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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION

DEC - 5 2018

BY Ashley Mulcahy
ASHLEY MULCAHY, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

DENNIS CARR, individually and on behalf of
other members of the general public similarly
situated and on behalf of aggrieved employees
pursuant to the Private Attorneys General Act
(PAGA),

Plaintiff,

v.

SO-CAL STRUCTURAL STEEL
FABRICATION, INC., a California
corporation, and DOES 1 through 100,
inclusive,

Defendants.

Case No. CIVDS1605828

Assigned for All Purposes to:
Honorable Thomas S. Garza
Department S27

CLASS ACTION

**~~PROPOSED~~ FINAL APPROVAL
ORDER**

Hearing Date: December 5, 2018
Hearing Time: 8:30 a.m.
Hearing Place: Department S27

Complaint Filed: April 20, 2016
Jury Trial: None Set

COPY

1 This matter came before the Honorable Thomas S. Garza in Department S27 of the above-
2 entitled Court located at 247 W. Third St., San Bernardino, California 92415, on Plaintiff Dennis
3 Carr's ("Plaintiff") Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Cost
4 Award, and Named Plaintiff's Service Award ("Motion for Final Approval"). Justice Law
5 Corporation appeared on behalf of Plaintiff and the Class. Hinshaw & Culbertson LLP appeared
6 on behalf of Defendant So-Cal Structural Steel Fabrication, Inc. ("Defendant").

7 **I. FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 Motion for Final Approval, the Court makes the following findings:

10 1. All terms used herein shall have the same meaning as defined in the parties'
11 Stipulation and Settlement of Class Action Claims ("Settlement," "Agreement," or "Settlement
12 Agreement").

13 2. The Court finds that the applicable requirements of California Code of Civil
14 Procedure section 382 and Rule 3.769 of the California Rule of Court have been satisfied with
15 respect to the Class and the Settlement.

16 3. This Court has jurisdiction over the claims of the Class Members asserted in this
17 proceeding and over all parties to the above-entitled action (the "Action"), including the Class.

18 4. The Court hereby finds the Settlement is fair, reasonable and adequate, and in the
19 best interests of the Class as a whole.

20 5. The Court further finds that the Settlement was reached following meaningful
21 discovery and investigation conducted by Class Counsel; that the Settlement is the result of
22 serious, informed, adversarial, and arm's-length negotiations between the parties; and that the
23 terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court
24 has considered all of the evidence presented, including evidence regarding the strength of the
25 Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely duration of
26 further litigation; the amount offered in Settlement; the extent of investigation and discovery
27 completed; the experience and views of Class Counsel; and the absence of objections to the
28 Settlement by Class Members, as well as the absence of requests for exclusion.

1 6. The direct mail notice (“Notice”) given to the Class Members fully and accurately
2 informed the Class Members of all material elements of the Settlement and of their opportunity to
3 object to, comment thereon, or to seek exclusion from, the Settlement; was the best notice
4 practicable under the circumstances; was valid, due and sufficient notice to all Class Members;
5 and complied fully with the laws of the State of California, the United States Constitution, due
6 process and other applicable law. The Notice of Pendency of Class Action Settlement fairly and
7 adequately described the Settlement and provided the Class Members adequate instructions and a
8 variety of means to obtain additional information.

9 7. A full opportunity has been afforded to the Class Members to participate in this
10 hearing, and all Class Members and other persons wishing to be heard have been heard. The
11 Class Members also have had a full and fair opportunity to exclude themselves from the
12 Settlement and the Class.

13 8. The Court finds that Class Counsel’s request for attorneys’ fees in the amount of
14 \$350,000 falls within the range of reasonableness and the results achieved justified the award.
15 Class Counsel’s request for attorneys’ fees is hereby approved.

16 9. The Court finds that Class Counsel’s litigation costs and expenses in prosecuting
17 this Action in the amount of \$18,363.14 were reasonably incurred. Class Counsel’s request for
18 reimbursement of litigation costs and expenses is hereby approved.

19 10. The Court finds that the Service Award in the amount of \$7,500 to Named Plaintiff
20 is fair and reasonable in light of the risks and burdens undertaken by Plaintiff in this Action and
21 for his time and effort in bringing and prosecuting this matter on behalf of the Class.

22 11. The Court finds that the amount of \$20,000 (\$15,000 to the LWDA) allocated
23 toward penalties under California Labor Code Private Attorneys General Act of 2004, as
24 amended, California Labor Code sections 2698, *et seq.*, is fair and reasonable, and is hereby
25 approved.

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1 8. The Claims Administrator shall pay Class Counsel's attorneys' fees in the amount
2 of \$350,000 from the Gross Settlement Amount, in accordance with the Settlement Agreement.

3 9. The Claims Administrator shall pay Class Counsel's attorneys' costs in the
4 amount of \$18,363.14 from the Gross Settlement Amount, in accordance with the Settlement
5 Agreement.

6 10. Plaintiff and Class Members who have not opted out of the Settlement are bound
7 by the Settlement Agreement, the release of Released Claims, this Final Approval Order, and the
8 Judgment. All Class Members who have not timely opted out of the Settlement shall be
9 permanently enjoined and forever barred from asserting any of the Released Claims against the
10 Released Parties, according to the terms of the Settlement.

11 11. A Judgment shall be entered in this action. The Judgment shall bind each Class
12 Member who has not opted out of the Settlement and shall operate as a full release and discharge
13 of the Released Claims against the Released Parties as set forth in the Agreement.

14 12. Neither the making of the Settlement Agreement nor the entry into the Settlement
15 Agreement constitutes an admission by Defendant, nor are this Final Approval order and the
16 Judgement a finding of the validity of any claims in the Complaint or of any other wrongdoing.
17 Further, the Settlement Agreement is not a concession, and shall not be used as an admission of
18 any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out
19 the terms of the Settlement Agreement be construed as an admission or concession by or against
20 Defendant or any related person or entity.

21 13. After entry of this Final Approval Order and entry of the Judgment, pursuant to
22 California Rules of Court, Rule 3.769(h), the Court reserves exclusive and continuing jurisdiction
23 over the Action, the Named Plaintiff, the Class Members, and Defendant for the purposes of
24 supervising the implementation, enforcement, construction, administration and interpretation of
25 the Settlement Agreement and this Judgment.

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14. Notice of entry of this Final Approval Order shall be given to Class Members by posting a copy of the Final Approval Order on ILYM Group, Inc.'s website for no less than a period of sixty (60) calendar days after the date of entry of this Final Approval Order. The time for any appeal shall run from the Court's entry of this Final Approval Order.

IT IS SO ORDERED.

Dated: DEC - 5 2018, 2018

Thomas Garza

Honorable Thomas S. Garza
Judge of the Superior Court of California