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Attorneys for Plaintiffs

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

DAVID DOUGLASS, an individual,
KEVIN LARSEN, an individual,
GILBERT COTA, an individual; and
TRAVIS HOLLAND, an individual, on
behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

SGB ENTERPRISES, INC., a Delaware
Corporation; and DOES 1-10, inclusive,
Defendants.

CASE NO. BC715068

Assigned for All Purposes to:
Hon. Ann I. Jones (Dept SS11)

~~PROPOSED~~ JUDGMENT

By Fax

Date: January 15, 2020
Time: 10:00 a.m.
Dept.: SS11

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JAN 17 2020

Sherri B. Carter, Executive Officer/Clerk of Court
By Patricia Flores Deputy

[PROPOSED] JUDGMENT

1 This matter came on for hearing on January 15, 2020, at 10:00 a.m., in Department 11 of the
2 above-captioned Court for a Motion for Final Approval of Class Action Settlement and Settlement of
3 PAGA Claim, Attorneys' Fees, Costs, Class Representative Service Award, and Entering of Final
4 Judgment. Having received and considered the Settlement Agreement, the supporting papers filed by
5 the Parties, and the evidence and argument received by the Court in conjunction with the Motion for
6 Preliminary Approval of Class Action Settlement, and the instant Plaintiff's Unopposed Motion for
7 Final Approval of Class Action Settlement and Settlement of PAGA Claim, Attorneys' Fees, Costs,
8 Class Representative Service Award, and Entering of Final Judgment, the Court grants final approval
9 of the Settlement and **HEREBY ORDERS AND ADJUDICATES AS FOLLOWS:**

10 **JUDGMENT**

11 1. The Court hereby certifies the a Class for purposes of settlement, as that term is defined
12 in and by the terms of the Settlement Agreement, as follows: all current and former non-exempt
13 employees of Defendant who worked in California at any time from July 13, 2014 through July 22,
14 2019, and the Court deems this definition sufficient for purposes of California Rule of Court, Rule
15 3.765(a).

16 2. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all
17 members of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the
18 Settlement, of their right to receive their proportional Individual Settlement Payment, of their right to
19 request exclusion from the Class and the Settlement, of their right to comment upon or object to the
20 Settlement and to appear in person or by counsel at the final approval hearing and of the date set for
21 the Final Approval hearing. Adequate periods of time were provided by each of these procedures.

22 3. In response to the Notice, no member of the Class requested exclusion from the
23 settlement, filed written objections to the Settlement, or stated an intention to appear at the final
24 approval hearing.

25 4. Upon the funding of the Settlement by Defendant, the following release shall be
26 binding upon Plaintiff and all Class Members pursuant to paragraph 14 et seq. of the Settlement
27 Agreement:
28

1 Plaintiff and all Class Members (“Releasing Parties”) release Defendant as well as all of its
2 current or former subsidiaries, affiliates, parent corporations, predecessors, insurers, agents,
3 employees, board members, successors, assigns, officers, owners, third-party consultants,
4 staffing agencies (and those staffing agencies’ workers), officials, directors, attorneys, personal
5 representatives, executors, and shareholders, including Defendant’s pension, profit sharing,
6 savings, health, and other employee benefit plans of any nature, the successors of such plans, and
7 those plans’ respective current or former trustees and administrators, agents, employees, and
8 fiduciaries (collectively the “Releasees” or the “Released Parties”), of and from any and all
9 claims, rights, demands, charges, complaints, causes of action, punitive or statutory damages,
10 penalties, liquidated damages, expenses, attorneys’ fees and costs, interest, obligations or
11 liability of any and every kind that were, or could have been, asserted in the Action or are based
12 on or arise out of the facts alleged in any complaint filed in the Action at any time from July 13,
13 2014, through [July 22, 2019], including without limitation any claims for failure to pay any and
14 all forms of wages or penalties; failure to pay straight time; failure to pay overtime, double-time
15 and regular rate wages; failure to provide compliant meal and rest periods; failure to maintain
16 required business records; failure to provide compliant wage statements and other failure to
17 properly calculate compensable hours worked; waiting time penalties; reporting time pay; wage
18 and hour claims; all record keeping, notice and posting claims; misclassification claims;
19 liquidated damages; conversion of wages; any claims arising from the failure to implement a
20 lawful Alternative Work Week schedule; claims arising under Labor Code sections 201, 201.3,
21 202, 203, 204, 206, 218, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 510, 511, 512, 558,
22 1174, 1174.5, and 1198; unfair business practices under California Business and Professions
23 Code Section 17200; and penalties under the California Private Attorneys General Act,
24 California Labor Code sections 2698 et seq., (collectively the “Released Claims”).
25

26 As to those Settlement Class Members who cash their FLSA checks only, the release will
27
28

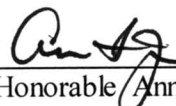
1 also include all claims that reasonably could have been raised under the Fair Labor
2 Standards Act, 29 U. S. C. § 201 et seq. In addition to the Released Claims above, Plaintiff [has
3 agreed to] a general release of all claims, as set forth in Sections 14.3 and 14.4 [of the Settlement
4 Agreement].

