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FILED
Superior Court of California
County of Los Angeles

JUL 15 2020

Sherri R. Carter, Executive Officer/Clerk
By Stephanie Chung Deputy

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

11 LENARD VALADEZ, on behalf of himself and
12 all others similarly situated,

13 Plaintiffs,

14 v.

15 NATIONAL TRACTOR SERVICE, INC., a
16 California Corporation; and Does 1 - 20,
17 inclusive,

18 Defendants.

Case No.: BC670643

*(Assigned For All Purposes To Hon. Daniel J.
Buckley, Dept. 1)*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND APPLICATION FOR
ATTORNEYS' FEES; AND FINAL
JUDGMENT THEREON**

Date: July 15, 2020
Time: 9:45 a.m.
Dept.: 1

Complaint Filed: August 1, 2017
Trial Date: None Set

RECEIVED
LOS ANGELES SUPERIOR COURT

MAY 14 2020

I. LOVO

[PROPOSED ORDER]

1 The Unopposed Motion For Final Approval Of Class Action Settlement by Plaintiff
2 Lenard Valadez (“Plaintiff” and/or “Class Representative”) in the above-captioned matter came
3 before the Court on July 15, 2020 at 9:45 a.m., with the Honorable Daniel J. Buckley presiding.

4 The Court having considered the papers submitted in support of the motion, HEREBY
5 RULES AS FOLLOWS:

6 1. The Court grants final approval of the class action settlement based upon the terms
7 set forth in the Settlement Agreement reached between Class Representative, on the one hand,
8 and Defendant National Tractor Service, Inc. (“Defendant”) on the other hand (the “Settlement”
9 or "Settlement Agreement"). The Court finds that the terms of the Settlement are fair, adequate,
10 and reasonable.

11 2. For purposes of this Order, the class or “Class Members” shall consist of “All
12 current and former non-exempt employees who were hired by National Tractor Service, Inc.,
13 within the State of California at any time from August 1, 2013 to the date of Preliminary Approval
14 as laborers and operators.

15 3. The Court hereby finds that the Settlement was the product of serious, informed,
16 non-collusive negotiations conducted at arm's length by the parties. In making this final finding,
17 the Court considered the nature of the claims set forth in the pleadings, the amounts and kinds of
18 benefits which shall be paid pursuant to the Settlement Agreement, the allocation of Settlement
19 proceeds among the Class Members, and the fact that the Settlement Agreement represents a
20 compromise of the parties' respective positions. The Court further finds that the terms of the
21 Settlement Agreement have no material deficiencies and do not improperly grant preferential
22 treatment to any individual Class Member. Accordingly, the Court finds that the Settlement
23 Agreement was reached in good faith.

24 4. The Court further finds that the notice procedure carried out by the parties and
25 CPT Group, Inc. (the “Claims Administrator”) met the requirements of due process and provided
26 the best notice practicable under the circumstances and constituted due and sufficient notice to
27 Class Members. Specifically, the Notice Packet that was disseminated to Class Members includes:
28 (1) the definition of the Class; (2) a description of the substantive issues and proceedings to date;

1 (3) a neutral description of the Settlement; (4) the amount of Attorneys' Fees and costs sought;
2 (5) information regarding the right to opt out of the Settlement, the procedure for doing so and
3 the date by which such action must be taken; (6) information regarding the right to challenge one's
4 number of workweeks, the procedure for doing so and the date by which such action must be
5 taken; (7) information regarding the right to participate in the Settlement, the procedure for doing
6 so and the date by which such action must be taken, if any; (8) information regarding the right to
7 file an objection to the Settlement, the procedure for doing so and the date by which such action
8 must be taken; (9) the consequences of participating in the Settlement, including the fact that one
9 will be bound by the judgment; (10) the date, time and place of the final approval hearing; (11)
10 the identity of the Class Representative; and (12) contact information of Counsel and the Claims
11 Administrator. A full opportunity was afforded to Class Members to participate in the Final
12 Approval hearing. No Class Member objected to the Settlement or requested exclusion from the
13 Settlement. Thus, the Court determines that all Class Members are bound by this Order and
14 Judgment.

15 5. The Court certifies the class for settlement purposes and finds that the class meets
16 all applicable standards for certification under California law.

17 6. The Court approves the Settlement, and each of the releases and other terms set
18 forth in the Settlement as fair, reasonable, and adequate as to the Class Members, Class
19 Representative, and the Defendant. The parties are directed to perform in accordance with the
20 terms set forth in the Settlement.

21 8. By this Order and Judgment, the Class Representative and all Class Members,
22 hereby release Defendant and the Released Parties, as defined in the Settlement Agreement, from
23 the Released Claims, as also defined in the Settlement Agreement.

24 9. Under Code of Civil Procedure § 664.6 and all other applicable law, the Court
25 reserves and retains exclusive and continuing jurisdiction over this case, Class Representative,
26 Class Members, and Defendant for the purpose of supervising the implementation, effectuation,
27 enforcement, construction, administration, and interpretation of the Settlement and this Order and
28 Judgment.

1 10. The Court determines that the plan of allocation for payment of the Net Settlement
2 Fund as set forth in the Settlement Agreement is fair and reasonable and that distribution of the
3 Net Settlement Fund to the Participating Class Members shall be done in accordance with the
4 terms set forth in the Settlement Agreement.

5 11. Plaintiff Lenard Valadez is hereby appointed as Class Representative for purposes
6 of settlement.

7 12. Daniel Srourian of the Srourian Law Firm, P.C. is appointed as Class Counsel for
8 purposes of settlement.

9 13. Defendant agrees that the Claims Administrator shall pay from the Gross
10 Settlement Fund of \$182,640.00: (i) the Claims Administrator for its Claims Administration
11 Costs; (ii) the LWDA Payment to the California Labor Workforce Development Agency
12 (“LWDA”); (iii) the Class Representative Service Award to the named Class Representative; (iv)
13 the Attorneys’ Fees to Class Counsel; and (v) the Litigation Costs to Class Counsel, as follows:

14 A. The Court hereby approves the payment of Claims Administration Costs
15 in the amount of up to \$10,000.00 to the Claims Administrator from the Gross Settlement Fund.

16 B. The Court hereby approves the payment of \$1,125.00 from the Gross
17 Settlement Fund to the LWDA.

18 C. The Court hereby approves the Class Representative Service Award of
19 \$5,000.00 to the Class Representative from the Gross Settlement Fund, in recognition of his
20 service to the class in initiating and maintaining this litigation and the risks undertaken for the
21 benefit of the class.

22 D. The Court hereby awards to Class Counsel the amount of \$60,880.00 for
23 Attorneys’ Fees, which the Court finds fair and reasonable and supported by detailed summaries
24 regarding the work performed that were submitted by Class Counsel in its supporting declaration.

25 E. The Court awards to Class Counsel the amount of ~~\$15,000.00~~ ^{\$14,518.10 SC} in Litigation
26 Costs for reimbursement of reasonable litigation costs it incurred in this action and supported by
27 detailed summaries regarding such incurred expenses that were submitted by Class Counsel in its
28 supporting declaration.


1 14. The Claims Administrator is directed to make the foregoing payments in
2 accordance with the terms of the Settlement and Class Counsel's further instructions.

3 15. This document constitutes the Judgment resolving the portion of the action against
4 Defendant according to the terms herein.

5 **16. The final accounting report is to be filed by 3/15/2021.**

6 **IT IS SO ORDERED.**

7 Date: July 15, 2020

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9 _____
10 HON. DANIEL J. BUCKLEY