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Attorney for Plaintiff,
DAVID CANCINO

FILED
Superior Court of California
County of Los Angeles

09/23/2024

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES**

DAVID CANCINO, an individual, on his
own behalf and on behalf of all others
similarly situated,

Plaintiffs,

vs.

METRO EIGHTEEN, INC, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 22STCV37408

[ASSIGNED FOR ALL PURPOSES TO
HON. LAURA A. SEIGLE, DEPT. 17]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, ATTORNEYS'
FEES, EXPENSES, CLASS
REPRESENTATIVE SERVICE PAYMENT
AND JUDGMENT**

Complaint Filed: November 29, 2022

1 On September 23, 2024, a hearing was held on the motion of Plaintiff David Cancino
2 (“Plaintiff”) for final approval of the class action settlement reached with Defendant Metro
3 Eighteen (“Defendant”) that was preliminarily approved by the Court on April 30, 2024 (the
4 “Settlement”). The Court having read and considered the papers on the motion, the arguments of
5 counsel, and the law, and good cause appearing therefor, Plaintiff’s motion is hereby GRANTED,
6 and IT IS ORDERED that:

7 1. The Court hereby GRANTS final approval of the Settlement. In full settlement of
8 the class claims that were encompassed by this case, Plaintiff and Defendant have agreed to the
9 entry of a Second Amended Class Action and PAGA Settlement Agreement and Class Notice
10 (“Settlement Agreement”), attached hereto as Exhibit 1. The Court finds that the terms of the
11 Settlement, are fair, reasonable and adequate under section 382 of the California Code of Civil
12 Procedure, the Settlement was reached as a result of arm’s length negotiations after sufficient
13 investigation and discovery, and that class members were given notice of the Settlement, which
14 advised them of their right to object to the Settlement, in a reasonable manner. The Court further
15 determines that the Settlement was made in good faith and in the best interests of the Parties, and
16 orders the Parties to effectuate the Settlement in accordance with the terms of the Settlement
17 Agreement. In particular, the amount of monies allocated to the Class Members, and the
18 assistance of an experienced mediator in the settlement process, among other factors, support the
19 Court’s conclusion that the Settlement is fair, reasonable, and adequate. The amounts agreed to
20 be paid by Defendant, including the Individual Class Payments and Individual PAGA Payments
21 to be paid to Settlement Class Members as provided for by the Settlement Agreement, are fair
22 and reasonable under the facts of this case.

23 2. The Court hereby certifies finally and solely for the purpose of settlement a class
24 consisting of “all current and former employees who were hourly paid, non-exempt employees
25 of Defendant and who worked for Defendant in California at any time from and including
26 November 29, 2018, through April 30, 2024.” The Court finds that the settlement class satisfies
27 the applicable criteria for class certification under section 382 of the California Code of Civil
28 Procedure.

1 3. The Court finds that the Settlement Agreement is fair, reasonable, and adequate
2 as to the Class, Named Plaintiff and Defendant. The Court further finds that the Settlement is the
3 product of good faith, intensive, serious, non-collusive, and arm's-length negotiations between
4 the parties, is supported by an evidentiary record, experienced and qualified Class Counsel who
5 were assisted by an experienced mediator and confers a significant financial benefit to the Class
6 commensurate with the likely recovery if Named Plaintiff prevailed at trial and the risks of
7 continued litigation. The Court further finds that the Settlement Agreement is consistent with
8 public policy, and fully complies with all applicable provisions of law, including the provisions
9 of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.760. The
10 nature of the claims, the strength of Defendant's defenses, the amounts paid under the Settlement,
11 the allocation of settlement proceeds among the Class Members and the fact that a settlement
12 represents a compromise of the Parties' respective positions rather than the result of a finding of
13 liability at trial, all support the Court's decision granting final approval. The following factors
14 also support the decision granting final approval: the risk, expense, complexity and likely
15 duration of further litigation; the risk of attaining and maintaining class action status throughout
16 the proceedings; and the extent of discovery completed and the stage of the proceedings.

17 4. The reaction of the Class Members to the proposed Settlement further supports
18 the Court's decision granting final approval. There are no requests for exclusion from the
19 Settlement. There are also no objections that have been submitted to the Settlement by any of the
20 Class Members. The Court is satisfied with the settlement administration statistics and the
21 explanation for those statistics provided by Phoenix by way of the Declaration of Jarrod Salinas.

