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FILED
Superior Court of California
County of Los Angeles

08/19/2024

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ELENA ORELLANA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

LIBERTY BUILDING MAINTENANCE &
SERVICES, INC., a California Corporation; and
DOES 1 through 100,

Defendants.

Case No. 22STCV19544

*[Assigned for all purposes to the Hon. David
S. Cunningham III, Dept. SSC-11]*

**~~[PROPOSED]~~ JUDGMENT AND
ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: August 19, 2024
Time: 9:00 a.m.
Dept: SSC-11

Action Filed: June 15, 2022
Trial Date: None Set

1 **[PROPOSED] ORDER & JUDGMENT**

2 The Motion of Plaintiffs Elena Orellana and Rocio Navarro (“Plaintiffs”) for Final
3 Approval of Class Action Settlement, Class Representative Enhancement Payments, and
4 Attorneys’ Fees and Costs (“Final Approval Motion”) came on regularly for hearing before this
5 Court on August 19, 2024, at 9:00 a.m., pursuant to California Rule of Court 3.769 and this
6 Court’s earlier Order Granting Preliminary Approval of Class Action Settlement (“Preliminary
7 Approval Order”). Having considered the parties’ Stipulation of Settlement (“Settlement
8 Agreement” or “Settlement”), and the documents and evidence presented in support thereof, and
9 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
10 prosecution, and the substantial benefits to be received by the Settlement Class pursuant to the
11 Settlement, the Court hereby makes a final ruling that the Settlement is fair, reasonable, and
12 adequate, and is the product of good faith, arm’s-length negotiations between the parties. Good
13 cause appearing therefor, the Court hereby GRANTS Plaintiffs’ Final Approval Motion and
14 hereby ORDERS the following:

15 1. Final judgment is hereby entered in conformity with the Settlement Agreement
16 and this Final Approval Order.

17 2. The conditional class certification is hereby made final, and the Court thus
18 certifies, for purposes of the Settlement, the following Settlement Class:

19 All current and former non-exempt employees who worked for Defendant
20 Liberty Building Maintenance & Services, Inc. in California from June 15,
21 2018 through April 1, 2021 (the “Class Period”).

22 3. Plaintiffs are hereby confirmed as Class Representatives. Paul K. Haines, Sean M.
23 Blakely, and Joel M. Gordon of Haines Law Group, APC are hereby confirmed as Class Counsel.

24 4. On April 4, 2024, notice was provided to Settlement Class members as set forth in
25 the Settlement, which was approved by the Court on March 7, 2024, and the notice process has
26 been completed in conformity with the Settlement and the Court’s Preliminary Approval Order.
27 The Court finds that said notice was the best notice practicable under the circumstances. The
28 Class Notice provided due and adequate notice of the proceedings and matters set forth therein,
informed Settlement Class members of their rights, and fully satisfied the requirements of

California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

5. The Court finds that no Settlement Class member objected to the Settlement, that no Settlement Class member opted out of the Settlement, and that the 100% participation rate in the Settlement supports final approval.

6. The Court hereby approves the settlement as set forth in the Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to its terms.

7. For purposes of settlement only, the Court finds that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Class Representatives are typical of the claims of the Settlement Class members; (d) the Class Representatives have fairly and adequately protected the interests of the Settlement Class members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representatives and the Settlement Class.

8. The Court finds that given the absence of objections to the Settlement, this Order shall be considered final as of the date of entry.

9. The Court finds that the Individual Settlement Awards, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the Individual Settlement Awards in conformity with the terms of the Settlement.

10. The Court orders Defendant Liberty Building Maintenance & Services, Inc. (“Defendant”) to deposit the Gross Settlement Amount of \$550,000.00 with the Settlement Administrator, Phoenix Settlement Administrators, within thirty (30) calendar days of the Effective Date, in accordance with the terms of the Settlement Agreement.

11. The Court finds that an Enhancement Payment in the amount of \$7,500.00 to Plaintiff Orellana and \$5,000.00 to Plaintiff Navarro is appropriate for Plaintiffs’ risks undertaken and their service to the Settlement Class. The Court finds that these payments are fair, reasonable,

1 and adequate, and orders that the Settlement Administrator make these payments in conformity
2 with the terms of the Settlement.

