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Carolyn Hunt Cottrell (SBN 166977)
Nicole N. Coon (SBN 286283)
Keenan L. Klein (SBN 288011)
SCHNEIDER WALLACE
COTTRELL KONECKY
WOTKYNS LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Telephone: (415) 421-7100
Facsimile: (415) 421-7105

Attorneys for Plaintiff and the Settlement Class

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF KERN

MAR 23 2017

TERRY McLELLY, CLERK
BY _____ DEPUTY

ENDORSED

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF KERN**

CHASE AGUILAR, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

HALL AG ENTERPRISES, INC.; E.E.
HALL, INC.; HALL MANAGEMENT
CORP.; HALL MANAGEMENT GROUP,
INC.; and DOES 1-100, inclusive,

Defendants

Case No.: BCV-16-100994-DRL

**FINAL ORDER APPROVING CLASS
ACTION SETTLEMENT AND
JUDGMENT**

CLASS ACTION

Action Filed: May 3, 2016

Judge: Hon. David R. Lampe
Dept.: 11, Metropolitan Division
1415 Truxtun Avenue
Bakersfield, CA 93301

Date: March 23, 2017
Time: 8:30 A.M.

Complaint Filed: May 3, 2016
Trial Date: None

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ORDER AND JUDGMENT

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The Motion for Final Approval of Class Action Settlement came before the Court on March 23, 2017, for a hearing and Final Order Approving Class Settlement and Judgment ("Final Order"). Consistent with the Court's Preliminary Approval Order Granting Class Action Settlement ("Preliminary Approval Order"), filed and entered on December 22, 2016, the Settlement Agreement and General Release of All Claims between Plaintiff and Defendants ("Settlement") in the Action, and due and adequate notice having been given to all 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 therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. All terms used herein shall have the same meaning as defined in the Settlement.
2. Consistent with the definitions provided in the Settlement, the term "Settlement Class" and "Class Members" shall mean the following:

All individuals employed by Defendants Hall Management Corp., Hall Management Group, Inc., and E.E. Hall, Inc. who performed any nonexempt hourly and piece rate work during the period commencing on September 15, 2011 and ending on the date of preliminary approval, December 22, 2016.

For purposes of the Settlement and this Final Order, "Defendants" and "Released Parties" shall include Hall Management Corp., Hall Management Group, Inc., and E.E. Hall, Inc as well as their former and present parent companies, subsidiaries, affiliates, officers, members, directors, shareholders, employees, managers, consultants, partners, attorneys, joint or co-venturers, independent contractors, agents, assigns, insurers, reinsurers of any of them, and their successors in interest.

3. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Class Members, until the Settlement is fully administered.

1 4. Distribution of the Notice and the Claim Form directed to the Class Members as set forth
2 in the Settlement and the other matters set forth therein have been completed in conformity with
3 the Preliminary Approval Order, including individual notice to all Class Members who could be
4 identified through reasonable effort, and the best notice practicable under the circumstances.
5 The Notice provided due and adequate notice of the proceedings and of the matters set forth
6 therein, including the proposed Settlement, to all persons entitled to such Notice, and the Notice
7 fully satisfied the requirements of due process. All Class Members and all Released Claims are
8 covered by and included within the Settlement and this Final Order.

9 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and
10 within the meaning of California Code of Civil Procedure § 877.6. The Court further finds that
11 the Settlement is fair, reasonable and adequate and that Plaintiff has satisfied the standards and
12 applicable requirements for final approval of this class action settlement under California law,
13 including the provisions of California Code of Civil Procedure § 382 and Federal Rule of Civil
14 Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*
15 (1971) 4 Cal.3d 800, 821.

16 6. The Court hereby approves the Settlement and finds that the Settlement is, in all respects,
17 fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to its
18 terms. The Court finds that the Settlement has been reached as a result of intensive, serious and
19 non-collusive arms-length negotiations. The Court further finds that the Parties have conducted
20 extensive and costly investigation and research, and counsel for the Parties are able to reasonably
21 evaluate their respective positions. The Court also finds that Settlement at this time will avoid
22 additional substantial costs, as well as avoid the delay and risks that would be presented by the
23 further prosecution of the Action. The Court has reviewed the benefits that are being granted as
24 part of the Settlement and recognizes the significant value to the Class Members. The Court also
25 finds that the Class is properly certified as a class for settlement purposes only.