22 5. The Court hereby directs payment to the Settlement Administrator from the
23 settlement funds for its fees and expenses in the amount of \$5,995.00 in accordance with the
24 Settlement.

25 6. The Court hereby directs that the Settlement Administrator distribute settlement
26 benefits to claimants from the settlement funds in accordance with the Settlement.

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1 7. The Court hereby awards Class Counsel’s attorneys’ fees in the amount of
2 \$165,000.00, Class Counsels’ expenses in the amount of \$5,982.01, to be paid from the settlement
3 funds, and finds the hourly rates of Class Counsel and their staff, as set forth in the Motion for
4 Attorneys’ Fees are reasonable.

5 8. The Court hereby awards a Class Representative Service Payment to the Plaintiff
6 to be paid from the settlement funds in the amount of \$7,500.00.

7 9. The Court hereby orders that Plaintiff has released the following claims against
8 Defendant as set forth in the Settlement Agreement: Plaintiff and Plaintiff’s respective former
9 and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and
10 assigns generally, release and discharge Released Parties from all claims, transactions, or
11 occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that
12 were, or reasonably could have been, alleged, based on the facts contained, in the Operative
13 Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on
14 facts contained in the Operative Complaint, Plaintiff’s PAGA Notice, or ascertained during the
15 Action and released under Section 5.2 of the Settlement Agreement (“*Plaintiff’s Release*”).
16 Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any
17 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
18 workers’ compensation benefits that arose at any time, or based on occurrences outside the Class
19 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
20 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless,
21 that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such
22 different or additional facts or Plaintiff’s discovery of them.

23 10. The Court hereby orders that Participating Class Members who are not Aggrieved
24 Employees (“Released Class Claims”) release the following claims against Defendant as set forth
25 in the Settlement Agreement: All Participating Class Members, on behalf of themselves and their
26 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
27 and assigns, release Released Parties from all claims that were alleged, or reasonably could have
28 been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained

1 in the course of the Action, including any and all claims for (1) failure to pay minimum wages
2 due to rounding, including overtime (Cal. Lab. Code §§ 1194, 1194.2, 1997, 1197.1, 1198; IWC
3 Wage Order No. 4); (2) failure to provide timely off-duty meal periods (Cal. Lab. Code §§ 226.7,
4 512; IWC Wage Order No. 4); (3) failure to provide rest periods (Cal. Lab. Code §§ 226.7; IWC
5 Wage Order No. 4); (4) failure to maintain records and provide accurate itemized wage statements
6 (Cal. Lab. Code § 226); (5) failure to pay wages due upon termination (Cal. Lab. Code §§ 201–
7 203); (6) failure to reimburse business expenses (Cal. Lab. Code § 2802); (7) failure to pay
8 accrued and unused vacation pay (Cal. Lab. Code §§ 201, 227.3); and (8) unfair competition (Cal.
9 Bus. & Prof. Code §§ 17200 et seq.).

10 11. Excluded from this portion of the release are claims for PAGA penalties that were
11 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
12 Operative Complaint, the PAGA Notice, and ascertained in the course of the Action, including
13 any and all PAGA penalties for (1) failure to pay minimum wages due to rounding, including
14 overtime (Cal. Lab. Code §§ 1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 4); (2)
15 failure to provide timely off-duty meal periods (Cal. Lab. Code §§ 226.7, 512; IWC Wage Order
16 No. 4); (3) failure to provide rest periods (Cal. Lab. Code §§ 226.7; IWC Wage Order No. 4); (4)
17 failure to maintain records and provide accurate itemized wage statements (Cal. Lab. Code §
18 226); (5) failure to pay wages due upon termination (Cal. Lab. Code §§ 201–203); (6) failure to
19 reimburse business expenses (Cal. Lab. Code § 2802); (7) failure to pay accrued and unused
20 vacation pay (Cal. Lab. Code §§ 201, 227.3); (8) unfair competition (Cal. Bus. & Prof. Code §§
21 17200 et seq.); and (9) claims under the Private Attorneys General Act.

22 12. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class
23 Members do not release any other claims, including claims for vested benefits, wrongful
24 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
25 disability, social security, workers’ compensation, or claims based on facts occurring outside the
26 Class Period.

