

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com
Benjamin H. Haber (SBN 315664)
benjamin@wilshirelawfirm.com
Maxim Gorbunov (SBN 343128)
mgorbunov@wilshirelawfirm.com
Bradford Smith (SBN 345879)
bsmith@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

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

PENNY LYNN JACKSON, individually, and on
behalf of all others similarly situated and on
behalf of the State of California and other
aggrieved persons; and STEVEN THOMAS
SMITH, individually and on behalf of others
similarly situated,

Plaintiffs,

v.

APPLE VALLEY COMMUNICATIONS, INC.,
a California corporation; AVCOM SERVICES
INC., a California corporation; and DOES 1
through 10, inclusive,

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB -1 2024

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

Case No. CIVSB2124721

CLASS ACTION

[Assigned for all purposes to: Hon. Joseph T.
Ortiz, Dept. S17]

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

FINAL APPROVAL HEARING

Date: February 1, 2024

Time: 1:30 p.m.

Dept: S17

1 On September 13, 2023, this Court issued an Order Granting Preliminary Approval of
2 Class Action Settlement. Plaintiffs Penny Lynn Jackson and Steven Thomas Smith
3 (collectively, "Plaintiffs") now seek an order granting final approval of the Class Action and
4 PAGA Settlement Agreement and Class Notice ("Settlement"), attached to the Declaration of
5 Justin F. Marquez in Support of Plaintiffs' Motion for Final Approval of Class Action
6 Settlement as **Exhibit 1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed
8 and considered the Settlement, Plaintiffs' Notice of Motion and Motion for Final Approval of
9 Class Action Settlement, the supporting declarations and exhibits thereto, all papers filed and
10 proceedings had herein, and the absence of any written objections received regarding the
11 proposed settlement, and having reviewed the record in this action, and good cause appearing
12 therefor,

13 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

14 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
15 Settlement filed in this case.

16 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
17 Settlement Class Members, and Defendants Apple Valley Communications, Inc. and AVCOM
18 Services Inc. (collectively, "Defendants").

19 3. The Court finds on a preliminary basis that the Settlement Agreement appears to
20 be fair, adequate, and reasonable and therefore meets the requirements for final approval. The
21 Court grants final approval of the Settlement and the Settlement Class based upon the terms set
22 forth in the Settlement Agreement between Plaintiffs and Defendants, attached to the
23 Declaration of Justin F. Marquez in Support of Plaintiff's Motion for Final Approval of Class
24 Action Settlement as **Exhibit 1**.

25 4. The Court finds that the Settlement appears to have been made and entered into in
26 good faith and hereby approves the settlement subject to the limitations on the requested fees and
27 enhancements as set forth below.

28 5. Plaintiffs and all Participating Class Members shall have, by operation of this Final

1 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendants
2 from all Released Claims as defined in the Settlement.

3 6. All Participating Class Members, on behalf of themselves and their respective
4 former and present representatives, agents, attorneys, heirs, administrators, successors, and
5 assigns, release Released Parties from all claims during the Class Period that were alleged, or
6 reasonably could have been alleged, based on the facts stated in the Operative Complaint and
7 Amended PAGA Notice and ascertained in the course of the Action, including any and all claims
8 for: (1) failure to pay earned wages (including minimum, straight time, overtime, and prevailing
9 wages); (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4)
10 failure to timely pay final wages at termination; (5) failure to provide accurate itemized wage
11 statements; (6) failure to indemnify for necessary business expenses; and (7) violation of
12 California's Unfair Competition Law, California Business and Professions Code §§ 17200, et seq.
13 and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under
14 said causes of action under California law, to the extent permissible, including, but not limited to,
15 the California Labor Code and the applicable Wage Orders. Participating Class Members will not
16 release any other claims, including claims for vested benefits, wrongful termination, violation of
17 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
18 workers' compensation, or claims based on facts occurring outside the Class Period.

19 7. All Aggrieved Employees are deemed to release, on behalf of themselves and their
20 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
21 and assigns, the Released Parties from all claims for PAGA penalties and attendant interest,
22 attorneys fees, costs, and all other amounts recoverable under PAGA, if any, during the PAGA
23 Period that were alleged, or reasonably could have been alleged, based on the facts stated in the
24 Operative Complaint, and the Amended PAGA Notice and ascertained in the course of the Action,
25 including and all claims based on: (1) failure to pay earned wages (including minimum, straight
26 time, overtime, and prevailing wages); (2) failure to provide meal periods; (3) failure to authorize
27 and permit rest periods; (4) failure to timely pay final wages at termination; (5) failure to provide
28 accurate itemized wage statements; and (6) failure to indemnify for necessary business expenses.