3 12. The Court finds that attorneys' fees in the amount of \$183,333.33 and litigation
4 costs of \$24,149.39 for Class Counsel are fair, reasonable, and adequate in light of the common
5 fund created by the Settlement, and orders that the Settlement Administrator distribute these
6 payments to Class Counsel in conformity with the terms of the Settlement.

7 13. The Court orders that the Settlement Administrator shall be paid \$9,500.00 from
8 the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work
9 done and to be done until the completion of this matter and finds that sum appropriate.

10 14. The Court finds that the payment to the California Labor & Workforce
11 Development Agency ("LWDA") in the amount of \$7,500.00 for its share of the settlement of
12 Plaintiffs' representative claim under the PAGA is fair, reasonable, and adequate, and orders the
13 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
14 of the Settlement.

15 15. This Court orders that any settlement checks shall be negotiable for 180 calendar
16 days from the date of issuance of the check, and that any settlement checks that remain uncashed
17 after 180 days after they are mailed shall be distributed to Inner City Law Center as a *cy pres*
18 beneficiary.

19 16. Upon the Effective Date and Defendant's complete funding of the Gross
20 Settlement Amount, Plaintiffs and Settlement Class members will fully release and discharge
21 Defendant, and all of its past and present officers, directors, shareholders, direct and/or indirect
22 owners, members, parents, trustees, fiduciaries, beneficiaries, subrogees, executors, partners,
23 joint employers, employees, predecessors, successors, assigns, affiliates, brother and sister
24 corporations, agents, principals, heirs, representatives, attorneys, insurers, accountants,
25 administrators, auditors, consultants, divisions, related companies, related entities, and all of their
26 respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys
27 (the "Released Parties") from all claims, demands, rights, liabilities and causes of action that were
28 pled in the Second Amended Class and Representative Action Complaint ("SAC") that arose

1 during the Class Period, including claims for: (a) minimum wage violations, including but not
2 limited to claims relating to travel time; (b) failure to pay all overtime wages, including but not
3 limited to claims relating to travel time; (c) failure to provide all meal periods in accordance with
4 California law; (d) failure to authorize and permit all rest periods in accordance with California
5 law; (e) failure to reimburse for necessary business expenses (including but not limited to claims
6 for travel time and mileage); (f) failure to furnish accurate and itemized wage statements; (g)
7 failure to pay all wages owed upon separation of employment; (h) all claims for unfair business
8 practices that could have been premised on the facts, claims, causes of action or legal theories of
9 relief pled in the SAC; and (i) all damages, penalties, interest, costs (including attorney's fees),
10 and other amounts recoverable under said claims or causes of action as to the facts and/or legal
11 theories alleged or which could have been alleged in the SAC (collectively, the "Class Released
12 Claims"). The period of the Class Released Claims shall extend to the limits of the Class Period.
13 In addition, all Settlement Class members (regardless of whether they opt out) who worked during
14 the Class Period are "Aggrieved Employees" and shall release the Released Parties from all claims
15 for civil penalties under PAGA as disclosed in Plaintiff's October 21, 2022 Notification Letter to
16 the Labor and Workforce Development Agency ("LWDA") ("the PAGA Released Claims").

17 17. This document shall constitute a final judgment pursuant to California Rule of
18 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
19 approval hearing, the court must make and enter judgment. The judgment must include a
20 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
21 judgment. The court may not enter an order dismissing the action at the same time as, or after,
22 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final
23 Approval Order, and this Judgment.

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1 18. Plaintiff shall file a Final Disbursement Declaration on or before August 19, 2025.
2 A Non-Appearance Case Review Re: Filing of Final Disbursement Declaration is set for
3 _____ August 18 _____, 2025 at 8:30 AM



A handwritten signature in black ink, reading "David S. Cunningham III". The signature is written in a cursive, flowing style.

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5 Dated: 08/19/2024, ~~2024~~

David S. Cunningham III / Judge
Honorable David S. Cunningham III
Judge of the Superior Court