

KINGSLEY & KINGSLEY, APC

Eric B. Kingsley, Esq., SBN-185123
eric@kingsleykingsley.com
Liane Katzenstein Ly., Esq., SBN-259230
liane@kingsleykingsley.com
Ari J. Stiller, Esq., SBN-294676
ari@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Telephone: (818) 990-8300
Fax: (818) 990-2903

LAW OFFICES OF SAHAG MAJARIAN II

Sahag Majarian II, Esq. SBN-146621
18250 Ventura Blvd.
Tarzana, CA 91356
Telephone: (818) 609-0807
Fax: (818) 609-0892

Attorneys for Plaintiff Becerra and the Proposed Class
(Additional Counsel on Following Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

STEPHEN BROUGH and EDGAR
BECERRA, individuals, on behalf of
themselves and others similarly situated,

PLAINTIFFS,

v.

GLOBAL PARATRANSIT, INC.; REZA
NASROLLAHY; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

Case No. BC616177; *Related Case* BC619163
[Case Assigned for All Purposes to Hon.
Carolyn B. Kuhl]

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

Date: November 12, 2019

Time: 10:00 a.m.

Dept.: 12

Trial Date: None Set

Complaint Filed: April 7, 2016

1 **MATTHEW NORTON & ASSOCIATES**

John Matthew Norton, Esq. SBN-158937

2 matt@matthew-norton.com

3 4105 E. Broadway, Ste. 190

Long Beach, CA 90803

4 Telephone: (562) 433-3208

5 **DEASON & ARCHBOLD**

Matthew F. Archbold, Esq. SBN-210369

6 matthew@yourlaborlawyers.com

7 David D. Deason, Esq. SBN-207733

david@yourlaborlawyers.com

8 17011 Beach Blvd., Suite 900

Huntington Beach, CA 92647

9 Telephone: (949) 794-9560

10 Attorneys for Plaintiff Brough and the Proposed Class

1 The Motion for Final Approval of Class Action Settlement came before this Court as duly
2 noticed on November 12, 2019. The above captioned Action is a class action lawsuit brought by
3 Plaintiffs Stephen Brough and Edgar Becerra (“Plaintiffs”) against Defendants Global Paratransit,
4 Inc. and Reza Nasrollahy (“Defendants”).

5 On July 3, 2019, this Court entered an Order granting Preliminary Approval of this
6 Settlement in this matter. Class Members are defined as follows: “all drivers who are or were
7 employed by Defendants within the State of California who worked one or more pay periods from
8 April 7, 2012 to March 18, 2019.” The Preliminary Approval Order directed the Parties to provide
9 Notice to the Class, which informed the Class Members of: (a) the proposed Settlement and its key
10 terms; (b) the date, time and location of the Final Approval and Fairness Hearing; (c) the right of
11 any Class Member to object to the proposed Settlement, and an explanation of the procedures to
12 exercise that right; and (d) an explanation of the procedures for Class Members to participate in or
13 opt out of the proposed settlement.

14 The Court, upon Notice having been given as required in the Preliminary Approval Order,
15 and having considered the proposed Settlement Agreement, as well as all papers filed, hereby
16 ORDERS AS FOLLOWS:

17 1. This Court has jurisdiction over the subject matter of the Action and over all Parties
18 to the Action, including all members of the Class.

19 2. The Notice provided to the Class conforms with the requirements of California
20 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court
21 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and
22 constitutes the best notice practicable under the circumstances, by providing individual notice to
23 all Class Members who could be identified through reasonable efforts, and by providing due and
24 adequate notice of the proceedings and of the matters set forth therein to the other Class Members.
25 The notice fully satisfied the requirements of due process.

26 3. The Court finds the settlement was entered into in good faith, that the settlement is
27 fair, reasonable, and adequate, and that the settlement satisfies the standards and applicable
28 requirements for final approval of this class action settlement under California law, including

provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

4. No class members have objected and 7 class members have opted out of the Settlement.

5. Upon entry of this Order, compensation to the Class Members shall be effected pursuant to the terms of the Settlement Agreement.

6. The Court hereby confirms as Class Counsel attorneys Eric B. Kingsley and Ari J. Stiller of Kingsley & Kingsley, APC, Sahag Majarian of the Law Offices of Sahag Majarian II, John Norton of Matthew Norton & Associates, and David Deason and Matthew Archbold of Deason & Archbold.

7. The Motion for Final Approval of Attorneys' Fees and Costs award is hereby granted. Class Counsel shall be awarded \$162,666.67 and \$26,913.30 as litigation costs. These amounts shall be paid to Class Counsel according to the terms of the Settlement Agreement.

8. An enhancement award of \$5,000.00 is approved as to each named Plaintiff and shall be paid pursuant to the terms of the Settlement Agreement.

9. Administration Costs of \$25,000.00 shall be paid from the Settlement according to the terms of the Settlement Agreement to administrator, Rust Consulting, Inc.

10. A payment to the Labor Workforce Development Agency ("LWDA") shall be paid from the Settlement in the amount of \$5,625.00 (75% of the \$7,500.00 allocated to PAGA) in accordance with the terms of the Settlement Agreement Plaintiffs have provided notice of the PAGA settlement to the LWDA pursuant to California Labor Code § 2699(k)(2).

11. No other litigation costs and/or attorneys' fees shall be awarded, either against Defendants or any related persons or entities of from the award to the Class.

12. The Parties are ordered to give notice to all Class Members in accordance with CRC 3.771(b).

13. Upon the Effective Date, Plaintiffs and all Class Members shall have, by operation of this Order, released and forever discharged the Releasees from any and all claims, demands, rights, liabilities and causes of action that were or could have been asserted for violation of the

1 California Labor Code, the California Business and Professions Code, the applicable Industrial
2 Welfare Commission Orders or any similar state or federal law, whether for economic damages,
3 non-economic damages, liquidated damages, punitive damages, restitution, penalties, other
4 monies, or other relief, based on any facts, transactions, events, policies, occurrences, acts,
5 disclosures, statements, omissions or failures to act pled or arising out of or reasonably related to
6 the transactions and occurrences pled in the Complaint, which are or could be the basis of claims
7 that Defendants failed to pay wages, minimum wages, or overtime; made improper deductions
8 from wages; failed to provide lawful meal or rest periods; kept or provided inaccurate records
9 under Labor Code section 226 or 2810.5; failed to pay lawful wages upon termination or
10 resignation; or engaged in unfair business practices or is subject to penalties under PAGA during
11 the Class Period of April 7, 2012 to March 18, 2019.

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

16 15. Nothing in this Final Approval Order shall preclude any action to enforce the
17 Parties' obligations under the Settlement Agreement or hereunder, including the requirement that
18 Defendants make payments to the participating Settlement Class Members in accordance with the
19 Settlement Agreement.

20
21
22 **DATED:** _____

JUDGE OF THE SUPERIOR COURT