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individually, and on behalf of others
similarly situated

FILED
ALAMEDA COUNTY

JUL 05 2018

CLERK OF THE SUPERIOR COURT

By  Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

KAY MEYER, an individual, and on behalf of
others similarly situated

Plaintiff,

vs.

RENEWAL BY ANDERSEN, a corporation;
JEMICO, LLC, a limited liability company;
ANDERSEN CORPORATION, a corporation;
and DOES 1 through 50, inclusive,

Defendants

CASE NO. RG16834848

CLASS ACTION

[Assigned for all purposes to the Honorable
Brad Seligman, Dept. 23]

**SECOND AMENDED [~~PROPOSED~~]
ORDER OF FINAL APPROVAL AND
JUDGMENT**

Date: May 15, 2018
Time: 3:00 p.m.
Dept.: 23

Action Filed: October 12, 2016
Trial Date: None Set

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1 On January 16, 2018, the Court issued an order granting preliminary approval of the
2 proposed class action settlement between Plaintiff Kay Meyer ("Plaintiff") individually and on
3 behalf of all others similarly situated and Defendant Jemico, LLC ("Defendant"), pursuant to the
4 Stipulation of Class Action Settlement ("Settlement" or "Settlement Agreement"), attached as
5 Exhibit A to the Declaration of Matthew J. Matern in Support of Plaintiff's Motion for Preliminary
6 Approval of Class Action Settlement. Plaintiff now seeks an order granting final approval of the
7 Settlement Agreement.

8 Due and adequate notice having been given to the Settlement Class Members, as defined
9 below, and the Court having considered Plaintiffs' Notice of Motion and Motion for Final Approval
10 of Class Action Settlement ("Motion") and the exhibits thereto, all papers filed and proceedings had
11 herein and any written objections/disputes received regarding the proposed Settlement, and having
12 reviewed the record in the Actions, and good cause appearing,

13 *IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:*

14 **RECITALS**

15 1. The Complaint in this putative class action ("Action") was originally filed on July 15, 2016
16 in Los Angeles County. That Complaint was dismissed and refiled in this Court on October 12,
17 2016, alleging tolling pursuant to *American Pipe v. Construction Co. v. Utah* (1974) 414 U.S. 538,
18 550-51.

19 2. On July 31, 2017, a First Amended Complaint ("FAC") was filed pursuant to the Parties'
20 Stipulation which the Court approved.

21 3. The FAC alleges the following causes of action: (1) Failure to Provide Meal Periods; (2)
22 Failure to Authorize and Permit Rest Periods; (3) Failure to Pay Overtime Wages; (4) Failure to Pay
23 Minimum Wages; (5) Failure to Pay All Wages Due to Discharged and Quitting Employees; (6)
24 Failure to Furnish Accurate Itemized Wage Statements; (7) Failure to Maintain Required Records; (8)
25 Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; (9)
26 Unfair and Unlawful Business Practices; and (10) Penalties under the Labor Code Private Attorneys
27 General Act.

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1 4. The Court adopts and incorporates by reference all defined terms as set forth in the
2 Settlement Agreement.

3
4 5. The Court has jurisdiction over the subject matter of the Action, Plaintiff, the Settlement
5 Class Members, Defendant, the Settlement and the Settlement Agreement.

6 **FINDINGS**

7 6. The Court finds that the Settlement Agreement was made and entered into in good faith
8 and hereby approves the Settlement as fair, adequate, and reasonable to all Settlement Class Members.

9 7. The Notice provided to the Settlement Class Members conforms with the requirements
10 of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
11 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law,
12 and constitutes the best notice practicable under the circumstances, by providing individual notice to
13 all Settlement Class Members who could be identified through reasonable effort, and by providing due
14 and adequate notice of the proceedings and of the matters set forth therein to the Settlement Class
15 Members. The Notice fully satisfies the requirements of due process.

16 **ORDER**

17 8. Solely for purposes of effectuating the Settlement, the Court has certified a class defined
18 as: All non-exempt hourly employees of Defendant from July 15, 2012 to August 16, 2017, who did
19 not previously enter into a settlement agreement regarding the claims alleged in the Action.

20 9. One Class Member, Marina Sanchez, filed a timely request to be excluded from the
21 Settlement, and is therefore excluded from the Class and is not bound by the Settlement or the
22 Judgment in this Action.