1 8. The Released Parties mean Defendants and each of its/their former and present
2 direct and/or indirect owners, dba's, affiliate, parent companies, subsidiaries, brother and sister
3 corporations, divisions, related, associated, and/or affiliated companies, successors and
4 predecessors, and current and former employees, attorneys, officers, directors, shareholders,
5 owners, trustees, attorneys, fiduciaries, beneficiaries, subrogees, executors, partners, privies,
6 agents, servants, insurers, representatives, administrators, employee benefit plans, and assigns of
7 said entities, and any individual or entity which could be liable for any of the Released Claims,
8 and Defendants' counsel of record in the Action.

9 9. As of the Effective Date, all members of the Settlement Class, except those that
10 made a valid and timely request to be excluded from the Settlement Class and Settlement, waive,
11 release, discharge, and promise never to assert in any forum or otherwise make a claim against any
12 of the Released Parties for any of the Released Claims arising during the Settlement Period.

13 10. The Parties shall bear their own respective attorneys' fees and costs, except as
14 otherwise provided for in the Settlement and approved by the Court.

15 11. Solely for purposes of effectuating the settlement, the Court finally certified the
16 following Class: "all persons employed by Defendants in California and classified as a
17 nonexempt employee who worked for Defendants during the Class Period."

18 12. The Class Period means the period from August 26, 2017 to March 12, 2023.

19 13. No Class Members have objected to the terms of the Settlement.

20 14. The Notice provided to the Class conforms with the requirements of California
21 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
22 by providing individual notice to all Class Members who could be identified through reasonable
23 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
24 therein to the Class Members. The Notice fully satisfies the requirements of due process.

25 15. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
26 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
27 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
28 Payments to the Participating Class Members in accordance with the terms of the Joint Stipulation.

1 16. Defendant shall pay a total of \$475,000.00 to resolve this litigation and to separately
2 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

3 17. From the Gross Settlement Amount, \$15,000.00 shall be paid to the California
4 Labor and Workforce Development Agency, representing 75% of the penalties awarded under the
5 terms of the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys
6 General Act of 2004, California Labor Code section 2698, *et seq.*

7 18. From the Gross Settlement Amount, \$10,000.00 shall be paid to each named
8 Plaintiff for their service as class representatives and for their agreement to release claims.

9 19. From the Gross Settlement Amount, \$15,000.00 shall be paid to the Settlement
10 Administrator, CPT Group, Inc.

11 20. The Court hereby confirms Justin F. Marquez, Benjamin H. Haber, and Arrash T.
12 Fattahi of Wilshire Law Firm, PLC as Class Counsel.

13 21. From the Gross Settlement Amount, Class Counsel is awarded \$158,333.33 for their
14 reasonable attorneys' fees and \$23,478.27 for their reasonable costs incurred in the Action. The
15 fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds
16 that the fees are reasonable in light of the benefit provided to the Class.

17 22. Notice of entry of this Final Approval Order and Judgment shall be given to Class
18 Members by posting a copy of the Final Approval Order and the Judgment on CPT's website for a
19 period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and
20 Judgment.

21 23. Without affecting the finality of this Order in any way, this Court retains continuing
22 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with
23 respect to all Parties to this action, and their counsel of record.

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24. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

IT IS SO ORDERED.

DATE: 2/1/24

Hon. Joseph T. Ortiz
San Bernardino County Superior Court

PROOF OF SERVICE

Jackson v. Apple Valley Communications, Inc., et al.
CIVSB2124721

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Min Jee Kim, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is minjee@wilshirelawfirm.com.

On January 9, 2024, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:


Jared L. Bryan (SBN 220925)
jared.bryan@jacksonlewis.com
Vincent L. Chen (SBN 311883)
Vincent.chen@jacksonlewis.com
Stacy C. Boura
stacy.boura@jacksonlewis.com
Aracely Orizaba
aracely.orizaba@jacksonlewis.com
JACKSON LEWIS P.C.
200 Spectrum Center Drive, Suite 500
Irvine, California 92618
Telephone: (949) 885-1360
Facsimile: (949) 885-1380

Attorneys for Defendants

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on January 9, 2024, at Los Angeles, California.



Min Jee Kim