



David W. Slayton, Executive Officer / Clerk of Court  
By:           R. Arraiga           Deputy

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

DAVID KAANAANA, TIFFANY L.	)	Case No.: BC496090
MONTOYA, and KATHY CANTERBERRY,	)	
individuals on behalf of	)	
themselves and others similarly	)	
situated,	)	
	)	
Plaintiff,	)	JUDGMENT
	)	
vs.	)	
	)	
BARRETT BUSINESS SERVICES,	)	
INC., MICHAEL J. ALVAREZ, an	)	
individual; and DOES 1 through	)	
10 inclusive,	)	
	)	
Defendants.	)	
	)	
_____	)	

The Court finds as follows:

A. The Court granted preliminary approval of the Amended Settlement Agreement ("Settlement Agreement") and certified a provisional settlement class on October 18, 2022.

1           B.     The Court granted final approval of the Settlement  
2 Agreement on May 4, 2023, certified the settlement class with no  
3 opt-outs, and found that the Settlement Agreement was fair,  
4 adequate and reasonable.

5           C.     The Court defined the following:

6           "Certified Class": all belt sorters employed by BBSI at  
7 MRF or DART between April 15, 2011 and September 30, 2013 and,  
8 following notice and an opportunity to opt-out, the class  
9 includes the individuals listed on Exhibit A to the Settlement  
10 Agreement. (Settlement Agreement, pg. 1.)

11           "Aggrieved Employees": all belt sorters employed by BBSI  
12 at MRF or DART between October 9, 2011 and September 30, 2013.  
13 (Ibid.)

14           IT IS ORDERED, ADJUDGED AND DECREED:

15           1.     Plaintiffs David Kaanaana, Tiffany L. Montoya, And  
16 Kathy Canterbury, individuals on behalf of themselves and  
17 others similarly situated, shall take from Defendants Barrett  
18 Business Services, Inc., Michael J. Alvarez, an individual, as  
19 set forth in the Parties' Settlement Agreement and the Court's  
20 Approval Order entered May 4, 2023.

21           2.     Defendants must pay Plaintiffs the Gross Settlement  
22 Amount (GSA) of \$4,865,000. The Net Settlement Amount is the  
23 GSA minus the following:  
24  
25

1           a.     \$1,621,666.67 for attorney fees to Class Counsel,  
2 Hayes Pawlenko LLP;

3           b.     \$75,000 for attorney costs to Class Counsel;

4           c.     \$10,000 for settlement administration costs to  
5 CPT Group, Inc.;

6           d.     \$22,500 service award to the class  
7 representatives, David Kaanaana, Tiffany L. Montoya, and Kathy  
8 Canterbury (\$7,500 each);

9           e.     \$75,000 (75% of \$100,000 PAGA penalty) to the  
10 LWDA.

11           The employer's share of payroll taxes will be paid  
12 separately by Defendant in addition to the GSA.

13           3.     Upon the Settlement Administrator's disbursement of  
14 payments to the members of the "Certified Class", the Certified  
15 Class shall release BBSI, the Sanitation District and all other  
16 County Sanitation Districts of Los Angeles County and their  
17 respective directors, officers, members, employees, agents,  
18 attorneys, successors, assigns, and affiliates, and any past,  
19 present, or future parent, subsidiary, affiliate, predecessor  
20 successor, personal representative or heir, and all agents,  
21 employees, officers, directors, and attorneys thereof ("Released  
22 Parties") from all "Released Claims" through the date the Court  
23 enters an order granting preliminary approval of the Settlement,  
24 with "Released Claims" defined as: any and all claims that were  
25

1 or could have been pled based on the factual allegations in the  
2 operative Third Amended Complaint, including, without  
3 limitation, all individual and representative claims for minimum  
4 wages, overtime wages, prevailing wages, liquidated damages,  
5 interest, meal period premiums, statutory penalties, or any  
6 other forms of relief based on the factual allegations in the  
7 Third Amended Complaint. (¶3)

8       Upon the Settlement Administrator's disbursement of  
9 payments to the Aggrieved Employees, the Aggrieved Employees  
10 will be deemed to have released the Released Parties from all  
11 "Released PAGA Claims" through the date the Court enters an  
12 order granting preliminary approval of the Settlement, with  
13 "Released PAGA Claims" defined as: any and all PAGA claims that  
14 were or could have been pled based on the facts alleged in the  
15 notice provided to the Labor & Workforce Development Agency  
16 ("LWDA"). (Ibid.)

17  
18       As of the Effective Date, BBSI shall release the Sanitation  
19 District and all other County Sanitation Districts of Los  
20 Angeles County and their respective directors, officers,  
21 members, employees, agents, attorneys, successors, assigns, and  
22 affiliates from any and claims relating to the "Released Claims"  
23 as defined above including without limitation claims under the  
24 Labor Code, claims for indemnity and/or contribution, breach of  
25 contract, and/or for attorney fees and costs. (Ibid.)

1 As of the Effective Date, the Sanitation District and all  
2 other County Sanitation Districts of Los Angeles County and  
3 their respective directors, officers, members, employees,  
4 agents, attorneys, successors, assigns, and affiliates shall  
5 release BBSI and any parent, subsidiary, affiliate, predecessor  
6 or successor, and all agents, employees, officers, directors,  
7 and attorneys thereof from any and claims relating to the  
8 "Released Claims" as defined above. (Ibid.)  
9

10 4. All uncashed settlement checks, plus interest, must be  
11 delivered to the California State Controller's Unclaimed  
12 Property Division in the name of the Class Member/Aggrieved  
13 Employee who did not cash his or her check.

14 5. Pursuant to California Rules of Court, Rule 3.769(h),  
15 the Court retains jurisdiction over the parties with respect to  
16 enforcement of this Judgment under California Code of Civil  
17 Procedure Section 664.6.

18 CLERK TO GIVE NOTICE.

19 DATED: May 9, 2023



20 *Yvette M. Palazuelos*  
21 YVETTE M. PALAZUELOS  
22 JUDGE OF THE SUPERIOR COURT  
23 Yvette M. Palazuelos / Judge  
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