5
6 The Parties agree that the Released Claims are being released up through the date the
7 Court grants preliminary approval of the Settlement. The Released Claims for the unnamed class
8 members shall not include any claims for personal injuries, claims for retirement benefits, or
9 claims unrelated to purported violations of federal or state wage and hour laws and any other
10 claims that cannot be released as a matter of law.”

11
12 5. This document shall constitute a judgment for purposes of California Rules of Court,
13 Rule 3.769(h) and incorporates the Court’s Tentative Ruling made on January 15, 2020 and attached
14 hereto as Exhibit A. In accordance with, and for the reasons stated in this Order, judgment shall be
15 entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and
16 Rules 3.769 and 8.104 of the California Rules of Court whereby named Plaintiff/Class Representative
17 and all Class Members shall take nothing from Defendants except as expressly set forth in the
18 Settlement Agreement, in conjunction with Plaintiff’s Unopposed Motion for Final Approval of the
19 Class Action Settlement. The Court pursuant to California Rule of Court 3.769(h) shall retain
20 jurisdiction over the parties to enforce the terms of the judgment.

21
22 **IT IS SO ORDERED AND ADJUDICATED.**

23
24
25 DATED: 1-17-20

26 
27 Honorable Ann I. Jones
28 Judge of the Superior Court

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14 Attorneys for Plaintiffs

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

DAVID DOUGLASS, an individual,
KEVIN LARSEN, an individual,
GILBERT COTA, an individual; and
TRAVIS HOLLAND, an individual, on
behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

SGB ENTERPRISES, INC., a Delaware
Corporation; and DOES 1-10, inclusive,
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JAN 17 2020

Sherri B. Carter, Executive Officer/Clerk of Court
By Patricia Flores Deputy

CASE NO. BC715068

Assigned for All Purposes to:
Hon. Ann I. Jones (Dept SS11)

[AMENDED PROPOSED] FINAL
APPROVAL ORDER

By Fax

Date: January 15, 2020
Time: 10:00 a.m.
Dept.: SS11

[PROPOSED] ORDER

1 This matter came on for hearing on January 15, 2020, at 10:00 a.m., in Department 11 of the
2 above-captioned Court for a Motion for Final Approval of Class Action Settlement and Settlement of
3 PAGA Claim, Attorneys' Fees, Costs, Class Representative Service Award, and Entering of Final
4 Judgment. Having received and considered the Settlement Agreement, the supporting papers filed by
5 the Parties, and the evidence and argument received by the Court in conjunction with the Motion for
6 Preliminary Approval of Class Action Settlement, and the instant Plaintiff's Unopposed Motion for
7 Final Approval of Class Action Settlement and Settlement of PAGA Claim, Attorneys' Fees, Costs,
8 Class Representative Service Award, and Entering of Final Judgment, the Court grants final approval
9 of the Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING**
10 **DETERMINATIONS:**

11 1. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all
12 members of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the
13 Settlement, of their right to receive their proportional Individual Settlement Payment, of their right to
14 request exclusion from the Class and the Settlement, of their right to comment upon or object to the
15 Settlement and to appear in person or by counsel at the final approval hearing and of the date set for
16 the Final Approval hearing. Adequate periods of time were provided by each of these procedures.

17 2. In response to the Notice, no member of the Class has requested exclusion from the
18 settlement, filed written objections to the Settlement, or stated an intention to appear at the final
19 approval hearing.

20 3. The Court finds and determines that this notice procedure afforded adequate protections
21 to Class Members and provides the basis for the Court to make an informed decision regarding
22 approval of the Settlement based on the Class Members' response. The Court finds and determines
23 that the Notice provided in the Action was the best notice practicable, which satisfied the requirements
24 of law and due process.

25 4. The Court hereby certifies the a Class for purposes of settlement, as that term is defined
26 in and by the terms of the Settlement Agreement, as follows: all current and former non-exempt
27 employees of Defendant who worked in California at any time from July 13, 2014 through July 22,
28

1 2019, and the Court deems this definition sufficient for purposes of California Rule of Court, Rule
2 3.765(a).

