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**FILED**  
Superior Court of California  
County of Los Angeles  
02/18/2022

Sherri R. Carter, Executive Officer / Clerk of Court  
By: I. Arellanes Deputy

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

JOSHUA MENDOZA, individually, and on behalf of other members of the general public similarly situated;

Plaintiff,

v.

SAVAGE SERVICES CORPORATION, a Utah corporation; and DOES 1 through 100, inclusive;

Defendants.

Case No.: 18STCV04798 [Lead Case]

[Consolidated with Case Nos.:  
19STCV03876 – filed February 7, 2019 &  
19STCV14317 – filed April 24, 2019]

Honorable Daniel J. Buckley  
Department 1

**CLASS ACTION**

**~~PROPOSED~~ ORDER OF FINAL APPROVAL AND JUDGMENT**

Hearing Date: February 18, 2022  
Hearing Time: 10:30 a.m.  
Hearing Place: Department 1

Complaint Filed: November 13, 2018  
FAC Filed: June 17, 2019  
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Joshua Mendoza’s, Randy  
2 Williams’, Omar Rivas’ (“Plaintiffs”) Motion for Final Approval of Class Action Settlement, Attorney  
3 Fee Award, Cost Award, and Class Representative Incentive Payments, and after considering the  
4 papers submitted in support of the motion, including the Amended Joint Stipulation and Settlement  
5 Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”), hereby FINDS AND ORDERS  
6 as follows:

7 Plaintiffs and Defendant Savage Services Corporation (“Defendant”) entered a Settlement  
8 Agreement on or about October 6, 2021 to settle this class action lawsuit.

9 The Court entered an Order dated October 13, 2021 preliminarily approving the settlement of  
10 this class action lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil Procedure  
11 section 382 and California Rule of Court 3.769, ordering notice to be sent to Class Members,  
12 scheduling a Fairness Hearing for February 18, 2022, and providing Class Members with an  
13 opportunity to object to the settlement or exclude themselves from the Class.

14 The Court held a Fairness Hearing on February 18, 2022 to determine whether to give final  
15 approval to the settlement of this class action lawsuit.

16 1. Incorporation of Other Documents. This Order of Final Approval and Judgment  
17 (“Order and Judgment”) incorporates the Agreement. Unless otherwise provided herein, all capitalized  
18 terms in this Order and Judgment shall have the same meaning as set forth in the Agreement.

19 2. Jurisdiction. Because adequate notice has been disseminated, and all Class Members  
20 have been given the opportunity to request exclusion from the Class, the Court has personal  
21 jurisdiction with respect to the claims of all Class Members. The Court has subject matter jurisdiction  
22 over this class action lawsuit, including jurisdiction to approve the settlement, grant final certification  
23 of the Class, and dismiss the class action lawsuit.

24 3. Final Class Certification. The Court finds that the Class satisfies all applicable  
25 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due process.  
26 Accordingly, the Court certifies, a Class consisting of all individuals employed by Defendant in  
27 California as hourly non-exempt employees between November 13, 2014 and May 16, 2021 (“Class,”  
28 “Class Members,” and “Class Period”). There are four hundred thirty (430) Class Members who did

1 not submit a valid and timely request to exclude themselves from the Settlement (“Participating Class  
2 Members”)<sup>1</sup>.

3 4. Adequacy of Representation. As Class Counsel, Douglas Han, Shunt Tatavos-  
4 Gharajeh, and Phillip Song of Justice Law Corporation and Zorik Mooradian and Haik Hacopian of  
5 Mooradian Law, APC (collectively, known as “Class Counsel”), have fully and adequately  
6 represented the Class for purposes of entering and implementing the Settlement Agreement and have  
7 satisfied the requirements of Code of Civil Procedure section 382.

8 5. Class Notice. The Court finds that the Notice of Class Action Settlement (“Class  
9 Notice”) and the Election Not To Participate or Opt-out Form (“Exclusion Form”) (collectively,  
10 known as the “Notice Packet”) and its distribution to Class Members have been implemented pursuant  
11 to the Settlement Agreement and this Court’s Preliminary Approval Order and that they:

12 a. constitute the best practicable notice to Class Members under the circumstances  
13 of the class action lawsuit;