23 10. Plaintiff and all Settlement Class Members ("Participating Class Members"), except
24 those Settlement Class Members who have submitted valid exclusions to the Settlement Administrator,
25 CPT Group, Inc. ("CPT"), shall have, upon entry of this Final Approval Order and Judgment, fully,
26 finally, and forever released, relinquished, and discharged all Released Claims against the Released
27 Parties.

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1 11. The Gross Settlement Amount, the Individual Settlement Awards and the methodology
2 used to calculate and pay each Participating Class Member's Individual Settlement Award are fair and
3 reasonable. The Court authorizes CPT to pay the Settlement Class Member Awards in accordance
4 with the terms of the Settlement Agreement.

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

7 13. From the Gross Settlement Amount, the California Labor and Workforce Development
8 Agency shall be paid Thirty-Five Thousand Dollars (\$35,000.00) for penalties under the Labor Code
9 Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*

10 14. From the Gross Settlement Amount, Plaintiff shall be paid a Class Representative
11 Service Award in the amount of Ten Thousand Dollars (\$10,000.00) for Plaintiff's services as the
12 Class Representative.

13 15. From the Gross Settlement Amount, Class Counsel is awarded the total amount of
14 Three Hundred and Eighty Five Thousand Dollars (\$385,000.00), for their reasonable attorneys' fees
15 incurred in the Action and Seventeen Thousand Nine Hundred Twenty-One and Thirty-Four Cents
16 (\$17,921.34) for their reasonable litigation costs incurred in the Action.

17 16. Ten percent (10%) of the attorneys' fees award will be held in Class Counsel's client-
18 trust account which is an IOLTA ("Interest on Lawyers' Trust Account") interest-bearing account with
19 interest being donated via the California State Bar to numerous nonprofit legal service organizations,
20 pending the submission and approval of a final Compliance Status Report after completion of the
21 distribution process. Upon the Court's approval of the final Compliance Status Report, the ten percent
22 (10%) of Class Counsel's attorneys' fees held in the IOLTA account shall be transferred to Class
23 Counsel's trust account.

24 17. From the Gross Settlement Amount, CPT shall be paid Settlement Administration
25 Costs in the amount of Thirteen Thousand Seven Hundred and Fifty Dollars (\$13,750.00).

26 18. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
27 and the Court directs that Judgment be entered in accordance with the terms of this Order.

28 19. A Compliance Hearing will be held on January 8, 2019 at 3:00 p.m. in Department 23.

1 20. The Parties, Counsel and CPT shall comply with the following timeline which is
 2 established pursuant to the Settlement Agreement and the court’s Procedural Guidelines for Final
 3 Approval of Class Action Settlements (“Procedural Guidelines”):

Action	Authority
Defendant to provide Gross Settlement Amount and Defendant’s share of payroll taxes to CPT.	Due with fifteen (15) days following Notice of Entry of the Final Approval Order. (Settlement Agreement, ¶ 44)
CPT to mail Individual Settlement Awards to Settlement Class Members.	Due within seven (7) days after Defendant provides CPT the Gross Settlement Amount. (Settlement Agreement, ¶ 44.a.)
CPT to mail PAGA payment to LWDA.	Due fourteen (14) days after Defendant provides CPT with the Gross Settlement Amount.
CPT to provide Class Counsel the court-awarded attorneys’ fees and costs, of which the greater of 10% or \$5,000 shall be held in an interest-bearing account maintained by Class Counsel pending the submission and approval of the final Compliance Status Report after completion of the distribution process.	Due no later than fourteen (14) days after Defendant provides CPT with the Gross Settlement Amount. (Settlement Agreement, ¶ 44.c. Holdback provision is pursuant to No. 5 of Court’s Procedural Guidelines).

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Void Date	CPT to void any uncashed checks after 180 days from issuance. (Settlement Agreement, ¶ 44.a.iv.)
Compliance Status Report	Due at least five (5) court days before Compliance Hearing (pursuant to No. 5 of Court's Procedural Guidelines).
Compliance Hearing	January 8, 2019 at 3:00 p.m.


JUDGMENT

21. Pursuant to Cal. Rule of Court 3.769(h), this Court retains jurisdiction over the Parties, all matters arising out of, or related to the Action, the Settlement, the Settlement Agreement, its administration and consummation and the determination of all controversies relating thereto, to enforce the terms of the Judgment.

22. This Judgment is intended to be a final disposition of this Action in its entirety, and is intended to be immediately appealable.

IT IS SO ORDERED and JUDGMENT IS HEREBY ENTERED.

Dated: 7/5/18


THE HONORABLE BRAD SELIGMAN