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1 13. The Court hereby orders that Participating and Non-Participating Class Members
2 who are Aggrieved Employees (“Released PAGA Claims”) have released the following claims
3 against Defendant as set forth in the Settlement Agreement: All Participating and Non-
4 Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of
5 themselves and their respective former and present representatives, agents, attorneys, heirs,
6 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties
7 that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated
8 in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action,
9 including any and all PAGA penalties for (1) failure to pay minimum wages due to rounding,
10 including overtime (Cal. Lab. Code §§ 1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No.
11 4); (2) failure to provide timely off-duty meal periods (Cal. Lab. Code §§ 226.7, 512; IWC Wage
12 Order No. 4); (3) failure to provide rest periods (Cal. Lab. Code §§ 226.7; IWC Wage Order No.
13 4); (4) failure to maintain records and provide accurate itemized wage statements (Cal. Lab. Code
14 § 226); (5) failure to pay wages due upon termination (Cal. Lab. Code §§ 201–203); (6) failure
15 to reimburse business expenses (Cal. Lab. Code § 2802); (7) failure to pay accrued and unused
16 vacation pay (Cal. Lab. Code §§ 201, 227.3); (8) unfair competition (Cal. Bus. & Prof. Code §§
17 17200 et seq.); and (9) claims under the Private Attorneys General Act.

18 14. Pursuant to California Labor Code Section 2698, *et seq.*, the Court also hereby
19 approves allocation of \$25,000.00 of the Gross Settlement Amount as payment for Plaintiff’s
20 claims on his own behalf and on behalf of all Class Members for penalties under the Private
21 Attorneys General Act (“PAGA”), and 75% of that amount, or \$18,750.00, shall be paid to the
22 California Labor & Workforce Development Agency (“LWDA”), while the remainder shall be
23 paid to Settlement Class Members as part of the Net Settlement Amount.

24 15. The Court hereby dismisses Plaintiff’s claims against Defendant with prejudice.

25 16. The Court hereby orders that any settlement checks that remain uncashed at the
26 expiration of one hundred eighty days (180) days from the date of issuance shall be sent to the
27 State Controller’s Office, Unclaimed Property Fund.

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17. The Court hereby orders that Class members who did not timely exclude themselves from the Settlement have released their claims against Defendant as set forth in the Settlement.

18. The Court hereby orders that Class members who did not timely object to the Settlement are barred from prosecuting or pursuing any appeal of the Court's order granting final approval to the Settlement.

JUDGMENT

19. The Court hereby directs that the clerk of the Court enters the Court's order as a final judgment; and

20. The Court hereby ORDERS ENTRY OF JUDGMENT as follows:

The Class as to whom this judgment applies is defined as: all current and former employees who were hourly paid, non-exempt employees of Defendant and who worked for Defendant in California between November 29, 2018, and April 30, 2024.

21. The Court hereby orders that, without affecting the finality of the Final Judgment, it reserves continuing jurisdiction over the parties for the purposes of implementing, enforcing and/or administering the Settlement or enforcing the terms of the Judgment.

22. Nothing in the Settlement, this final approval order, or Judgment purports to extinguish or waive Defendant's rights, including to continue to oppose the merits of the claims in this action or class treatment of these claims in this action if the Settlement fails to become Final or effective, or in any other case without limitation. The Settlement is not an admission by Defendant, nor is this final approval order or Judgment that Plaintiff has asked the Court to enter based on this order a finding of the validity of any allegations against Defendant in the Court proceeding or any wrongdoing by Defendant. The Settlement, this order, and/or the Judgment are not findings that certification of the Class is proper for any purpose or proceeding other than for settlement purposes.

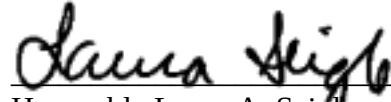
23. This document shall constitute a Judgment. This Judgment may not be construed or be used as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

1 24. Pursuant to Labor Code § 2699(1)(3), Plaintiff shall submit a copy of this
2 Judgment to the LWDA within ten (10) days of its execution and entry by the Court.

3
4 IT IS SO ORDERED.

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6 Dated: 09/23/2024




Honorable Laura A. Seigle
Judge of the Superior Court
Laura A. Seigle / Judge