the
12 Motion for Preliminary Approval of Class Action Settlement granted November 9, 2017, and
13 the Motion for Final Approval, the Court grants final approval of the Settlement and HEREBY
14 ORDERS AND MAKES THE FOLLOWING DETERMINATION.
15

16 1. Pursuant to the Order Granting Preliminary Approval of Class Action
17 Settlement, a Class Notice and Allocaiton Form (collectively "Notice Packet") were mailed
18 together to all members of the Class by first-class U.S. mail. The Notice informed the Class of
19 the nature of the lawsuit, the terms of the settlement, of their right to receive their proportional
20 share of the Net Settlement Amount, the manner and timing of doing so, of their right to
21 dispute the amount of wages being credited to them pursuant to the Settlement Agreement, or
22 exclude themselves from the lawsuit, and the manner and timing for doing so, and of their right
23 to appear in person or through counsel at the final approval hearing and be heard regarding
24 approval of the class settlement, and were informed of the date set for the Final Approval
25 hearing. Adequate periods of time were provided by each of these procedures.
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1 2. The Court finds and determines that this notice procedure afforded adequate
2 protections to the Settlement Class and provides the basis for the Court to make an informed
3 decision regarding approval of the settlement based on the very few requests to be excluded
4 from the settlement. The Court finds and determines that the Class Notice provided in the
5 matter was the best notice practicable, which satisfied the requirements of law and due process.
6

7 3. The Court further finds and determines that the terms of the class settlement are
8 fair, reasonable, and adequate to the Class and to each member of the Settlement Class and that
9 the settlement is ordered finally approved, and that all terms and provisions of the Settlement
10 Agreement should be and hereby are ordered to be enforced and consummated.
11

12 4. The Court has certified a class for settlement purposes ("Settlement Class"), and
13 the Court deems this definition sufficient for purposes of California Rules of Court, Rule
14 3.765(a). The "Settlement Class" is defined as follows:

15 All persons who are or were employed by Defendant as hourly employees in the State
16 of California from July 25, 2012 to May 1, 2017 or the date of Preliminary Approval,
17 whichever is earlier.

18 5. The Court hereby approves the terms set forth in the Settlement Agreement and
19 finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties
20 to effectuate the Settlement Agreement according to its terms. The Court has reviewed the
21 monetary recovery provided as part of the Settlement Agreement and recognizes the significant
22 value accorded to Class Members.
23

24 6. The settlement is not an admission by Defendant, nor is this Order a finding of
25 the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the
26 Settlement Agreement, nor any document referred to herein, nor any action taken to carry out
27 the settlement, shall be construed or deemed an admission of liability, culpability, negligence,
28

1 or wrongdoing on the part of the Defendant.

2 7. The Court finds and determines that the Net Settlement Payments to be paid to
3 participating Settlement Class Members, as provided for by the Settlement Agreement, are fair
4 and reasonable. The Court hereby gives final approval to and ordered the payment of those
5 amounts be made to the participating Settlement Class Members, in accordance with the terms
6 of the Settlement Agreement.

7 8. The Court finds and determines that Class Counsel, having conferred a benefit
8 on the absent individuals comprising the Settlement Class and the participating Settlement
9 Class Members, and having reviewed the Declaration of counsel, the Class Members' response
10 and existence of no objections and only two requests for exclusion, the Court finds and
11 approves the request of Class Counsel for attorneys' fees in the amount of \$96,666.67 and
12 litigations costs in the amount of \$9,449.81. The Court finds that ^{the fees are} ~~the hourly rate requested by~~
13 ~~reasonable in light of the benefit afforded to the class~~
14 ~~Class Counsel are reasonable and appropriate given their experience, skill, reputation,~~
15 ~~by virtue of class counsel's efforts.~~
16 ~~qualifications and the prevailing market rate for work of similar complexity, and having~~
17 ~~expended efforts to secure a benefit to the Settlement Class and the participating Settlement~~
18 ~~Class Members, is entitled to the requested fees and costs.~~

19 8. That the Class Representative's request for a Class Representative Service
20 Payment of \$5,000.00 for the initiation of this action, work performed, risks undertaken, and
21 per the Settlement Agreement, is also hereby approved.

22 10. That Phoenix Settlement Administrators, the appointed Settlement
23 Administrator's fees and costs in the sum of \$8,000.00 for services rendered and to be rendered
24 in connection with the completion of its duties pursuant to the Settlement and as set forth in the
25 Declaration Elizabeth Kruckenberg one behalf of Phoenix Settlement Administrators, in
26 support of the Motion for Final Approval of Class Action Settlement is hereby approved.
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1 11. Neither Defendant nor its subsidiary, parent, affiliated or related entities shall
2 have any further liability for costs, expenses, interest, attorneys' fees, or for any other charge,
3 expense, or liability released under the terms of the Settlement Agreement, except as provided
4 in the Settlement.

