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and Proposed Class Counsel

FILED
Superior Court of California,
County of Imperial
06/15/2023 at 11:11:11 AM
By: Leana Dale, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF IMPERIAL

DAVID FERGONISE, on behalf of
himself and on behalf of all similarly
situated individuals,

Plaintiff,

v.

TRI-ROTOR, L.L.C., an Arizona limited
liability company, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: ECU002469

*Assigned to the Honorable L. Brooks Anderholt,
Dept. 9*

CLASS ACTION

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

DATE: June 15, 2023

TIME: 8:30 a.m.

DEPT.: 9

Action Filed: July 7, 2022

1 Plaintiff's Motion for an Order Granting Final Approval of Class Action Settlement came
2 before this Court on June 15, 2023. The above-captioned Action is a class action lawsuit brought
3 by Plaintiff David Fergonise ("Plaintiff") against Defendant Tri-Rotor, L.L.C. ("Defendant")
4 (collectively, the "Parties"). Plaintiff alleges, on behalf of a class of certain of Defendant's current
5 and former employees, that Defendant failed to pay all wages, failure to pay reporting time pay,
6 failed to provide meal and rest periods or compensation in lieu thereof, failed to reimburse business
7 expenses, failed to pay wages due timely upon separation of employment, and failed to comply
8 with itemized wage statement provisions. Defendant denies any and all alleged wrongdoing and
9 denies any liability to Plaintiff or to members of the Class. Defendant contends that that it has
10 complied at all times with California law, including the California Labor Code, the Industrial
11 Commission Wage Orders, and the California Business and Professions Code.

12 On March 1, 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 employed by Defendant in California at any time between July 7, 2018 and January 14,
15 2023.

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

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

26 1. This Court has jurisdiction over the subject matter of the Action and over all Parties
27 to the Action, including all members of the Settlement Class.
28

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 Eighty-Five Thousand Dollars
16 (\$85,000).

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

18 7. Zero (0) Class Members have requested exclusion from the Settlement.

19 8. Upon entry of this Order, compensation to the Class Members shall be affected
20 pursuant to the terms of the Settlement.

21 9. In addition to any recovery that Plaintiff may receive from the Net Settlement Sum,
22 and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court hereby
23 approves the payment of Enhancement Payment to Plaintiff David Fergonise in the amount of Five
24 Thousand Dollars (\$5,000). This shall be paid from the Gross Settlement Amount.

25 10. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
26 Thirty-Four Thousand Dollars (\$34,000), and the reimbursement of litigation expenses in the sum
27
28

1 of Eight Thousand Nineteen Dollars and Twenty Cents (\$8,019.20). This shall be paid from the
2 Gross Settlement Amount.

3 11. The Court approves and orders payment in the amount of Three Thousand Five
4 Hundred Dollars (\$3,500) to Phoenix Class Action Administration Solutions for performance of its
5 settlement administration services. This shall be paid from the Gross Settlement Amount.

6 12. The Court approves and orders payment in the amount of Three Thousand Dollars
7 (\$3,000) to the California Labor and Workforce Development Agency for its 75% share of PAGA
8 penalties, and One Thousand Dollars (\$1,000) to the Aggrieved Employees. This shall be paid
9 from the Gross Settlement Amount.

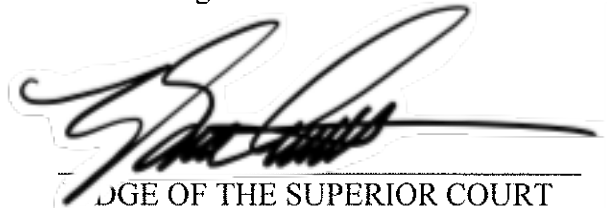
10 13. Upon the entry of this Order and Judgment, Plaintiff and all Class Members who
11 did not exclude themselves from the Settlement shall be bound by the releases of claims as set forth
12 in the Settlement.

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

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

19 **IT IS SO ORDERED.**

20
21 Dated: 06/15/2023


JUDGE OF THE SUPERIOR COURT