3 5. The Court further finds and determines that the terms of the Settlement are fair,
4 reasonable, and adequate to the Class and to each Class Member and that the Settlement is ordered
5 finally approved, and that all terms and provisions of the Settlement Agreement should be and hereby
6 are ordered to be consummated. The Court finds and determines that the Individual Settlement
7 Payments provided for by the terms of the Settlement to be paid to the Class are fair and reasonable.
8 The Court hereby approves the terms set forth in the Settlement Agreement and finds that the
9 Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the
10 Settlement according to its terms. The Court finds that the Settlement was reached as a result of
11 informed and non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court
12 further finds that the Parties conducted extensive investigation, research, and discovery and that their
13 attorneys were able to reasonably evaluate their respective positions. The Court also finds that
14 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as
15 well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the
16 monetary recovery provided as part of the Settlement and recognizes the significant value accorded to
17 the Class. The Court's findings in its January 15, 2020 Tentative Ruling are hereby incorporated by
18 reference and attached hereto as Exhibit A.

19 6. The Court hereby gives final approval to and orders the payment of those amounts be
20 made to the participating members of the Class in accordance with the terms of the Settlement
21 Agreement.

22 7. The Court hereby confirms Lazarski Law Practice, P.C. and Adept Employment Law,
23 APC as Class Counsel in this action. Pursuant to the terms of the Settlement, and the authorities,
24 evidence, and argument submitted by Class Counsel, the Court hereby awards Class Counsel
25 attorneys' fees in the sum of \$100,000.00 and litigation costs of \$9,347.66. The Court finds such
26 amounts to be fair and reasonable. The Court hereby orders the Settlement Administrator to make
27 these payments in accordance with the terms of the Settlement Agreement 6.
28

1 8. The Court hereby confirms the Plaintiff Gilbert Cota as the Class Representative in this
2 action. The Court finds and determines the Class Representative Award/General Release Payment in
3 the sum of \$10,000.00 to Plaintiff Cota is fair and reasonable. The Court hereby orders the
4 Administrator to make this payment to the Plaintiff/Class Representative in accordance with the terms
5 of the Settlement Agreement. Plaintiff is bound by the releases as stated in the Settlement Agreement
6 including but not limited to a general release and California Civil Code Section 1542 waiver.

7 9. The Court finds and determines that the payment to be paid to the Settlement
8 Administrator, CPT Group, Inc. in the sum of \$8,500.00 for its fee and expenses incurred is fair and
9 reasonable. The Court hereby orders the Administrator to make this payment to itself in accordance
10 with the terms of the Settlement Agreement.

11 10. The Court finds and determines that payment to the California Labor and Workforce
12 Development Agency of \$7,500.00 as its share of the settlement of civil penalties in this case is fair,
13 reasonable, and appropriate. The Court hereby gives final approval to and orders that the payment of
14 that amount be paid in accordance with the Settlement Agreement.

15 11. The Court approves payment of \$5,833.03 for Defendant's share of payroll taxes.

16 12. Neither Defendants nor any related persons or entities shall have any further liability
17 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
18 provided for by the Settlement Agreement.

19 13. Nothing in this Order shall preclude any action to enforce the Parties' obligations
20 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that
21 Defendants make payments to Participating Class Members in accordance with the Settlement
22 Agreement and that all Class Members are bound by the release set forth in the Settlement Agreement
23 (see paragraph 14 *et seq.*).

24 14. The Court finds and determines that nothing in the Settlement Agreement or this Order,
25 or the Judgment (1) is intended or will be construed as an admission of liability or wrongdoing by
26 Defendants or (2) may be offered or admitted in evidence against Defendants (other than solely in
27 connection with this Settlement).

1 15. The Parties shall bear their own costs and attorneys' fees except as otherwise provided
2 for by the Settlement Agreement and this Court's Order Granting Final Approval.

3 16. Class Counsel is ordered to file by no later than June 30, 2020 a Final Report
4 containing a declaration from the Claims Administrator stating the distribution of the Settlement
5 Funds.

6 17. Within thirty (30) days after the Final Report is filed, the parties shall prepare and file a
7 stipulation and proposed order and Proposed Amended Judgment. The proposed order shall include
8 the amount of the unpaid cash residue, and unclaimed or abandoned funds to the non-party, the
9 accrued interest on that sum and any other information required to be set forth pursuant to Section
10 68520 of the Government Code, as incorporated into C.C.P. Section 384.5. The Stipulation shall be
11 signed by counsel for the class, defendant's counsel, and counsel for (or an authorized representative
12 of) the non-party ("cy pres") recipient. The stipulation shall include a statement to the effect that all
13 interested persons are in accord with the amended judgment and have no objection to the entry of an
14 amended judgment. If there are objections by any party, class counsel shall immediately notify the
15 court and the matter will be set for further hearing. Pursuant to C.C.P. Section 348.5, a conformed
16 copy of the stipulation and order and amended judgment (once signed by the Court) shall be forwarded
17 by class counsel to the Judicial Council.

18 18. Without affecting the finality of this Order in any way, the Court retains jurisdiction of
19 all matters relating to the interpretation, administration, implementation, effectuation, and enforcement
20 of this order and the Settlement.

21 **IT IS SO ORDERED.**

22
23
24 DATED: 1-17-20



ANN I. JONES

Honorable Ann I. Jones
Judge of the Superior Court