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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

DFT, INC. WAGE AND HOUR CASES

Coordinated Actions:

ERIC BETANCES vs. DFT, INC. D/B/A
CANNON MANAGEMENT

ROXANA VALDEZ vs. DFT, INC. D/B/A
CANNON MANAGEMENT

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO.: JCCP4882

Honorable John Shepard Wiley, Jr.
Department SSC9

Superior Court of California, County of Los
Angeles: BC559751

Complaint Filed: October 6, 2014

Superior Court of California, County of San
Bernardino: CIVDS1605358

Complaint Filed: April 12, 2016

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

Date: January 18, 2019
Time: 11:00 a.m.
Department: SSC9

1 This matter has come before the Honorable John Shepard Wiley, Jr. in Department SSC9
2 of the above-entitled Court, located at the Spring Street Courthouse, 312 North Spring Street,
3 Los Angeles, California 90012, on Plaintiffs Eric Betances and Roxana Valdez's ("Plaintiffs")
4 Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and Enhancement
5 Payments ("Motion for Final Approval"). Lawyers *for* Justice, PC appeared on behalf of
6 Plaintiffs and the Class, and Jackson Lewis P.C. appeared on behalf of Defendant DFT, Inc.
7 d/b/a Cannon Management ("Defendant").

8 On July 6, 2018, the Court entered an Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
10 settlement of the above-entitled coordinated action ("Action") in accordance with the Stipulation
11 of Class Action and PAGA Settlement and Release and Amendment No. 1 to Stipulation of Class
12 Action and PAGA Settlement and Release (together, "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 hourly-paid or non-exempt individuals employed by Defendant within the
28 State of California between October 6, 2010 and July 6, 2018 ("Class" or
"Class Members").

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

10 5. Pursuant to California law, the Court hereby grants final approval of the
11 Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a
12 whole. More specifically, the Court finds that the Settlement was reached following meaningful
13 discovery and investigation conducted by Lawyers *for* Justice, PC and Girardi & Keese
14 (together, “Class Counsel”); that the Settlement is the result of serious, informed, adversarial,
15 and arms-length negotiations between the parties; and that the terms of the Settlement are in all
16 respects fair, adequate, and reasonable. In so finding, the Court has considered all of the
17 evidence presented, including evidence regarding the strength of Plaintiffs’ cases; the risk,
18 expense, and complexity of the claims presented; the likely duration of further litigation; the
19 amount offered in the Settlement; the extent of investigation and discovery completed; and the
20 experience and views of Class Counsel. The Court has further considered the absence of any
21 objections to the Settlement and that there were only four (4) valid and timely Requests for
22 Exclusion, representing less than 0.5% of the Class Members. Accordingly, the Court hereby
23 directs that the Settlement be affected in accordance with the Settlement Agreement and the
24 following terms and conditions.

25 6. A full opportunity has been afforded to the Class Members to participate in the
26 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
27 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
28 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a

1 timely and valid Request for Exclusion to the Settlement Administrator ("Settlement Class
2 Members") are bound by this Final Approval Order and Judgment.

3 7. The Court finds that payment of Settlement Administration Costs in the amount of
4 \$9,500 is appropriate for the services performed and costs incurred for the notice and settlement
5 administration process. It is hereby ordered that the Settlement Administrator, Phoenix
6 Settlement Administrators, shall issue payment to itself in the amount of \$9,500, in accordance
7 with the Settlement Agreement.

8 8. The Court finds that the Class Representative Enhancement Payments sought are
9 fair and reasonable for the work performed by Plaintiffs on behalf of the Class. It is hereby
10 ordered that the Settlement Administrator issue payment to Plaintiff Eric Betances in the amount
11 of \$7,500 and Plaintiff Roxana Valdez in the amount of \$5,000 as Class Representative
12 Enhancement Payments, according to the terms set forth in the Settlement Agreement.

13 9. The Court finds that the allocation of \$30,000 toward penalties under the
14 California Private Attorneys General Act of 2004 ("PAGA Settlement Amount"), is fair,
15 reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute
16 the PAGA Settlement Amount as follows: the amount of \$22,500 to the California Labor and
17 Workforce Development Agency, and the amount of \$7,500 to be distributed to Settlement Class
18 Members who were employed by Defendant during the time period from October 6, 2013 to July
19 6, 2018 ("PAGA Class Members"), according to the methodology and terms set forth in the
20 Settlement Agreement.

21 10. The Court finds that the request for an award of attorneys' fees in the amount of
22 \$192,500 falls within the range of reasonableness, and the results achieved justify the award
23 sought. The requested attorneys' fees are fair, reasonable, and appropriate, and are hereby
24 approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of
25 \$192,500 for attorneys' fees, in accordance with the Settlement Agreement and the following
26 terms and conditions, as follows: \$154,000 to Lawyers *for* Justice, PC and \$38,500 to Girardi &
27 Keese.

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1 11. The Court finds that reimbursement of litigation costs and expenses in the amount
2 of \$24,570.99 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
3 Settlement Administrator issue payment in the amount of \$24,570.99 to Class Counsel for
4 reimbursement of litigation costs and expenses, in accordance with the Settlement Agreement, as
5 follows: \$11,931.73 to *Lawyers for Justice, PC* and \$12,639.26 to *Girardi & Keese*.

6 12. 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, as set forth in the Settlement Agreement and the Class Notice. Only those
9 Settlement Class Members who cash, deposit, or otherwise negotiate their Individual Settlement
10 Payment checks shall be deemed to have opted in for purposes of the Fair Labor Standards Act
11 ("FLSA") and to have, thereby, released the Released Parties of the Released Claims which arise
12 under the FLSA.

13 13. It is hereby ordered that Defendant shall fund the Maximum Settlement Amount
14 within seven (7) calendar days after the Effective Date, in accordance with the Settlement
15 Agreement.

16 14. It is hereby ordered that the Settlement Administrator shall distribute checks for
17 payment of Individual Settlement Payments to Settlement Class Members and Individual PAGA
18 Payments to PAGA Class Members, according to the terms set forth in the Settlement
19 Agreement.

20 15. It is hereby ordered that all Individual Settlement Payment checks issued to
21 Settlement Class Members and Individual PAGA Payment checks issued to PAGA Class
22 Members will be valid and negotiable for at least one hundred eighty (180) calendar days after
23 they are issued. The funds represented by settlement checks that are returned as undeliverable
24 and that have not been cashed or deposited for more than one hundred eighty (180) calendar days
25 after they are issued, shall be tendered as follows, as follows: twenty-five percent (25%) to the
26 State Treasury for deposit in the Trial Court Improvement and Modernization Fund and seventy-
27 five percent (75%) to the State Treasury for deposit into the Equal Access Fund of the Judicial
28 Branch.

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

6 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
7 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix
8 Settlement Administrators' website for a period of at least sixty (60) calendar days after the date
9 of entry of this Final Approval Order and Judgment. No individualized notice shall be required.

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11 Dated: _____

HONORABLE JOHN SHEPARD WILEY, JR.
JUDGE OF THE SUPERIOR COURT