

KKI
AUG 17 2020
B

Received 8/3/2020

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 12 2020

S. Salazar

1 HAINES LAW GROUP, APC
2 Paul K. Haines (SBN 248226)
3 phaines@haineslawgroup.com
4 Tuvia Korobkin (SBN 268066)
5 tkorobkin@haineslawgroup.com
6 2155 Campus Drive, Suite 180
7 El Segundo, California 90245
8 Tel: (424) 292-2350
9 Fax: (424) 292-2355

6 Attorneys for Plaintiffs, Settlement Class
Members, and Aggrieved Employees

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF RIVERSIDE

11 HECTOR CAMPOS-COREAS, as an
12 individual and on behalf of all others similarly
13 situated,

14 Plaintiff,

15 vs.

16 BENSON HOUSE, INC., a California
17 corporation; and DOES 1 through 100,

18 Defendants.

Case No.: RIC1722610

*[Assigned for all purposes to the Honorable
Sunshine S. Sykes; Dept. 6]*

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

Date: August 3, 2020
Time: 8:30 a.m.
Dept.: 6

Complaint Filed: December 1, 2017
FAC Filed: February 13, 2018
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on August 3, 2020, pursuant
2 to California Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary Approval
3 of Class Action Settlement (“Preliminary Approval Order”). Having considered the parties’
4 Stipulation of Settlement (“Settlement”)¹ and the documents and evidence presented in support
5 thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the
6 risks of further prosecution and the substantial benefits to be received by the Settlement Class
7 pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is
8 fair, reasonable, and adequate, and is the product of good faith, arm’s-length negotiations between
9 the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiffs’ Motion for
10 Final Approval of Class Action Settlement and ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is
12 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
13 Class consisting of:

14 All persons who are or were employed by Benson House, Inc.
15 (“Defendant”) in California as non-exempt employees at any time
between December 1, 2013 and November 21, 2019 (“Class Period”).

16 2. Plaintiffs Hector Campos-Coreas and Irazema Guzman are hereby confirmed as
17 Class Representatives, and Paul K. Haines, Tuvia Korobkin, and Stacey M. Shim of Haines Law
18 Group, APC are confirmed as Class Counsel.

19 3. Notice was provided to the Settlement Class as set forth in the Settlement, which
20 was approved by the Court on November 21, 2019, and the notice process has been completed in
21 conformity with the Court’s Orders. The Court finds that said notice was the best notice
22 practicable under the circumstances. The Class Notice provided due and adequate notice of the
23 proceedings and matters set forth therein, informed Settlement Class members of their rights, and
24 fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule
25 of Court 3.769, and due process.

26 _____
27 ¹ The Settlement was filed on November 13, 2019 as Exhibit 1 to the Supplemental Declaration
28 of Paul K. Haines In Support of Plaintiffs’ Motion for Preliminary Approval of Class Action
Settlement. All terms used in this Order and Final Judgment shall have the same meaning as that
assigned to them in the Settlement.

1 4. The Court finds that no Settlement Class member objected to the Settlement and
2 seven (7) individuals elected to opt-out of the Settlement, and that the resulting 98.5%
3 participation rate in the Settlement supports final approval. The following Settlement Class
4 members validly opted out of the Settlement, and will therefore not participate in the Settlement,
5 will not receive a Settlement Payment, and will not release any of the Released Claims against
6 any of the Released Parties by virtue of the Settlement or this Judgment: Roy McDonald; Linda
7 Ford; Naomi R. Shivers; Tiffany Bartholomew; Oluwatobi Keshinro; Hilda Raffull; and Kellishia
8 Worsham.

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

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

21 7. The Court orders that the Gross Settlement Amount in the amount of \$580,000.00
22 shall be deposited with the Settlement Administrator, CPT Group, Inc. within thirty (30) calendar
23 days of the date of this Order.

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

27 9. The Court finds incentive awards in the amount of \$5,000 each to Plaintiffs Hector
28 Campos-Coreas and Irazema Guzman are appropriate for their risks undertaken and service to the

1 Settlement Class. The Court finds these awards are fair, reasonable, and adequate, and orders the
2 Settlement Administrator to make these payments in conformity with the terms of the Settlement.

3 10. The Court finds that the attorneys' fees in the amount of \$193,333.33, and actual
4 litigation costs of \$11,134.81 for Class Counsel, are fair, reasonable, and adequate, and orders the
5 Settlement Administrator to distribute these payments to Class Counsel in conformity with the
6 terms of the Settlement.

