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ORIGINAL FILED
Superior Court of California
County of Los Angeles

AUG 19 2019

Sherri R. Carter, Executive Officer/Clerk
By: Roxanne Arralga, Deputy

10 Attorneys for Plaintiff MICHAEL SANCHEZ,
11 individually and on behalf of all other persons
12 similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MICHAEL SANCHEZ, individually and on
behalf of all other persons similarly situated

Plaintiff,

v.

ENVENT CORPORATION, a California
corporation; and Does 1 through 30, inclusive;

Defendant.

Case No. BC683827

Assigned to Hon. Kenneth Freeman
Dept. 14

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES,
COSTS, AND CLASS REPRESENTATIVE
ENHANCEMENT PAYMENT**

Date: August 19, 2019

Time: 2:00 p.m.

Dept.: 14

Plaintiff MICHAEL SANCHEZ's ("Plaintiff") Motion for Final Approval of Class
Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Service
Award, came on for hearing on August 19, 2019 at 2:00 p.m. in Department 14 of the above-
captioned court, the Honorable Kenneth Freeman, presiding. Shadie L. Berenji, Esq. of the
Berenji Law Firm, APC appeared on behalf of Plaintiff MICHAEL SANCHEZ and the
Settlement Class. Talya Friedman, Esq. of Jackson Lewis P.C. appeared on behalf of
Defendant ENVENT CORPORATION ("Defendant").

1 The Court having considered Plaintiff's Unopposed Motion for Final Approval of Class
2 Action Settlement and Plaintiff's Unopposed Motion for Attorneys' Fees, Costs, and Class
3 Representative Enhancement Payment that request: (1) certification of the class for settlement
4 purposes; (2) final approval of the class action settlement embodied in the Joint Stipulation of
5 Class Action Settlement and Release Between Plaintiff Michael Sanchez On Behalf of Himself
6 and All Other Similarly Situated and Defendant ("Stipulation of Settlement"); (3) confirmation
7 of Plaintiff as Class Representative and the enhancement award; (4) approval of the California
8 Private Attorneys General Act ("PAGA") penalty payment to the California Labor and
9 Workforce Development Agency ("LWDA"); (5) approval of Class Counsel's application for
10 attorneys' fees and litigation costs; and (6) entry of judgment approving the class action
11 settlement; oral arguments of counsel; as well as the entire record in this case, and good cause
12 appearing, hereby ORDERS, ADJUDGES AND DECREES as follows:

13 1. The Court hereby GRANTS full and final approval of the terms and conditions
14 contained in the Stipulation of Settlement between Plaintiff and Defendant and the Stipulation
15 of Settlement is hereby fully and finally approved and shall be carried out and effectuated
16 according to its terms and this order.

17 2. This Order incorporates by reference the definitions in the Stipulation of
18 Settlement and all terms defined therein shall have the same meaning in this Order.

19 3. The Court finds that the Stipulation of Settlement and the terms and conditions
20 set forth therein are fair, reasonable, and adequate and in the best interest of the Settlement
21 Class (defined below). The Court further finds that the Class Members who have not opted out
22 shall be bound by this settlement and the Court concludes that this settlement should be, and is,
23 hereby finally approved.

24 4. For purposes of this settlement only, the Settlement Class is defined as:

25 All persons employed by Defendant in the State of California as
26 technicians or similar positions and who were compensated by the
27 hour at any time from November 17, 2013 to March 18, 2019.

28 Members of the Settlement Class are referred to as "Class Members."

1 5. The Court finds that notice was given to Class Members of the terms of the
2 settlement and properly advised the Class Members of the final approval hearing, and that no
3 valid objections to the settlement have been made. The Court further finds that the Notice
4 Packet, given by first-class U.S. mail, was the best notice under the circumstances and satisfies
5 the requirements of due process under California Code of Civil Procedure section 382 and
6 applicable law.

7 6. Upon the Effective Date, Plaintiff and Participating Class Members have settled
8 and released the Released Parties of the Released Claims arising during the Released Claims
9 Period.

10 7. Plaintiff, Class Members, and Defendant shall consummate the settlement in
11 accordance with the terms of the Stipulation of Settlement. Except as expressly provided in the
12 Stipulation of Settlement, the Released Parties shall not have any further liability arising from
13 this action for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or
14 liability.

