

J. GILL LAW GROUP, P.C.

Jasmin K. Gill, Esq. (SBN 315090)

jasmin@jgilllaw.com

Sacha Pomares, Esq. (SBN 337642)

sacha@jkgilllaw.com

515 South Flower Street, Suite 1800

Los Angeles, California 90071

Tel: (213) 459-6023; Fax: (310) 728-2137

Attorneys for Plaintiff, HANI ALMORISI, as an individual and
on behalf of all others similarly situated and aggrieved,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

HANI ALMORISI as an individual and on
behalf of all others similarly situated and
aggrieved,

Plaintiffs,

v.

M. A. MORTENSON COMPANY, a
Minnesota corporation; EDWARDS
SANBORN SOLAR III, LLC, a Delaware
limited liability company, dba Mortenson
Edwards & Sanborn Solar; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: BCV-23-100727
(Related Case No. BCV-23-101522)

[Assigned to the Hon. T. Mark Smith in Dept.
T2]

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT AWARD**

**[Lodged concurrently with Motion for Final
Approval]**

HEARING INFORMATION:

DATE: December 23, 2024

TIME: 8:30 a.m.

DEPT: T2

This matter having come before the Court on December 23, 2024 for a final fairness hearing pursuant to the Order of this Court dated September 13, 2024, granting preliminary approval ("Preliminary Approval Order") of the class and representative action settlement upon the terms set forth in the Joint Stipulation Re: Class Action and Representative Action Settlement ("Settlement Agreement") submitted in support of Motion for Preliminary Approval of the Class and Representative Action Settlement and Certifying Class for Settlement Purposes; and due and adequate notice having been given to the Class Members as required in the Preliminary Approval Order; and the Court having considered all papers filed and proceedings had herein and otherwise

being fully informed and good cause appearing therefor, it is hereby **ORDERED, ADJUDGED**
AND DECREED THAT:

1. The Motion for Final Approval of Class Action and Representative Action Settlement; Enhancement Award; and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

2. The definitions set out in the Settlement Agreement are incorporated by reference into this Order; all terms defined therein shall have the same meaning in this Order as defined in the Settlement Agreement.

3. This Court has jurisdiction over the subject matter of this litigation and over all Parties to this litigation, including all Class Members.

4. Distribution of the Notice of Settlement of Class Action Lawsuit ("Class Notice") directed to the Class Members as set forth in the Settlement Agreement and the other matters set forth herein have been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and was the best notice practicable under the circumstances. This Class Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

5. No Class Members opted out and no Class Members objected to the settlement.

6. The Court further finds that the settlement is fair, reasonable and adequate and that plaintiff Hani Almorisi ("Plaintiff") has satisfied the standards and applicable requirements for final approval of class action settlement under California law, including the provisions of Code of Civil Procedure section 382 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

7. This Court hereby approves the class settlement set forth in the Settlement Agreement and finds that the settlement is, in all respects, fair, adequate and reasonable and directs the parties to effectuate the settlement according to its terms. The Court finds that the

1 settlement has been reached as a result of intensive, serious and non-collusive arm's length
2 negotiations. The Court further finds that the parties have conducted extensive and costly
3 investigation and research and counsel for the parties are able to reasonably evaluate their
4 respective positions. The Court also finds that settlement at this time will avoid additional
5 substantial costs, as well as avoid the delay and risks that would be presented by the further
6 prosecution of this action. The Court has noted the significant benefits to the Class Members
7 under the settlement. The Court also finds that the class is properly certified as a class for
8 settlement purposes only.

9 8. For settlement purposes only, the Court certifies the following class: all current and
10 former non-exempt employees who worked for defendant M.A. Mortenson Company
11 ("Defendant"), from March 9, 2019 through April 14, 2024 ("Class Period") in California ("Class
12 Members").

13 9. Nothing contained in this Settlement Agreement shall be construed or deemed in
14 admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Effective
15 only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and
16 payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and
17 Employer's Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class
18 Members release the Released Parties as defined in the parties' Settlement Agreement of all claims
19 against the Released Parties asserted in the Operative Complaints, and any and all claims that
20 could have been asserted against the Released Parties based on the factual or legal allegations in
21 the Operative Complaints, as follows: For Participating Class Members, the release includes, for
22 the duration of the Class Period: (a) all claims for failure to pay all wages owed, whether due to
23 alleged off the clock work, failure to accurately calculate the regular rate, or any other theory of
24 liability for the underpayment of the minimum wage or overtime; (b) all claims for failure to
25 provide duty-free meal periods or pay premiums at the regular rate of pay in lieu thereof; (c) all
26 claims for failure to provide duty-free rest breaks or pay premiums at the regular rate of pay in lieu
27 thereof; (d) all claims for failure to reimburse business expenses; (e) all claims for penalties for
28 failure to timely pay wages during employment or at the time of termination (voluntary or

