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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**
11

12 NICHOLAS WILKERSON, individually
and on behalf of all similarly situated
13 individuals,

14 Plaintiff,

15 v.

16 OFFICIAL PEST PREVENTION, INC., a
Delaware corporation, and DOES 1
17 through 10, inclusive,

18 Defendants.
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CASE NO: 34-2022-00328182

Assigned to the Hon. Laura Damrell, Dept. 28

CLASS ACTION

**~~AMENDED PROPOSED~~ ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

DATE: November 17, 2023

TIME: 9:00 a.m.

DEPT.: 28

Action Filed: October 10, 2022

BY FAX



1 Plaintiff's Motion for an Order Granting Final Approval of Class Action Settlement came
2 before this Court on November 17, 2023. The above-captioned Action is a class action lawsuit
3 brought by Plaintiff Nicholas Wilkerson ("Plaintiff") against Defendant Official Pest Prevention,
4 Inc. ("Defendant") (collectively, the "Parties"). Plaintiff alleges, on behalf of a class of certain of
5 Defendant's current and former employees, that Defendant failed to pay all wages, failed to provide
6 rest periods or compensation in lieu thereof, failed to pay wages due timely during and upon
7 separation of employment, and failed to comply with itemized wage statement provisions.
8 Defendant denies any and all alleged wrongdoing and denies any liability to Plaintiff or to members
9 of the Class. Defendant contends that that it has complied at all times with California law, including
10 the California Labor Code, the Industrial Commission Wage Orders, and the California Business
11 and Professions Code.

12 On August 24, 2023, this Court entered an Order Granting Preliminary Approval of
13 Settlement, resulting in certification of the following provisional Settlement Class: all non-exempt
14 employees of Defendant in California at any time between October 10, 2018 and August 5, 2023.

15 The Preliminary Approval Order further directed the Parties to provide Notice to the Class,
16 which informed absent Class Members of: (a) the proposed Settlement, and the Settlement's key
17 terms; (b) the date, time and location of the Final Approval Hearing; (c) the right of any Class
18 Member to object to the proposed Settlement, and an explanation of the procedures to exercise that
19 right; (d) the right of any Class Member to exclude themselves from the proposed Settlement, and
20 an explanation of the procedures to exercise that right; and (e) an explanation of the procedures for
21 Class Members to participate in the proposed settlement.

22 The Court, upon Notice having been given as required in the Preliminary Approval Order,
23 and having considered the Settlement Agreement and Release of Claims (the "Settlement"), as well
24 as all papers filed, hereby **ORDERS, ADJUDGES AND DECREES AS FOLLOWS:**

25 1. This Court has jurisdiction over the subject matter of the Action and over all Parties
26 to the Action, including all members of the Settlement Class and all Aggrieved Employees.
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1 2. The Court finds that the Settlement Class is properly certified for settlement
2 purposes only.

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

10 4. The Court finds the settlement was entered into in good faith, that the Settlement is
11 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
12 requirements for final approval of this class action settlement under California law, including the
13 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
14 3.769.

15 5. The Court approves the Gross Settlement Amount of One Million Twenty-Seven
16 Thousand Two Hundred Fifty-Eight Dollars and Eighty-Three Cents (\$1,027,258.83).

17 6. Zero (0) Class Members have objected to the terms of the Settlement.

18 7. Two (2) Class Members have requested exclusion from the Settlement. Josh
19 Purewal and Michael Brown shall not be bound by the terms of the Settlement Agreement or this
20 Order and Judgment.

21 8. Upon entry of this Order, compensation to the Class Members and all Aggrieved
22 Employees shall be affected pursuant to the terms of the Settlement.

23 9. In addition to any recovery that Plaintiff may receive from the Net Settlement
24 Proceeds, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court
25 hereby approves the payment of Service Payment and General Release Payment to Plaintiff
26 Nicholas Wilkerson in the amount of Twelve Thousand Dollars (\$12,000). This shall be paid from
27 the Gross Settlement Amount.
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1 10. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
2 Three Hundred Forty-Two Thousand Four Hundred Nineteen Dollars and Sixty-One Cents
3 (\$342,419.61), and the reimbursement of litigation expenses in the sum of Thirteen Thousand Four
4 Hundred Sixty-Three Dollars and Seventy Cents (\$13,463.70). This shall be paid from the Gross
5 Settlement Amount.

6 11. The Court approves and orders payment in the amount of Eleven Thousand Dollars
7 (\$11,000) to Phoenix Class Action Administration Solutions for performance of its settlement
8 administration services. This shall be paid from the Gross Settlement Amount.

9 12. The Court approves and orders payment in the amount of Seventy-Five Thousand
10 Dollars (\$75,000) to the California Labor and Workforce Development Agency for its 75% share
11 of PAGA penalties, and Twenty-Five Thousand Dollars (\$25,000) shall be paid to Aggrieved
12 Employees as part of the Net Settlement Proceeds. This shall be paid from the Gross Settlement
13 Amount.

14 13. Upon the entry of this Order and Judgment, Plaintiff and all Class Members who
15 did not exclude themselves from the Settlement and all Aggrieved Employees shall be bound by
16 the releases of claims as set forth in the Settlement.

17 14. This "Judgment" is intended to be a final disposition of the above captioned action
18 in its entirety, and is intended to be immediately appealable.

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

23 **IT IS SO ORDERED.**

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25 Dated: 12/15/2023



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27 **Lauri A. Damrell / Judge**
28 JUDGE OF THE SUPERIOR COURT

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_____ (For messenger) my business address is:

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X (BY x U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of 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 in affidavit.

Executed on November 6, 2023, at Westlake Village, California.


JEREMY REYES