15 8. The Court confirms the appointment of the Class Representative and their
16 attorneys of record, Shadie L. Berenji, Esq. and Brittancee A. Marksbury of Berenji Law Firm,
17 APC, to act on behalf of the Settlement Class in connection with the settlement.

18 9. The Court hereby finds that Two Hundred Seventy-Five Thousand Four
19 Hundred Fifty Seven Dollars and Eighty-Eight Cents (\$275,457.88) is the amount of reasonable
20 attorneys' fees and Thirteen Thousand Four Hundred Three Dollars and Eighty-Five Cents
21 (\$13,403.85) is the amount of reasonable costs that should be paid to Class Counsel for all
22 work done in and to be done until the completion of this litigation, and as reimbursement for
23 reasonable fees and costs incurred in prosecuting this action, and hereby authorizes payment of
24 the said amounts from the Maximum Settlement Amount in accordance with the Stipulation of
25 Settlement.

26 10. Defendant is hereby ordered to pay the settlement awards to the Class
27 Representative, the Settlement Class, and the Labor and Workforce Development Agency in
28 accordance with the terms of the Stipulation of Settlement.

1 11. The Court retains continuing jurisdiction as to all matters relating to the
2 administration and consummation of the settlement as provided in the Stipulation of Settlement
3 and all other matters covered in this Order and the final judgment to be entered in this matter.

4 12. Nothing in this Order shall preclude any action to enforce Defendant's
5 obligations under the Stipulation of Settlement, including the requirement that it make
6 payments to the Settlement Class in accordance with the terms of the Stipulation of Settlement.

7 13. Upon entry of this Order, a final judgment shall be filed and entered herein and,
8 except as otherwise provided in the Stipulation of Settlement, Plaintiff, the Settlement Class,
9 and Class Counsel shall bear their own attorneys' fees, costs, and expenses incurred by them in
10 or arising out of the lawsuit (as defined in the Stipulation of Settlement) and shall not seek
11 reimbursement thereof from the Released Parties.

12 14. The Parties' Stipulation of Settlement shall not constitute admissions of liability
13 or fault by Defendant or Released Parties, or a finding as to the validity of any claims in the
14 lawsuit or of any wrongdoing or violation of law by Released Parties. The Stipulation of
15 Settlement and the settlement contemplated by the Stipulation of Settlement are not a
16 concession by the Parties and, to the extent permitted by law, neither this Order, the final
17 judgment, nor any of their terms or provisions, nor any of the negotiations or proceedings
18 connected with them, shall be offered as evidence or received in evidence in any pending or
19 future civil, criminal, or administrative action or proceeding to establish any liability of, or
20 admission by the Released Parties. Notwithstanding the foregoing, nothing in this Order or the
21 final judgment shall be interpreted as prohibiting the use of this Order or the final judgment in a
22 proceeding to consummate or enforce the Stipulation of Settlement or this Order or the final
23 judgment to defend against the assertion of claims in any other proceeding, or as otherwise
24 required by law.