14 b. constitute notice that was reasonably calculated, under the circumstances, to  
15 apprise Class Members of: (i) the pendency of the class action lawsuit; (ii) the material terms and  
16 provisions of the Settlement and their rights under the Settlement; (iii) their right to object to any  
17 aspect of the proposed Settlement (including final certification of the Class, the fairness,  
18 reasonableness and adequacy of the settlement, the adequacy of the Class’s representation by  
19 Plaintiffs and Class Counsel, and/or the award of Plaintiffs’ Class Representative Incentive Payments,  
20 Attorney Fee Award, and Cost Award); (iv) their right to exclude themselves from the Class and the  
21 Settlement; (v) their right to claim an Individual Settlement Share; (vi) their right to appear at the  
22 Settlement Fairness Hearing; and (vii) the binding effect of the orders and judgment in the class  
23 action lawsuit, whether favorable or unfavorable, on all Participating Class Members;

24 c. constitute notice that was reasonable, adequate, and sufficient to all Class  
25 Members; and

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28 <sup>1</sup> CPT Group mailed Notice Packets to four hundred thirty-one (431) Class Members and  
received one (1) request for exclusion. Thus, there are four hundred thirty (430) Participating Class

1 d. constitute notice that fully satisfied the requirements of Code of Civil Procedure  
2 section 382, California Rule of Court 3.769, and due process.

3 6. Final Settlement Approval. The terms and provisions of the Settlement Agreement  
4 have been entered in good faith and are the product of arm's-length negotiations by experienced  
5 counsel who have done a meaningful investigation of the claims in the dispute. The Settlement  
6 Agreement and all its terms and provisions are fully and finally approved as fair, reasonable, adequate,  
7 and in the Parties' best interests. The Parties are hereby directed to implement the Settlement  
8 Agreement according to its terms and provisions.

9 7. Binding Effect. The terms and provisions of the Settlement Agreement and this Order  
10 and Judgment are binding on the Participating Class Members, as well as their heirs, executors and  
11 administrators, successors, and assigns, and those terms shall have res judicata and other preclusive  
12 effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of  
13 any such persons, to the extent those claims, lawsuits, or other proceedings involve matters that were  
14 or could have been raised in the class action lawsuit and are encompassed by the release of the  
15 Participating Class Members' Released Claims as set forth in the Settlement Agreement. This  
16 Settlement will have no binding effect upon, and provide no res judicata preclusion to, those Class  
17 Members who have submitted requests for exclusion.

18 8. Release of Claims. The Released Claims means any and all claims that are alleged in  
19 and based on the facts alleged in the complaints, including the allegations contained in the letter  
20 Plaintiffs sent to the California Labor and Workforce Development Agency ("LWDA"), arising within  
21 the Class Period ("Released Claims").

22 a. Effect of PAGA Settlement. As of the Effective Final Settlement Date, the Settlement  
23 forever bars Plaintiffs, the LWDA, and any other representative, proxy, or agent  
24 thereof, including, but not limited to, any and all Eligible Aggrieved Employees during  
25 the Private Attorneys General Act of 2004 ("PAGA") Timeframe, from pursuing any  
26 action for civil penalties under PAGA, Labor Code sections 2698, *et seq.*, against, the  
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Members.

1 Released Parties based on or arising out of alleged violations of Labor Code sections  
2 alleged in Plaintiffs' letter to the LWDA and the operative complaints.

3 b. Plaintiffs' Release of Claims and General Release. As of the Effective Final Settlement  
4 Date, and in exchange for the Class Representative Incentive Payments to the Plaintiffs  
5 in an amount not to exceed \$10,000 each, in recognition of their work and efforts in  
6 obtaining the benefits for the Class and undertaking the risk for the payment of costs in  
7 the event this matter had not successfully resolved, Plaintiffs also give a general release  
8 of claims for themselves and their respective spouses, heirs, successors and assigns.  
9 Plaintiffs' Release of Claims also includes a waiver of Civil Code section 1542.

10 c. Released Parties. The Released Parties include Defendant and any of its past, present,  
11 and future parents, affiliates, subsidiaries, division, predecessors, successors, and  
12 assigns, and each of their officers, directors, board members, trustees, shareholders,  
13 employees, agents, attorneys, auditors, accountants, experts, contractors, stockholders,  
14 representatives, partners, insurers, reinsurers, and other persons acting on their behalf  
15 ("Released Parties").

16 9. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude any  
17 action to enforce the terms and provisions of the Settlement Agreement.

18 10. Plaintiffs' Class Representative Incentive Payments. The Court finds that Class  
19 Representative Incentive Payments in the amount of \$10,000, to be paid by Defendant to each Plaintiff  
20 out of the Gross Fund Value, to be reasonable and appropriate. Plaintiffs' Class Representative  
21 Incentive Payments are to be paid pursuant to the terms and provisions set forth in the Agreement.