7 11. The Court finds that a payment to the Labor & Workforce Development Agency
8 ("LWDA") in the amount of \$20,000 for the LWDA's share of civil penalties under the Labor
9 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the
10 Settlement Administrator make this payment in conformity with the terms of the Settlement.

11 12. The Court orders that the Settlement Administrator shall be paid \$9,000 from the
12 Gross Settlement Amount for all of its work done and to be done until the completion of this
13 matter, and finds that sum appropriate.

14 13. The Court finds and determines that upon satisfaction of all obligations under the
15 Settlement and this Order, all Settlement Class members are bound by the Settlement, have
16 released their claims as set forth in the Settlement, and are permanently barred from prosecuting
17 against the Released Parties any individual or class claims released pursuant to the Settlement.

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

23 15. As of the date of this Order and Final Judgment, Plaintiffs and all Settlement Class
24 members (except those who timely and validly opted out) shall release and discharge Defendant,
25 and its current and former officers, directors, employees, and agents, successors and assigns
26 ("Released Parties") from any and all claims alleged or that could have been alleged based on the
27 facts alleged in the Complaint and any claims based on facts alleged in the Complaint, including
28 without limitation: (1) all claims for failure to pay overtime wages, (2) failure to pay minimum

1 wage, (3) failure to provide meal periods or compensation in lieu thereof, (4) failure to authorize
2 and permit rest periods or compensation in lieu thereof, (5) failure to reimburse business expenses
3 (including, but not limited to, the use of personal cell phone at work), (6) failure to comply with
4 itemized wage statement provisions, (7) failure to pay wages upon termination of employment,
5 (8) violations of the IWC Wage Orders based on any of the above violations, claims of unfair
6 business practices under the California Business and Professions Code based on any of the above
7 violations, (9) claims for PAGA civil penalties based on any of the violations alleged in the
8 Complaint, (10) any other claims or penalties under the wage and hour laws pleaded in the
9 Complaint; and (11) all damages, penalties, interest, costs (including attorney’s fees) and other
10 amounts recoverable under said claims or causes of action as to the facts and/or legal theories
11 alleged in the Complaint (collectively referred to as the “Released Claims”). The Released Claims
12 include all claims meeting the above definition(s) under any and all applicable statutes, including
13 without limitation California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 516, 1174,
14 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; California Bus. & Prof. Code § 17200 *et*
15 *seq.*; and the PAGA. The release period for the Released Claims shall run for the duration of the
16 Class Period.

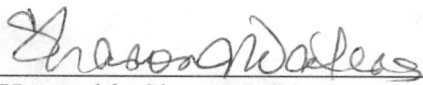
17 16. This document shall constitute a final judgment pursuant to California Rule of
18 Court 3.769(h) which provides, “If the court approves the settlement agreement after the final
19 approval hearing, the court must make and enter judgment. The judgment must include a
20 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
21 judgment. The court may not enter an order dismissing the action at the same time as, or after,
22 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, and this Final
23 Approval Order and Judgment.

24 17. The Court orders that this Final Approval Order and Judgment be posted on the
25 Settlement Administrator’s website within 5 Court days of the date it is entered.

26 18. The Court orders the Settlement Administrator to submit a final disbursement
27 report by May 7, 2021, and schedules a Final Review Hearing for May 17, 2021, in Department
28 6 of this Court at 8:30 a.m.

1 **IT IS SO ORDERED.**

2
3 Dated: Aug 10, 2020


4 Honorable Sharon J. Waters
5 Judge of the Superior Court

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

Hector Campos-Coreas v. Benson House, Inc.
Riverside County Superior Court Case No. RIC1722610

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

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 2155 Campus Drive, Suite 180, Suite 1550, El Segundo, California 90245.

On August 3, 2020, I served the foregoing document(s) described as:

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

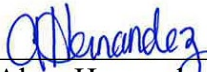
on the interested party(ies) in this action as follows:

Nathan V. Okelberry, Esq.
nokelberry@fisherphillips.com
Brendan Y. Joy, Esq.
bjoy@fisherphillips.com
FISHER & PHILLIPS LLP
444 S. Flower Street, Suite 1500
Los Angeles, CA 90071
Attorneys for Defendant BENSON HOUSE, INC.

(BY ELECTRONIC MAIL) Pursuant to Emergency Rule # 12 of the California Rules of Court, I sent the document(s) described above from the electronic service address ahernandez@haineslawgroup.com to the electronic service address(es) listed above.

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

Executed on August 3, 2020, at El Segundo, California.



Alma Hernandez