1 involuntary); (f) all claims for failure to provide accurate wage statements; (g) unfair business
2 practices; (h) claims for the attorney’s fees and costs incurred in prosecuting the Action on behalf
3 of Class Employees except as otherwise stated herein; and (i) any other claims, remedies,
4 penalties, or interest that were alleged or could have been alleged based on the factual allegations
5 contained in Plaintiff’s Operative Complaint (“Class Released Claims”). For Aggrieved
6 Employees, the release includes, for the duration of the PAGA Period, all claims asserted in the
7 PAGA Notice and alleged under PAGA in the Operative Complaint, including all claims for civil
8 penalties under PAGA arising out of Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and
9 2699 based on the factual allegations and Labor Code sections alleged to have been violated in the
10 PAGA Notice and Operative Complaint or could have been alleged, which includes, without
11 limitation, Labor Code sections 96(k), 98.6, 200, 201, 202, 203, 204, 204b, 204.1, 205, 205.5, 206,
12 206.5, 210, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 246 *et seq.*, 248.2, any code sections
13 regarding COVID-19 Supplemental Sick Leave Laws, 432, 510, 512, 558, 558.1, 1102.5, 1174,
14 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2699, *et seq.*, 2802, 2810.5,
15 claims for the violation of the provisions of the applicable Wage Orders regarding minimum wage,
16 overtime, meal periods and rest periods, as well as allegations regarding the late payment of final
17 wages, inaccurate wage statements (“PAGA Released Claims”).

18 1. Each of the Parties has entered into this Settlement Agreement with the intention to
19 avoid further disputes and litigation, and the attendant inconvenience and expense.

20 2. The Settlement Agreement provides for a “Gross Settlement Amount” of
21 \$2,950,000.00. From the Gross Settlement Amount individual settlement payments to Class
22 Members, Court approved attorneys’ fees of \$1,032,500.00 and costs of \$14,599.51. Settlement
23 Administrator costs of \$18,550.00, an enhancement Award to Hani Almorisi of \$10,000.00, and
24 PAGA penalties in the amount of \$50,000.00, of which \$37,500.00 (75%) will be paid to the
25 LWDA and \$12,500.00 (25%) will be paid to Aggrieved Employees. The payment of the
26 settlement funds by Defendant, as well as the payment of individual settlement checks to Class
27 Members and Employers’ Taxes, will be made as set forth in the Settlement Agreement.

28 3. The Court hereby awards Class Counsel attorneys’ fees in the total amount of

1 \$1,032,000.00, which is thirty-five percent (35%) of the Gross Settlement Amount and to be
2 deducted therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of
3 \$14,599.51 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be
4 paid by the Settlement Administrator from the Gross Settlement Amount as set forth in the
5 Settlement Agreement. In approving the payment of attorneys' fees, the Court finds that the
6 Settlement conferred a significant benefit on the Class and the necessity and financial burden of
7 private enforcement of California labor laws makes an attorney fee award to Plaintiff's Class
8 Counsel appropriate. The amount of this award is based on the lodestar analysis, subject to a
9 reasonable multiplier, for awarding reasonable attorney's fees and costs and is reasonable, fair
10 and eminently justified. In setting an award of attorneys' fees, costs and expenses, this Court has
11 considered the following factors: (a) the time and labor required; (b) preclusion of other
12 employment; (c) the contingent nature of the case at hand; (d) the experience, reputation and
13 ability of Plaintiff's Counsel and the skill they displayed in the litigation; (e) the authorities
14 provided in Plaintiff's Motion; (f) the reasonable hourly rate of attorneys' fees assessed by Class
15 Counsel associated with prosecution of this Class Action: Jasmin K. Gill, Esq.: \$650, Ashlie Fox,
16 Esq.: \$595, Cassandra Franco, Esq.: \$500, and Sacha Pomares, Esq.: \$475; (f) the results
17 achieved and benefits conferred on the Class; and (g) the reaction of Plaintiff and the Settlement
18 Class Members. (*See, e.g., Serrano v. Priest* (1977) 20 Cal.3d 25, 49; *Dunk v. Ford Motor Co.*
19 (1996) 48 Cal.App.4th 1794, 1810 fn. 21.)