22 a. The rationale for making incentive payments is that the class representatives should be  
23 compensated for the expense and risk they have incurred in conferring a benefit on  
24 other class members. Such incentive payments are appropriate if they are necessary to  
25 induce individuals to participate in the suit. Criteria courts may consider include: (1)  
26 the risk to the class representatives in commencing suit, both financial and otherwise;  
27 (2) the notoriety and personal difficulties encountered by the class representatives; (3)  
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1 the amount of time and effort spent by the class representatives; (4) the duration of the  
2 litigation; and (5) personal benefit (or lack thereof) enjoyed by class representatives.

3 b. The Court has reviewed Plaintiffs' declarations outlining their involvement in this case.

4 Given the risks inherent in their services as the Class Representatives, the duration of  
5 the case and time involved, and the benefits created for the Class, the Court approves  
6 the Class Representative Incentive Payments in the amount of \$10,000 to each Plaintiff.

7 11. Attorney Fee Award and Cost Award. The Court finds an Attorney Fee Award of  
8 \$402,500, to be paid out of the Gross Fund Value by Defendant to Class Counsel, to be reasonable and  
9 appropriate. The Court further finds that an award of the Cost Award as reimbursement for actual  
10 litigation costs collectively incurred in the amount of \$24,156.25, to be paid by Defendant to Class  
11 Counsel out of the Gross Fund Value, to be reasonable and appropriate. Such fees and costs are to be  
12 paid pursuant to the terms and provisions set forth in the Settlement. Defendant shall not be required to  
13 pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or  
14 any other counsel representing Plaintiffs or Class Members, or incurred by Plaintiffs or Class  
15 Members, in connection with or related in any manner to the class action lawsuit, the Settlement, the  
16 administration of the Settlement, and/or the Participating Class Members' Released Claims.

17 a. The Court has an independent right and responsibility to review the requested Attorney  
18 Fee Award and only award so much as it determines reasonable. (See *Garabedian v.*  
19 *Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-28.) The  
20 Attorney Fee Award requested by Class Counsel in the sum of \$402,500 is thirty-five  
21 percent (35%) of the common fund created for the benefit of the Class and is supported  
22 by use of the percentage-fee method. (See *Laffitte v. Robert Half International, Inc.*  
23 (2016) 1 Cal.5th 480, 504.) Considering the results achieved for the Class, the financial  
24 risk taken by Class Counsel, the novel and difficult nature of this litigation, the skill  
25 required to deal with these issues, percentage of fees awarded in other cases, and the  
26 contingent fees charged in the private marketplace, the Court finds that the requested  
27 Attorney Fee Award is consistent with the legal marketplace, is reasonable, and is  
28 approved.

1           b. The Court has also reviewed Class Counsel’s declarations regarding the costs expended  
2           in the prosecution of this litigation. Under the terms of the Settlement, Plaintiffs may  
3           seek reimbursement of up to \$25,000 in litigation costs. The Court finds that Plaintiffs  
4           have collectively expended \$24,156.25 in litigation costs and that such costs were  
5           reasonable in the prosecution of this matter. Therefore, the Court approves the payment  
6           of the Cost Award in the amount of \$24,156.25 from the common fund for the  
7           reimbursement of Class Counsel’s litigation costs.

8           12. Administration Costs. The Court finds that Administration Costs in the amount of  
9           \$12,250, to be paid by Defendant to the Settlement Administrator out of the Gross Fund Value, to be  
10          reasonable and appropriate. The Administration Costs are to be paid pursuant to terms and provisions  
11          set forth in the Settlement Agreement.

12          a. The Court has reviewed the Declaration of Irvin Garcia from CPT Group, Inc. (“CPT  
13          Group”), the Court-approved Settlement Administrator. The Court finds that notice was  
14          provided to the Class pursuant to the Preliminary Approval Order, that the notice  
15          constitute the best practicable notice to the Class, and that the notice satisfied due  
16          process. CPT Group has discharged its duties to provide notice to the Class. Thus, the  
17          Court approves a payment for Administration Costs in the amount of \$12,250 for CPT  
18          Group’s services in administering this settlement, including the mailing of Individual  
19          Settlement Shares according to the terms of the Settlement Agreement.

