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

JASON WATERS, an individual; JOHNIE
BEHRMAN, an individual; DANIEL BERNAL,
an individual; on behalf of themselves and all
others similarly situated,

Plaintiffs,

vs.

HAWX SERVICES, LLC, a limited liability
company; HAWX PEST CONTROL, INC., a
California corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 23STCV12811

CLASS ACTION

*[Assigned for all purposes to the
Hon. Elaine Lu, Dept. 9]*

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

Date: September 3, 2025
Time: 10:00 a.m.
Dept.: 9

Action Filed: June 5, 2023
Trial Date: None Set

1 The Motion of Plaintiffs Jason Waters, Johnie Behrman, and Daniel Bernal (“Plaintiffs”)
2 for Final Approval of Class Action Settlement (the “Motion”) came on regularly for hearing
3 before this Court on September 3, 2025 at 10:00 a.m., pursuant to California Rule of Court 3.769
4 and this Court’s earlier Order Granting Preliminary Approval of Class Action Settlement. Having
5 considered the proposed Settlement Agreement (the “Settlement”) and the documents and
6 evidence presented in support thereof; and recognizing the sharply disputed factual and legal
7 issues involved in this litigation, the risks of further prosecution, and the substantial benefits to
8 be received by the Settlement Class pursuant to the Settlement, the Court hereby makes a final
9 ruling that the Settlement is fair, reasonable, and adequate, and is the product of good faith, arm’s-
10 length negotiations between the parties. Good cause appearing therefor, the Court hereby
11 GRANTS Plaintiffs’ Motion and hereby ORDERS the following:

12 1. Final judgment is hereby entered in conformity with the Settlement and this Final
13 Approval Order.

14 2. The Court finds that the Settlement Class is ascertainable, and that there is a
15 sufficiently well-defined community of interest among the members of the Settlement Class in
16 questions of law and fact. Therefore, the conditional certification is hereby made final, and the
17 Court certifies, for purposes of the Settlement, the following Settlement Class:

18 All current and former non-exempt employees who worked for Hawx
19 Services, LLC and Hawx Pest Control, LLC (“Hawx”) in California at
20 any time from June 5, 2019 through March 29, 2024 (the “Class
Period”).

21 3. The Court hereby confirms Plaintiffs as Class Representatives, and confirms Neil
22 M. Larsen and Jennifer S. Rivera of Abramson Labor Group; Aaron A. Bartz of Bartz Law
23 Group, APC; Walter Haines of United Employees Law Group PC; and Brian Freeman of
24 Worker’s Compensation Lawyers, Inc., as Class Counsel.

25 4. The Court finds that notice was provided to Settlement Class members as set forth
26 in the Settlement, which was approved by the Court on January 3, 2025, and the notice process
27 has been completed in conformity with the Settlement. The Court finds that said notice was the
28 best notice practicable under the circumstances. The Class Notice provided due and adequate

1 notice of the proceedings and matters set forth therein, informed Settlement Class members of
2 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),
3 California Rule of Court 3.769, and due process.

4 5. The Court finds that no Settlement Class member objected to the Settlement, that
5 one Settlement Class member opted out of the Settlement, and that the 99.59% participation rate
6 in the Settlement supports final approval. The Settlement Class member (Edward Sanchez) that
7 submitted a valid request for exclusion is hereby excluded from the settlement.

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

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

20 8. The Court orders that Hawx shall deposit the Gross Settlement Amount into an
21 account established by Phoenix Settlement Administrators (“Settlement Administrator”), in
22 accordance with the schedule outlined in the Settlement.

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

26 10. The Court finds that the Class Representative Service Awards in the amount of
27 \$22,500.00 (\$7,500 for each Plaintiff) to Plaintiffs are appropriate for the risks undertaken and
28 their service to the Settlement Class. The Court finds this award is fair, reasonable, and adequate,

1 and orders that the Settlement Administrator make this payment in conformity with the terms of
2 the Settlement.

3 11. The Court orders that the Settlement Administrator shall be paid \$8,250.00 from
4 the Gross Settlement Amount for all of its work done and to be done until the completion of this
5 matter, and finds that sum appropriate.

6 12. The Court finds that attorneys' fees in the amount of \$116,655.00 for Class
7 Counsel, and litigation costs of \$21,489.79 are fair, reasonable, and adequate in light of the
8 common fund created by this litigation, and orders that the Settlement Administrator distribute
9 these payments in conformity with the terms of the Settlement.

10 13. The Court finds that the payment to the California Labor & Workforce
11 Development Agency ("LWDA") in the amount of \$26,250.00 for its share of the settlement of
12 Plaintiffs' representative claims under the California Labor Code Private Attorneys General Act
13 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
14 this payment to the LWDA in conformity with the terms of the Settlement.

15 14. The Court finds and determines that upon satisfaction of all obligations under the
16 Settlement and this Order and Judgment, all Participating Class Members will be bound by the
17 Settlement, and will have released their claims as set forth in the Settlement. Specifically, upon
18 satisfaction of all obligations under the Settlement and this Order and Judgment, all Participating
19 Class Members will have released Hawx from all of the California Released Claims, as that term
20 is defined in the Settlement, for the duration of the Class Period. In addition, all Settlement Class
21 members who worked for Hawx in California at any time from February 14, 2022 to March 29,
22 2024 (the "PAGA Period"), will have released Hawx from the PAGA Released Claims, as that
23 term is defined in the Settlement, for the duration of the PAGA Period.

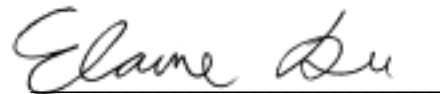
24 15. This document shall constitute a final judgment pursuant to Cal. Rule of Court
25 3,769(h), which provides, "If the Court approves the settlement agreement after the final approval
26 hearing, the court must make and enter judgment. The judgment must include a provision for the
27 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The
28 court may not enter an order dismissing the action at the same time as, or after, entry of

1 judgment.” The Court will retain jurisdiction to enforce the Settlement and this Final Approval
2 Order and Judgment.

3 16. The Court orders Plaintiffs to file a report of disbursement on or before
4 ~~December 3, 2026, 2025.~~

5 17. A Non-Appearance Case Review Re: Distribution is set for December 10, 2026 at
IT IS SO ORDERED. 8:30 AM, Department 9.

6
7 Dated: 09/03/2025, ~~2025~~



Hon. Elaine Lu
Judge of the Superior Court