20 4. The Court hereby approves an enhancement award to Hani Almorisi in the amount
21 of \$10,000.00 in consideration for his time, effort and risk incurred on behalf of the Settlement
22 Class. The Enhancement Award will be paid to Plaintiff by the Settlement Administrator from
23 the Gross Settlement Amount as set forth in the Settlement Agreement.

24 5. The Court hereby approves the Settlement Administrator's cost in the amount of
25 \$18,550.00. The Settlement Administrator, ILYM Group, Inc. ("ILYM"), shall be paid the cost
26 of administration of the settlement from the Gross Settlement Amount.

27 6. Except as expressly provided herein, the parties each shall bear all of their own
28 fees and costs in connection with this matter.

1 7. The Court approves Hani Almorisi as both the Class and Private Attorneys General
2 Act representative.

3 8. The Court approves Jasmin K. Gill of J. Gill Law Group, P.C. as Class Counsel.

4 9. The Court approves ILYM as the Settlement Administrator.

5 10. Class Members will have one hundred eighty (180) calendar days from the date of
6 mailing of the check to cash their check. For any checks from the distribution that are not cashed
7 by Participating Class Members and Aggrieved Employees within one hundred eighty (180)
8 calendar days from the date of mailing of the checks, within seven (7) calendar days after the
9 expiration of the 180-day period, such checks shall be canceled and funds associated with such
10 checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of
11 Civil Procedure section 384 (“Unpaid Residue”). The Unpaid Residue plus accrued interest, if
12 any, as provided in Code of Civil Procedure section 384, shall be transmitted as follows: to Legal
13 Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, California 94101 for use in Kern
14 County. The Settlement Administrator shall prepare a report regarding the distribution plan
15 pursuant to Code of Civil Procedure section 384 and the report shall be presented to the Court
16 along with a proposed amended judgment that is consistent with the provisions of Code of Civil
17 Procedure section 384.

18 11. The Court finds that class settlement on the terms set forth in the Settlement
19 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
20 the released claims against Defendants.

21 12. By February 22, 2025, Defendants shall deposit the full amount of the Gross
22 Settlement Amount—\$2,950,000.00—in addition to Employer’s Taxes pursuant to Internal
23 Revenue Code section 1.468B-1 for deposit in an interest-bearing QSA with an FDIC insured
24 banking institution, for distribution in accordance with the parties’ Settlement Agreement and the
25 Court’s Orders.

26 13. Within seven (7) calendar days after payment of the full Gross Settlement pursuant
27 to the terms of the Settlement Agreement as well as Employer’s Taxes owed by Defendants under
28 the terms of the Settlement Agreement, the Settlement Administrator shall distribute all payments

1 due under the Settlement, including Individual Settlement Payments to Participating Class
2 Members and Individual PAGA Payments to Aggrieved Employees, as well as the Court-
3 approved payments for the Service Award to Plaintiff, attorneys' fees and litigation costs and
4 expenses to Class Counsel, Administration Costs to the Settlement Administrator, and the portion
5 of the LWDA payment payable to the LWDA.

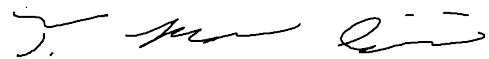
6 14. The Settlement Administrator is ordered to provide notice of the Final Judgment
7 entered in this Action by posting the same on its website for a period of at least four (4) years.

8 15. An Order to Show Cause Hearing Re: Final Administration of the Class Action
9 Settlement is hereby scheduled for **August 26**, 2025, **8:30 a**:m, in Department T2 of the
10 Kern County Superior Court, Metropolitan Division Justice Building. At least **15**
11 calendar days prior to said OSC hearing, the parties shall file a declaration confirming that the
12 claims have been paid and that administration of all of the terms and conditions of the class
13 action settlement have been completed. Should the Court find that said Declaration has
14 sufficiently evidenced full and complete administration of the class action settlement, said OSC
15 hearing will go off-calendar.

16 16. Without affecting the finality of the Judgment in any way, this Court hereby
17 retains continuing jurisdiction over the interpretation, implementation and enforcement of the
18 settlement and all orders and judgments entered in connection therewith.

19 **IT IS SO ORDERED.**

20 Dated: December 24, 2024, 2024



Judge of the Superior Court

Signed: 12/24/2024 10:26 AM

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24 Almorisi v M.A. Mortenson Company
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