5 12. Without affecting the finality of this Order in any way, the Court retains
6 jurisdiction of all matters relating to the interpretation, administration, implementation,
7 effectuation, and enforcement of this Order and Settlement.

8 13. Nothing in this order shall preclude any action to enforce the Parties' obligations
9 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that
10 Defendant make payments to participating Class Members in accordance with the Settlement
11 Agreement.

12 14. The Court hereby enters final judgment in this case in accordance with the terms
13 of the Settlement Agreement, release and retention of claims contained therein, the Order
14 Granting Preliminary Approval, and this Order. Final judgment will be entered after
15 completion of the payments as scheduled according the Settlement Agreement.
16

17 15. This document shall constitute a judgment for purposes of California Rules of
18 Court, Rule 3.769(h). This Judgment is intended to be a final disposition of the above-
19 captioned action in its entirety, and is intended to be immediately appealable.
20

21 16. The Parties shall bear their own costs and attorneys' fees except as otherwise
22 provided by this Order.
23

24 17. Pursuant to the Settlement Agreement, within fourteen (14) calendar days after
25 the entry of the Order of Final Approval of the settlement, Defendant shall make the
26 initial deposit of the Class Settlement Amount necessary to make the payments to the
27 Settlement Class.
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1 18. Six months after the Initial Payment, Defendant shall deliver the balance
2 of the settlement funds that are necessary to pay the Settlement Administrator, the
3 payment for the attorneys' fees and costs to Class counsel, the payment to the Class
4 Representative, and payment to the LWDA. ("Final Payment").
5

6 19. Class Members who have submitted valid and timely requests to be
7 excluded from the Settlement shall no longer be members of the Class, shall not be
8 bound by the terms of the Settlement, and shall receive no benefit from this Settlement.
9 All Class Members who have not excluded themselves from the Settlement, and
10 irrespective of whether a Class Member(s) actually received notice of the Settlement
11 and/or claim to have not received notice of the Settlement, have released their claims
12 against Defendant as set forth in the Settlement Agreement. All Class Members who
13 have not objected to the Settlement, and irrespective of whether a Class Member(s)
14 actually received notice of the Settlement and/or claim to have not received notice of the
15 Settlement, are barred from prosecuting or pursuing any appeal of the Court's Order
16 granting final approval to the Settlement.
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19 20. The Court retains jurisdiction over the administration and effectuation of
20 the settlement including but not limited to, the ultimate disbursal to the participating
21 Class Members, payment of attorneys' fees and costs, the Class Representative
22 enhancement payments, payment to the LWDA and payment for the claims
23 administration expenses and other issues related to this settlement.
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21. If the Settlement does not become final and effective in accordance with the terms of the Settlement Agreement, any and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

22. A final report of the Administrator shall be filed
IT IS SO ORDERED. by March 8, 2019.

Dated: May 4, 2018

15/ CAROLYN B. KUHL
ASSISTANT SUPERVISING JUDGE
COMPLEX CIVIL LITIGATION
Honorable Carolyn B. Kuhl

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3 **PROOF OF SERVICE**

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18
5 years, and not a party to this action. My business address is 22760 Hawthorne Boulevard, Suite
6 200, Torrance, California 90505.

7 On May 10, 2018, I served the following document or documents:

8 **ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS
9 ACTION SETTLEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS AND
10 JUDGMENT**

11 ☒ **Via electronic transmission.** Pursuant to the order of the Court authorizing electronic
12 service, I caused the documents to be sent to the person at the e-mail addresses listed
13 below via CASE ANYWHERE. I did not receive, within a reasonable time after the
14 transmission, any electronic message or other indication that the transmission was
15 unsuccessful.

16 ☒ **By electronic transmission.** Pursuant to California Labor Code section 2699(1)(4), I
17 caused the documents to be sent to the person or entity listed below via
18 <https://dir.tfaforms.net/129>, the online filing system established by the California Labor
19 & Workforce Development Agency for the submission of proposed settlements of civil
20 actions filed pursuant to California Labor Code sections 2698, et seq. I did not receive,
21 within a reasonable time after the transmission, any electronic message or other
22 indication that the transmission was unsuccessful.

23 **Service List**

24 Mark J. Jacobs, Esq. 25 Boris Sorsher, Esq. 26 Nathan K. Low, Esq. 27 FISHER & PHILLIPS LLP 28 2050 Main Street, Suite 1000 Irvine, California 92614 Telephone: (949) 851-2424 Facsimile: (949) 851-0152 <i>(Via Case Anywhere)</i>	Attorneys for Defendant ALCO DESIGNS, INC.
PAGA Administrator California Labor & Workforce Development Agency 1515 Clay Street, Suite 801 Oakland, CA 94612 PAGA@dir.ca.gov <i>(Via Online Filing System - https://dir.tfaforms.net/133)</i>	Address of Record presented by the LWDA to timely process all PAGA related notices and correspondences

1 I declare under penalty of perjury under the laws of the State of California that the above
2 is true and correct. Executed on May 10, 2018, at Torrance, California.

3 
4 Jessica T. Moreno