26 7. As of the date of entry of this Final Order, each and every Released Claim of each and
27 every Class Member is and shall be deemed to be conclusively released as against the Released
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1 Parties. As of the date of this Final Order, the Class Representatives and each and every Class
2 Member who has not submitted a valid Request for Exclusion is hereby released and forever
3 barred and enjoined from prosecuting the released claims, except as to such rights or claims as
4 may be created by the Settlement, against Defendants and the Released Parties from all claims,
5 demands, rights, liabilities and causes of action that were or could have been asserted (whether in
6 tort, contract, or otherwise) for violation of the California Labor Code, the California Business &
7 Professions Code, the Labor Code Private Attorneys General Act of 2004, the applicable
8 Industrial Welfare Commission Wage Orders or any similar state or federal law, whether for
9 unpaid wages, economic damages, non-economic damages, liquidated damages, punitive
10 damages, restitution, penalties, other monies, or other relief arising out of, relating to, or in
11 connection with any facts and/or claims pled in the complaint, which are or could be the basis of
12 claims for any type or form of meal or rest period violations, unpaid premium wages for meal or
13 rest period violations, claims for off-the-clock work, failure to pay overtime wages, any and all
14 claims that could be brought under Labor Code § 226.2, including but not limited to failure to
15 pay all forms of nonproductive time and failure to pay nonproductive time for the rest period at
16 the average hourly rate, unpaid wages, failure to pay all wages earned every pay period, untimely
17 payment of wages, inaccurate and/or untimely wage statements, record keeping violations,
18 failure to pay all wages owed upon termination or resignation, failure to timely pay final wages
19 upon termination or resignation, unfair competition based on the aforementioned violations, and
20 penalties under PAGA or FLSA based on conduct alleged in the Action.

21 8. Neither the Settlement nor any of the terms is an admission by Defendants, or any of the
22 other Released Parties, nor is this Final Order a finding of the validity of any claims in the
23 Action or of any wrongdoing by Defendants, or any of the other Released Parties. Neither this
24 Final Order, the Settlement, nor any document referred to herein, nor any action taken to carry
25 out the Settlement is, may be construed as, or may be used as, an admission by or against
26 Defendants, or any of the other Released Parties, of any fault, wrongdoing or liability
27 whatsoever. The entering into or carrying out of the Settlement, and any negotiations or
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1 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
2 an admission or concession with regard to the denials or defenses by Defendants, or any of the
3 other Released Parties, and shall not be offered in evidence in any action or proceeding in any
4 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce
5 the provisions of this Final Order, the Settlement, the Released Claims, or any related agreement
6 or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action,
7 or submit in any other proceeding, the Final Order, the Settlement, and any other papers and
8 records on file in the Action as evidence of the Settlement to support a defense of res judicata,
9 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
10 the Released Claims.

11 9. The Court hereby enters judgment in the entire Action as of the filing date of this Final
12 Order, pursuant to the terms set forth in the Settlement. Without affecting the finality of this
13 Final Order in any way, the Court hereby retains continuing jurisdiction over the interpretation,
14 implementation and enforcement of the Settlement and all orders entered in connection therewith
15 pursuant to California Code of Civil Procedure § 664.6.

16 10. The Court hereby finds the settlement payments provided for under the Settlement to be
17 fair and reasonable in light of all the circumstances. The Court, therefore, orders the calculations
18 and the payments to be made and administered in accordance with the terms of the Settlement.

19 11. The Court hereby confirms Schneider Wallace Cottrell Konecky Wotkyns LLP as Class
20 Counsel in the Action.

21 12. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
22 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the
23 amount of \$2,430,900.00, and attorneys' costs in the amount of \$13,094.26 from the Gross
24 Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees
25 and costs incurred by and/or owed to Class Counsel and any other person or entity related to the
26 Action. The Court further orders that the award of attorneys' fees and costs set forth in this
27 Paragraph shall be administered pursuant to the terms of the Stipulation, and transferred and/or
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1 made payable to Schneider Wallace Cottrell Konecky Wotkyns LLP as Class Counsel in the
2 Action.

3 13. The Court also hereby approves and orders a Service Award to Plaintiff and Class
4 Representative Chase Aguilar in the amount of \$7,500.00 from the Gross Settlement Amount.

5 13. The Court also hereby approves and orders payment in the amount of \$25,000.00 from
6 the Gross Settlement Amount for PAGA penalties, \$18,750.00 which is payable to the
7 California Labor Workforce Development Agency.

8 14. The Court also hereby approves and orders payment from the Gross Settlement Amount
9 for actual claims administration expenses incurred by the Claims Administrator, Dahl
10 Administration, in the amount of \$285,015.00.

11 15. The Court also hereby finds and orders that the Settlement is and constitutes a fair,
12 reasonable and adequate compromise of the Released Claims against Defendants and the
13 Released Parties.

14 16. Provided the Settlement becomes effective under the terms of the Settlement, the Court
15 also hereby orders that the deadline for mailing the Court-approved Settlement Awards,
16 attorneys' fees and costs, and Service Award is as set forth in the Implementation Schedule
17 within the Preliminary Approval Order.

18 17. The Court also hereby finds that there were no objections to the Settlement raised by any
19 persons on the record at the hearing on the Final Order.

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21 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

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24 Dated: 7-23-17

JUDGE DAVID R. LAMPE

THE HONORABLE DAVID R. LAMPE