

1 **HAINES LAW GROUP, APC**
2 Paul K. Haines (SBN 248226)
3 phaines@haineslawgroup.com
4 Sean M. Blakely (SBN 264384)
5 sblakely@haineslawgroup.com
6 Joseph R. Holmes (SBN 312381)
7 jholmes@haineslawgroup.com
8 2155 Campus Drive, Suite 180
9 El Segundo, California 90245
10 Tel: (424) 292-2350
11 Fax: (424) 292-2355

12 Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

APR 14 2021

DAVID H. YAMASAKI, Clerk of the Court

BY: CXH DEPUTY

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF ORANGE**

15 JOSE JIMENEZ, as an individual and on behalf
16 of all others similarly situated,

17 Plaintiff,

18 vs.

19 FENCEWORKS, INC., a California
20 Corporation; and DOES 1 through 100,

21 Defendants.

Case No.: 30-2018-01034150-CU-OE-CXC

[Assigned for all purposes to the Hon.
William D. Claster; CX104]

**[AMENDED PROPOSED] ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
FINAL JUDGMENT**

Date: April 6, 2021

Time: 1:30 p.m.

Dept.: CX104

Action Filed: November 26, 2018

Trial Date: None Set

1 **~~AMENDED PROPOSED~~ ORDER AND FINAL JUDGMENT**

2 The Motion of Plaintiff Jose Jimenez ("Plaintiff") for Final Approval of Class Action
3 Settlement, Class Representative Enhancement Payment, and Attorneys' Fees and Costs ("Final
4 Approval Motion") came on regularly for hearing before this Court on April 6, 2021 at 1:30 p.m.,
5 pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting Preliminary
6 Approval of Class Action Settlement. Having considered the parties' Stipulation of Settlement
7 ("Settlement Agreement" or "Settlement")¹ and the documents and evidence presented in support
8 thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the
9 risks of further prosecution, and the substantial benefits to be received by the Settlement Class
10 pursuant to the Settlement, the Court hereby makes a final ruling that the Settlement is fair,
11 reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the
12 parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Final Approval
13 Motion and hereby ORDERS the following:

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

16 2. The conditional class certification is hereby made final, and the Court thus
17 certifies, for purposes of the Settlement, a Settlement Class consisting of the following:

18 All current and former non-exempt field employees who are or were
19 employed by Fenceworks, Inc. in the State of California during the time
20 period of November 26, 2014 to March 16, 2020 (the "Class Period").

21 3. Plaintiff Jose Jimenez is hereby confirmed as Class Representative, and Paul K.
22 Haines and Sean M. Blakely of Haines Law Group, APC, are hereby confirmed as Class Counsel.

23 4. Notice was provided to Settlement Class members as set forth in the Settlement,
24 which was approved by the Court on October 19, 2020, and the notice process has been completed
25 in conformity with the Settlement and the Court's Order. The Court finds that said notice was
26 the best notice practicable under the circumstances. The Class Notice provided due and adequate
27

28 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

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 only one Settlement Class member, Selvin A. Vallecillo, opted out of the Settlement, and that the
6 99.83% participation rate in the Settlement supports final approval.

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

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

19 8. The Court finds that given the absence of objections to the Settlement, and
20 objections being a prerequisite to appeal, that this Order shall be considered final as of the date it
21 is signed by this Court.

22 9. The Court orders that within fifteen (15) calendar days of this Order, Defendant
23 Fenceworks, Inc. ("Defendant") shall deposit the Gross Settlement Amount of \$895,000.00 with
24 the Settlement Administrator, Phoenix Settlement Administrators.

25 10. The Court finds that the individual settlement payments, as provided for in the
26 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
27 distribute the individual settlement payments in conformity with the terms of the Settlement.

28 11. The Court finds that an enhancement payment in the amount of \$5,000.00 to

1 Plaintiff Jose Jimenez is appropriate for his risks undertaken and his service to the Settlement
2 Class. The Court finds that this enhancement payment is fair, reasonable, and adequate, and
3 orders that the Settlement Administrator make this payment in conformity with the terms of the
4 Settlement.

5 12. The Court finds that attorneys' fees in the amount of \$298,333, and actual
6 litigation costs of \$7,533.71 for Class Counsel, are fair, reasonable, and adequate, and orders that
7 the Settlement Administrator distribute these payments to Class Counsel in conformity with the
8 terms of the Settlement.

9 13. The Court orders that the Settlement Administrator, Phoenix Settlement
10 Administrators, shall be paid \$11,000.00 from the Gross Settlement Amount for all of its work
11 done and to be done until the completion of this matter, and finds that sum appropriate.

12 14. The Court finds that the payment to the California Labor & Workforce
13 Development Agency ("LWDA") in the amount of \$22,500.00 for its share of the settlement of
14 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
15 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
16 this payment to the LWDA in conformity with the terms of the Settlement.

17 15. Any settlement funds that remain uncashed after 180 days after they are mailed
18 shall escheat to the State Controller to be deposited in the Unclaimed Property Fund for the benefit
19 of the Settlement Class member whose check was not cashed.

20 16. The Settlement is not an admission by Defendant, nor is this Order a finding of the
21 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement,
22 nor any document referred to herein, nor any action taken to carry out the Settlement, shall be
23 construed or deemed an admission of liability, culpability, or wrongdoing on the part of
24 Defendant.

25 17. The Court finds and determines that upon satisfaction of all obligations under the
26 Settlement and this Order and Judgment, all Settlement Class members, except for Selvin A.
27 Vallecillo, who timely submitted a Request for Exclusion, are bound by the Settlement, have
28 released their claims as set forth in the Settlement, and are permanently barred from prosecuting
against Defendant any individual or class claims released pursuant to the Settlement.

1 18. This document shall constitute a final judgment pursuant to California Rule of
2 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
3 approval hearing, the court must make and enter judgment. The judgment must include a
4 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
5 judgment. The court may not enter an order dismissing the action at the same time as, or after,
6 entry of judgment." The Court will retain jurisdiction to enforce the Settlement and this Final
7 Approval Order and Judgment.

8 19. Plaintiff shall submit a final report of disbursement by October 29, 2021 setting
9 forth the actual amounts paid to Settlement Class members and other amounts disbursed pursuant
10 to the settlement.

11
12 **IT IS SO ORDERED.**

13 Dated: 4-14-21
14



Honorable William D. Claster
Judge of the Superior Court

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0

Orange County Superior Court Case No. 30-2018-01034150-CU-OE-CXC

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is [X] 2155 Campus Drive, Suite 180, El Segundo, California 90245.

On April 8, 2021, I served the foregoing document(s) described as:

[AMENDED PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT

on the interested party(ies) in this action as follows:

Boris Sorsher, Esq.
Email: bsorsher@fisherphillips.com
Bret Martin, Esq.
Email: bmartin@fisherphillips.com
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, CA 92614
Attorneys for Defendant FENCEWORKS, INC.

[X] (VIA ELECTRONIC MAIL) Pursuant to Emergency Rule # 12 of the California Rules of Court, I caused the document described above to be sent to the persons at the electronic service addresses listed above via third party cloud service One Legal.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 8, 2021, at El Segundo, California.

Aaron Clark

Aaron Clark