20          13. PAGA Payment. The Court finds that PAGA Payment in the sum of \$50,000, seventy-  
21          five percent (75%) of which (\$37,500) will be distributed to the LWDA out of the Gross Fund Value  
22          and twenty-five percent (25%) of which (\$12,500) shall be part of the Net Fund Value distributed to  
23          Eligible Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA  
24          Payment is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

25          14. Funding of the Settlement. No later than thirty (30) calendar days after the final  
26          approval of the settlement can no longer be appealed, or, if there are no objectors and no Plaintiffs in  
27          intervention at the time the Court grants final approval of the settlement, the date the court enters  
28          judgment granting final approval of the settlement, Defendant shall pay the Gross Fund Value of

1 \$1,150,000 into the Qualified Settlement Fund set up by the Settlement Administrator by wiring the  
2 funds. Within fifteen (15) business days after the Settlement is funded, the Settlement Administrator  
3 shall calculate and pay all payments due under the Settlement, including all Individual Settlement  
4 Shares, the Attorney Fee Award, the Cost Award, the Class Representative Incentive Payments, the  
5 PAGA Payment, and the Administration Costs. The Settlement Administrator will forward a check for  
6 seventy-five percent (75%) of the PAGA Payment to the LWDA for settlement of the PAGA claim.

7 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the Settlement  
8 is entitled to a presumption of fairness. In their moving papers, Plaintiffs contend that the proposed  
9 Settlement was the product of arm's-length negotiations following extensive litigation, discovery, and  
10 exchange of documentation relating to Plaintiffs' claims. The negotiations were facilitated with the  
11 assistance of Deborah Saxe, an experienced and well-respected class action mediator.

12 a. Moreover, with respect to the benefit to the Class Members, Plaintiffs' moving papers  
13 indicate that the *highest* Individual Settlement Share will be about \$3,702.25, and the  
14 *average* Individual Settlement Share will be about \$1,493.26 under the proposed  
15 allocation, which is based on the number of weeks worked during the Class Period.

16 b. There were no objections to the Settlement and one (1) request for exclusion from the  
17 Settlement. This is further proof of the fairness of the Settlement.

18 16. Uncashed Checks. Participating Class Members and Eligible Aggrieved Employees  
19 must cash or deposit their settlement checks within one hundred and eighty (180) calendar days after  
20 the checks are mailed to them. If any checks are not redeemed or deposited within ninety (90) days  
21 after mailing, the Settlement Administrator will send a reminder postcard. If any checks remain  
22 uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the  
23 Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed,  
24 pay the amount of the Individual Settlement Share to the State Controller's Office.

25 17. Compliance Hearing. The Court sets a final accounting and compliance date for  
26 ~~CEP-DCGH~~ at ~~1:00~~ a.m./p.m. in Department 1. No later than five (5) court days before the final  
27 accounting and compliance date Plaintiffs shall file declarations regarding compliance.

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1           18.    Modification of Settlement Agreement. The Participating Class Members are hereby  
2 authorized, upon approval of the Court, to agree to and adopt amendments to or modifications of the  
3 Settlement Agreement, by a written instrument signed by the Parties' counsel or their successor-in-  
4 interest. Such amendments or modifications shall be consistent with this Order and Judgment and  
5 cannot limit the rights of Participating Class Members under the Settlement Agreement.

6           19.    Retention of Jurisdiction. The Court has jurisdiction to enter this Order and Judgment.  
7 This Court expressly retains jurisdiction for the administration, interpretation, effectuation, and/or  
8 enforcement of the Settlement Agreement and of this Order and Judgment, and for any other necessary  
9 purpose, including, without limitation:

- 10           a.    enforcing the terms and provisions of the Settlement and resolving any disputes, claims,  
11                or causes of action in the class action that, in whole or in part, are related to or arise out  
12                of the Settlement or this Order and Judgment;
- 13           b.    entering such additional orders as may be necessary or appropriate to protect or  
14                effectuate this Order and Judgment approving the Settlement, and permanently  
15                enjoining Plaintiffs from initiating or pursuing related proceedings, or to ensure the fair  
16                and orderly administration of the Settlement; and
- 17           c.    entering any other necessary or appropriate orders to protect and effectuate this Court's  
18                retention of continuing jurisdiction.

19           For the reasons set forth above, the Motion for Final Approval of Class Action Settlement,  
20 Attorney Fee Award, Cost Award, and Class Representative Incentive Payments is GRANTED. The  
21 Settlement Administrator is directed to carry out the terms of the Settlement Agreement forthwith.

22           THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF THE  
23 SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT 3.769, THE  
24 COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER  
25 AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS  
26 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS  
27 ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

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IT IS SO ORDERED.

DATED: 02/18/2022



*Daniel J. Buckley*

HONORABLE DANIEL J. BUCKLEY  
SUPERIOR COURT JUDGE

Daniel J. Buckley / Judge