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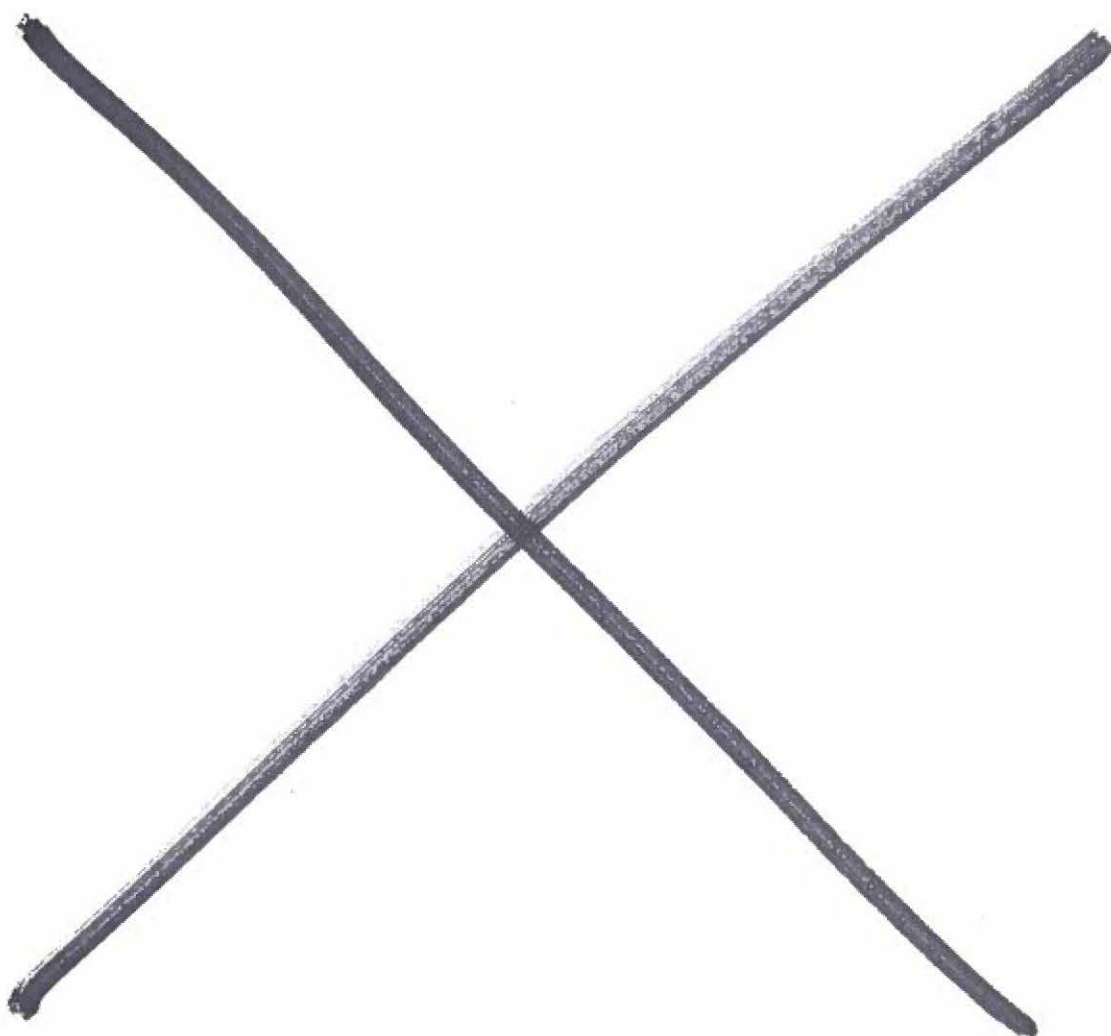
1 15. In the event that the settlement does not become effective in accordance with the
2 terms of the Stipulation of Settlement, then this Order shall be rendered null and void to the
3 extent provided by and in accordance with the Stipulation of Settlement and shall be vacated.

4 **IT IS SO ORDERED.**

5
6 Dated: AUG 19 2019

KENNETH R. FREEMAN

HON. KENNETH FREEMAN



1 **PROOF OF SERVICE**

2 I, Shadie L. Berenji, am employed in the County of Los Angeles, State of California.
3 I am over the age of 18 and not a party to the within action; my business address is 8383
Wilshire Blvd., Suite 708, Beverly Hills, California, 90211.

4 On the date set forth below, I served the documents entitled: **[PROPOSED] ORDER**
5 **GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS'**
6 **FEES, COSTS, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENT** on the
following interested party:

7 Talya Z. Friedman
8 Jaclyn P. Floryan
9 JACKSON LEWIS P.C.
725 S. Figueroa Street, Ste. 2500
Los Angeles, CA 90017-5408
Tel: (213) 689-0404
10 Fax: (213) 689-0430

Attorneys for Defendant ENVENT
CORPORATION

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12 ☒ **[by ELECTRONIC SERVICE]** Based on a court order and an agreement of the
13 parties to accept service by electronic transmission, I electronically served the above-listed
document(s) by uploading the document(s) to the Case Anywhere website.

14 ☒ **STATE** - I declare under penalty of perjury under the laws of the State of California
15 that the foregoing is true and correct.

16 Executed on August 19, 2019, at Beverly Hills, California.

17
18 SHADIE L. BERENJI

Print Name

By: _____


Signature