

1. A judgment, decree, or order was entered in this action on *(date)*: July 15, 2019, July 16, 2019
2. A copy of the judgment, decree, or order is attached to this notice.
Exhibit A- Minute Order; Final Approval Order and Judgment

Edwin Aiwazian

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

(SIGNATURE)

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SACRAMENTO
GORDON D SCHABER COURTHOUSE

MINUTE ORDER

DATE: 07/15/2019

TIME: 09:00:00 AM

DEPT: 54

JUDICIAL OFFICER PRESIDING: Christopher Krueger

CLERK: G. Toda

REPORTER/ERM:

BAILIFF/COURT ATTENDANT: N. Alvi, R. Mays

CASE NO: **34-2016-00189662-CU-OE-GDS** CASE INIT.DATE: 01/26/2016

CASE TITLE: **Costeiu vs. Intertek Testing Services**

CASE CATEGORY: Civil - Unlimited

EVENT TYPE: Motion - Other - Civil Law and Motion

APPEARANCES

Stephanie Ponek, telephonic for Costeiu, Quentin (Plaintiff)
Coby Turner, for Intertek Testing Services (Defendant)

Nature of Proceeding: Motion for Final Approval of Class Action Settlement

TENTATIVE RULING

APPEARANCE REQUIRED.

Plaintiffs' motion for final approval of class action settlement is UNOPPOSED and is GRANTED.

This is a putative class action for violations of a number of wage and hour laws. The parties seek approval of a maximum gross settlement in the total sum of \$1,100,000. The defendant retains settlements earmarked for opt outs, and any settlement checks not cashed within 180 days will be cancelled and those funds delivered to Legal Aid at Work. Plaintiff's attorneys will receive fees up to \$385,000 (35% of the Gross Settlement) plus litigation costs and expenses of \$24,559.38. The class representative will receive a service payment in a sum of \$8,000; fees to the claims administrator shall not exceed \$14,313. \$11,000 of the settlement is allocated for Private Attorney General Act ("PAGA") penalties, of which the LWDA will receive \$8,250, representing its 75% portion of the settlement allocated to the settlement of claims under the PAGA. The Court notes that the settlement requires that Class Counsel provide the requisite notice of settlement to the LWDA. (Settlement §§ 8.2, 18.2, 18.3.)

No objection has been filed and three Requests for Exclusion from the settlement have been submitted. Provided that no objection is asserted by any class member at the hearing on this matter, the Court will sign the proposed order submitted with the moving papers.

The Court will sign the Final Approval of Order and Judgment submitted.

COURT RULING

There being no objection, the Court affirmed the tentative ruling. The Court will sign the Final Approval

of Order and Judgment submitted.

FILED
ENDORSED

2018 JUL 16 PM 2:20

SACRAMENTO COURTS
DEPT. #54

1 Edwin Aiwarzian (SBN 232943)
Arby Aiwarzian (SBN 269827)
2 Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
3 410 West Arden Avenue, Suite 203
Glendale, California 91203
4 Tel: (818) 265-1020 / Fax: (818) 265-1021

5 Attorneys for Plaintiff and the Class

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7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SACRAMENTO

10 QUENTIN COSTEIU; individually, and on
11 behalf of other members of the general public
12 similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

13 Plaintiff,

14 vs.

15 INTERTEK TESTING SERVICES, an
16 unknown business entity; INTERTEK USA
INC., an unknown business entity; and DOES
17 1 through 100, inclusive,

18 Defendants.

Case No.: 34-2016-00189662

Honorable Christopher E. Krueger
Department 54

CLASS ACTION

CEK
~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT

Date: July 15, 2019
Time: 9:00 a.m.
Department: 54

Complaint Filed: January 26, 2016
Trial Date: None Set

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[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT



File by Fax

1 This matter has come before the Honorable Christopher E. Krueger in Department 54 of
2 the above-entitled Court, located at Hall of Justice, 813 6th Street, Sacramento, California 95814,
3 on Plaintiff Quentin Costciu's ("Plaintiff") Motion for Final Approval of Class Action Settlement,
4 Attorneys' Fees, Costs, and Service Award ("Motion for Final Approval"). Lawyers for Justice,
5 PC appeared on behalf of Plaintiff and Seyfarth Shaw LLP appeared on behalf of Defendants
6 Intertek USA, Inc. and Intertek Testing Services N.A., Inc. (collectively, "Defendants").

7 On March 27, 2019, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
9 of the above-entitled action ("Action") in accordance with the Class Action and PAGA Settlement
10 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), which, together with the
11 exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

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

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

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

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

19 3. The Court finds that the applicable requirements of California Code of Civil
20 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
21 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
22 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
23 hereby defined to include:

24 All current and former hourly-paid or non-exempt employees who
25 worked for Defendants within the State of California at any time from
January 26, 2012 to March 27, 2019 ("Class" or "Class Members").

26 4. The Notice of Settlement of Class Action and Settlement Hearing ("Class Notice")
27 that was provided to the Class Members, fully and accurately informed the Class Members of all
28 material elements of the Settlement and of their opportunity to participate in, object to or comment

1 thereon, or to seek exclusion from, the Settlement; was the best notice practicable under the
2 circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with
3 the laws of the State of California, the United States Constitution, due process and other applicable
4 law. The Class Notice fairly and adequately described the Settlement and provided the Class
5 Members with adequate instructions and a variety of means to obtain additional information.

