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

12 DFT, INC. WAGE AND HOUR CASES

13 Coordinated Actions:

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

16
17 ROXANA VALDEZ vs. DFT, INC. D/B/A
18 CANNON MANAGEMENT

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO.: JCCP4882

Honorable Yvette M. Palazuelos
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

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

Date: March 12, 2019
Time: 10:00 a.m.
Department: SSC9

1 This matter has come before the Honorable Yvette M. Palazuelos in Department SSC9 of
2 the above-entitled Court, located at the Spring Street Courthouse, 312 North Spring Street, Los
3 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 Stipulation of Class Action and PAGA Settlement and Release ("Original Agreement") and
11 Amendment No. 1 to Stipulation of Class Action and PAGA Settlement and Release, which,
12 together with Amendment No. 2 to Stipulation of Class Action and PAGA Settlement and
13 Release (collectively, "Settlement," "Agreement," or "Settlement Agreement"), set forth the
14 terms and conditions for settlement of the above-entitled coordinated action ("Action"). The
15 Action consists of the matters entitled *Eric Betances v. DFT, Inc. d/b/a Cannon Management*,
16 Los Angeles County Superior Court Case No. BC559751, and *Roxana Valdez v. DFT, Inc. d/b/a*
17 *Cannon Management*, San Bernardino County Superior Court Case No. CIVDS1605358
18 (collectively, the "Lawsuits").

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

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

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

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

26 3. The Court finds that the applicable requirements of California Code of Civil
27 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with
28 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional

1 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
2 The Class is hereby defined to include:

3 All hourly-paid or non-exempt individuals employed by Defendant within the
4 State of California between October 6, 2010 and July 6, 2018 ("Class" or
"Class Members").

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

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

1 6. A full opportunity has been afforded to the Class Members to participate in the
2 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
3 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
4 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a
5 timely and valid Request for Exclusion to the Settlement Administrator are bound by this Final
6 Approval Order and Judgment.

7 7. The Court finds that Class Members Hector Aquino, John Michael Gibson,
8 Andrew Olague, and Shantel Del Rosario, have timely and validly opted out of the Settlement
9 and will not be bound by this Final Approval Order and Judgment.

10 8. The Court finds that payment of Settlement Administration Costs in the amount of
11 \$9,500 is appropriate for the services performed and costs incurred for the notice and settlement
12 administration process. It is hereby ordered that the Settlement Administrator, Phoenix
13 Settlement Administrators, shall issue payment to itself in the amount of \$9,500, in accordance
14 with the Settlement Agreement.

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

20 10. The Court finds that the allocation of \$30,000 toward penalties under the
21 California Private Attorneys General Act of 2004 ("PAGA Settlement Amount"), is fair,
22 reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute
23 the PAGA Settlement Amount as follows: the amount of \$22,500 to the California Labor and
24 Workforce Development Agency, and the amount of \$7,500 to be distributed to Settlement Class
25 Members who were employed by Defendant during the time period from October 6, 2013 to July
26 6, 2018 ("PAGA Class Members"), according to the methodology and terms set forth in the
27 Settlement Agreement.

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1 11. The Court finds that the request for an award of attorneys' fees in the amount of
2 \$192,500 to Class Counsel falls within the range of reasonableness, and the results achieved
3 justify the award sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and
4 appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator
5 issue payment in the amount of \$192,500 for attorneys' fees, in accordance with the Settlement
6 Agreement and the following terms and conditions, as follows: \$154,000 to Lawyers *for* Justice,
7 PC and \$38,500 to Girardi & Keese.

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

13 13. The Court hereby enters Judgment by which Settlement Class Members shall be
14 conclusively determined to have given a release of any and all Released Claims against the
15 Released Parties, as set forth in the Settlement Agreement and the Class Notice. Only those
16 Settlement Class Members who cash, deposit, or otherwise negotiate their Individual Settlement
17 Payment checks shall be deemed to have opted in for purposes of the Fair Labor Standards Act
18 ("FLSA") and to have, thereby, released the Released Parties of the Released Claims which arise
19 under the FLSA.

20 14. As used in paragraph 13, the quoted terms have the meanings set forth below:

21 (a) "Settlement Class Member(s)" or "Settlement Class" means all hourly-paid
22 or non-exempt individuals employed by Defendant within the State of
23 California between October 6, 2010 and July 6, 2018, who did not submit
24 a timely and valid Request for Exclusion to the Settlement Administrator.

25 (b) "Released Claims" means all of the claims described in section 33 of the
26 Original Agreement, as follows:

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1 All allegations, claims, rights, demands, liabilities and causes of action
2 of any nature and description, against Defendant and Released Parties
3 under state, federal, or local law, whether statutory, constitutional,
4 contractual, common law, and administrative law claims, made or
5 which could have been made in the Action, based on the allegations in
6 the Lawsuits and amendments thereto, from October 6, 2010 through
7 July 6, 2018, including the following claims and any corresponding or
8 related claims under the Fair Labor Standards Act: failure to pay for all
9 hours worked, including but not limited to minimum wage and
10 overtime hours; failure to provide meal periods and failure to pay
11 associated premium payments; failure to provide rest breaks and
12 failure to pay associated premium payments; failure to timely pay
wages during employment; failure to reimburse business expenses;
failure to keep accurate payroll records; failure to provide compliant
wage statements; failure to timely pay all wages due at time of
separation and associated waiting time penalties; failure to comply
with the California Labor Code and associated PAGA civil penalties;
and alleged violation of the California Business and Professions Code
section 17200, *et seq.*, including, but not limited to, injunctive relief,
punitive damages, liquidated damages, penalties of any nature,
interest, fees, and costs.

13 (c) "Released Parties" means:

14 Defendant and any of its current and former parents, subsidiaries,
15 affiliates, divisions, successors, assigns, and officers, directors,
employees, and shareholders thereof, if any.

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

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

23 17. It is hereby ordered that all Individual Settlement Payment checks issued to
24 Settlement Class Members and Individual PAGA Payment checks issued to PAGA Class
25 Members will be valid and negotiable for at least one hundred eighty (180) calendar days after
26 they are issued. The parties shall file a declaration from the Settlement Administrator after the
27 expiration of the 180-day period and no later than December 20, 2019, reporting the total amount
28 that was actually paid to the Settlement Class Members and PAGA Class Members and the total

1 amount that was not cashed or deposited ("Final Report"). After the Final Report is filed with
2 the Court, the funds represented by settlement checks that are returned as undeliverable and that
3 have not been cashed or deposited for more than one hundred eighty (180) calendar days after
4 they are issued shall be transmitted in conformity with California Code of Civil Procedure
5 section 384, to LA Family Housing.

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

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

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16 Dated: _____

HONORABLE YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT