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

JUAN CANELA, individually, and on behalf of
other members of the general public similarly
situated,

Plaintiff,

vs.

HELIX ELECTRIC, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. BC721327

Assigned to the Hon. Stuart M. Rice

**~~AMENDED PROPOSED~~ ORDER AND
JUDGMENT GRANTING MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS AND
EXPENSES, AND A CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT**

Date: June 5, 2023
Time: 10:30 a.m.
Place: Department 1

Complaint Filed: September 17, 2018

FILED
Superior Court of California
County of Los Angeles

06/06/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

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1 Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and arm's-length
2 negotiations between the Parties; and that the terms of the settlement are in all respects fair, adequate, and
3 reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
8 sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to which
10 the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to
16 continue to litigate the case. Additionally, after considering the monetary recovery provided by the
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendant or by any other Released
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
21 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
23 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
24 whatsoever by or against Defendant or any of the other Released Parties.

25 10. With the exception of Sergio Sotelo Jimenez and Minna Gonzales who opted out of the
26 Settlement Class, final approval shall be with respect to: All persons who were employed by Defendant
27 Helix Electric, Inc. in the State of California in non-exempt positions at any time from September 17, 2014
28 through June 30, 2022 ("Participating Class Members").

1 11. Plaintiff Juan Canela is an adequate and suitable representative and is hereby appointed
2 the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and
3 commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement
4 Class, and that his interests are aligned with those of the Settlement Class.

5 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
6 \$7,500 for his service on behalf of the Settlement Class, and for agreeing to a general release of all claims
7 arising out of his employment with Defendant.

8 13. The Court finds that the attorneys at Capstone Law APC have the requisite qualifications,
9 experience, and skill to protect and advance the interests of the Settlement Class. The Court therefore finds
10 that counsel satisfy the professional and ethical obligations attendant to the position of Class Counsel, and
11 hereby appoints Capstone Law APC as counsel for the Settlement Class.

12 14. The settlement of civil penalties under PAGA in the amount of \$200,000 is hereby
13 approved. Seventy-Five Percent (75%), or \$150,000, shall be paid to the California Labor and Workforce
14 Development Agency. The remaining Twenty-Five Percent (25%), or \$50,000, will be paid to PAGA
15 Members.

16 15. The Court hereby awards \$2,166,667 in attorneys' fees and \$32,216.78 in costs and
17 expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable
18 for a contingency fee in a class action such as this; i.e., one-third of the common fund created by the
19 settlement. The Court finds that the award of attorneys' fees is appropriate in light of the benefit obtained
20 for the class and the efficiency with which class counsel conducted the litigation.

21 16. The Court approves settlement administration costs and expenses in the amount of
22 \$29,000 to CPT Group, Inc.

23 17. All Class Members were given a full and fair opportunity to participate in the Approval
24 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
25 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
26 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order and
27 Judgment shall be forever binding on all Participating Class Members. These Participating Class Members
28 have released and forever discharged the Released Parties for any and all Released Class Claims during

the Class Period:

All state and federal claims, rights, demands, liabilities, and causes of action, reasonably arising from, or related to, the facts alleged in the First Amended Complaint during the Class Period, including: (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for wage statement violations; (vii) all claims for failure to provide reporting time pay; (viii) all claims for the failure to reimburse for necessary business expenses; and (ix) all claims asserted through California Business & Professions Code §§ 17200, *et seq.* Any and all federal claims predicated on the foregoing claims, including but not limited to claims under the Fair Labor Standards Act (“FLSA”), shall likewise be released, and shall be barred by the settlement by virtue of *res judicata*, in accordance with *Rangel v. PLS Check Cashers of Cal., Inc.*, 889 F.3d 1106 (9th Cir. 2018).

18. Additionally, all PAGA Members and the LWDA have released and forever discharged the Released Parties for any and all Released PAGA Claims during the PAGA Period: All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the facts and/or allegations alleged in Plaintiff’s LWDA letter during the PAGA Period.

19. Judgment in this matter is entered in accordance with the above findings.

20. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties, including all Participating Settlement Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered herein.

21. Plaintiff shall file a declaration from the Settlement Administrator regarding the completion of settlement administration activities no later than June 4, 2024. The non-appearance Final Accounting Hearing is set for June 11, ~~2023~~ ²⁰²⁴ at 4 p.m. Plaintiff shall give notice of this Order and Judgment to Class Members, pursuant to rule 3.771 of the California Rules of Court, by posting an electronic copy of this Order and Judgment on the Settlement Administrator’s website.

IT IS SO ORDERED, ADJUDGED, AND DECREED.



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

Stuart M. Rice / Judge

Dated: R } ^ A E C H

HON. STUART M. RICE
Los Angeles County Superior Court Judge

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **June 5, 2023**, I served the document described as: **[AMENDED PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS AND EXPENSES, AND A CLASS REPRESENTATIVE ENHANCEMENT PAYMENT** on the interested parties in this action by sending ☐ the original ☐ [or] ☒ a true copy thereof ☒ to interested parties as follows ☐ [or] ☐ as stated on the attached service list:

Jon Yonemitsu (SBN 199026)
jyonemitsu@littler.com
Noah J. Woods (SBN 264823)
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Attorneys for Defendant
HELIX ELECTRIC, INC.

- ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.
- ☐ **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 e-mail address or e-mail of record in this action.
- ☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via Case Anywhere to the individuals listed above, as they exist on that database. This will constitute service of the document(s).
- ☐ **BY PERSONAL SERVICE:** I caused delivery of the document(s), enclosed in a sealed envelope, by hand via ProLegal Network to the offices of the addressee(s) named herein.
- ☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

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

Executed **June 5, 2023**, at Los Angeles, California.

Xochitl Tapia

Type/Print Name

Signature