6 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
7 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
8 specifically, the Court finds that the Settlement was reached following meaningful discovery and
9 investigation conducted by Lawyers for Justice, PC ("Class Counsel"); that the Settlement is the
10 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
11 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
12 Court has considered all of the evidence presented, including evidence regarding the strength of
13 Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely duration of
14 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
15 completed; and the experience and views of Class Counsel. The Court has further considered the
16 absence of objections to the Settlement and that there were only three (3) requests for exclusion
17 from the Settlement ("Requests for Exclusion") submitted by Class Members. Accordingly, the
18 Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement
19 and the following terms and conditions.

20 6. A full opportunity has been afforded to the Class Members to participate in the
21 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
22 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
23 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a
24 timely and valid Request for Exclusion to the Settlement Administrator ("Settlement Class
25 Members") are bound by this Final Approval Order and Judgment.

26 7. The Court finds that Class Members, David R. Rusk, Shadia Hanna, and Tony
27 Macias, have timely and validly opted out of the Settlement and will not be bound by this Final
28 Approval Order and Judgment, and the portion of the Net Settlement Amount attributed to each of

1 the Class Members who opted out of the Settlement shall be retained by Defendants.

2 8. The Court finds that payment of Settlement Administration Costs in the amount of
3 \$14,313 is appropriate for the services performed and costs incurred and to be incurred for the
4 notice and settlement administration process. It is hereby ordered that the Settlement
5 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$14,313, in
6 accordance with the Settlement Agreement.

7 9. The Court finds that the Service Award sought is fair and reasonable for the work
8 performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
9 Administrator issue payment in the amount of \$8,000 to Plaintiff Quentin Costeu for his Service
10 Award, according to the terms set forth in the Settlement Agreement.

11 10. The Court finds that the allocation of \$11,000 toward penalties under the California
12 Private Attorneys General Act of 2004 ("PAGA Settlement Amount"), is fair, reasonable, and
13 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
14 Settlement Amount as follows: the amount of \$8,250 to the California Labor and Workforce
15 Development Agency, and the amount of \$2,750 to be included in the Net Settlement Amount for
16 distribution to Settlement Class Members, according to the terms set forth in the Settlement
17 Agreement.

18 11. The Court finds that the request for attorneys' fees in the amount of \$385,000 to
19 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
20 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
21 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
22 amount of \$385,000 to Lawyers *for* Justice, PC for attorneys' fees, in accordance with the
23 Settlement Agreement.

24 12. The Court finds that reimbursement of litigation costs and expenses in the amount
25 of \$24,559.38 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
26 Settlement Administrator issue payment in the amount of \$24,559.38 to Lawyers *for* Justice, PC
27 for reimbursement of litigation costs and expenses, in accordance with the Settlement Agreement.

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1 13. The Court hereby enters Judgment by which Settlement Class Members shall be
2 conclusively determined to have given a release of any and all Released Claims against the
3 Released Parties arising during the period from January 26, 2012 to March 27, 2019, as set forth
4 in the Settlement Agreement and Class Notice.

5 14. It is hereby ordered that Defendants shall transmit the settlement funds to the
6 Settlement Administrator within twenty (20) calendar days of the Final Effective Date, in
7 accordance with the Settlement Agreement.

8 15. It is hereby ordered that the Settlement Administrator shall distribute Class Member
9 Payments to Settlement Class Members within thirty (30) calendar days after the Final Effective
10 Date, according to the methodology and terms set forth in the Settlement Agreement.

11 16. It is ordered that any and all Class Member Payment Checks issued to Settlement
12 Class Members that are not cashed within one hundred eighty (180) calendar days after issuance
13 will be cancelled, and funds associated with such cancelled Class Member Payment Checks shall
14 be transmitted to Legal Aid at Work.

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

20 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
21 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s
22 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
23 Order and Judgment. Individualized notice is not required.

24
25 Dated: 7-16-19



HONORABLE CHRISTOPHER E. KRUEGER
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On July 19, 2019, I served the foregoing document(s) described as **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action as follows:

Andrew M. Paley (apaley@seyfarth.com)
Duwayne A. Carr (DaCarr@seyfarth.com)
SEYFARTH SHAW LLP
2029 Century Park East, Suite 3500
Los Angeles, California 90067-3021

Andrew M. McNaught (AMcNaught@seyfarth.com)
SEYFARTH SHAW LLP
560 Mission Street, 31st Floor
San Francisco, California 94105

Coby M. Turner (CTurner@seyfarth.com)
SEYFARTH SHAW LLP
400 Capitol Mall, Suite 2350
Sacramento, California 95814-4428

Attorneys for Defendants Intertek USA, Inc. and Intertek Testing Services N.A., Inc.

[X] BY U.S. MAIL

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with U.S. Postal Service on that day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the 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 an affidavit.

State of California Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

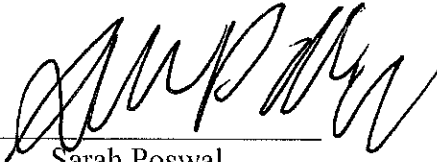
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☒ **STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 19, 2019, at Glendale, California.



Sarah Poswal