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FILED

DEC 13 2016

SUPERIOR COURT
COUNTY OF IMPERIAL
TAMMY G. GEMM, CLERK
BY Cox DEPUTY
C. FOX

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF IMPERIAL**

FERNANDO ARREDONDO, Individually
and on behalf of other members of the
general public similarly situated,

Plaintiff,

v.

UNITED STATES GYPSUM COMPANY,
a Delaware Corporation; and DOES 1-10,
inclusive

Defendants

CASE NO. ECU08706

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S *UNOPPOSED* MOTION
FOR FINAL APPROVAL OF (1) CLASS
ACTION SETTLEMENT; (2)
ATTORNEYS' FEES AND COSTS; and
(3) CLASS REPRESENTATIVE AWARD

Date: December 13, 2016
Time: 8:30 a.m.
Dept.: 7
Judge: Hon. Jeffrey B. Jones

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 Plaintiff FERNANDO ARREDONDO's Unopposed Motion for Final Approval of (1) Class
3 Action Settlement; (2) Attorneys' Fees and Costs; and (3) Class Representative Award, in the above-
4 captioned matter came on for hearing before this Court on December 13, 2016 at 8:30 a.m. Sullivan
5 Law Group, APC appeared on behalf of Plaintiff and the Class; Sheppard Mullin Richter & Hampton
6 LLP, appeared on behalf of Defendant. On good cause shown, and pursuant to the authority of
7 California statutory and case law, this Court finds that the settlement between Plaintiff and Defendant
8 was made in good faith pursuant to California Rules of Court, rules 3.769 and 3.770. Accordingly,
9 this Court rules as follows:

10 **IT IS HEREBY ORDERED THAT:**

- 11 1. Plaintiff's Motion for Final Approval of (1) Class Action Settlement; (2) Attorneys' Fees and
12 Costs; and (3) Class Representative Enhancement Award, is hereby granted.
- 13 2. Pursuant to this Court's Preliminary Approval order of September 30, 2016, the Notice of
14 Class Action Settlement and the Claim Forms (the "Class Notice") were sent to the Class,
15 which was previously certified in this Court's Preliminary Approval Order, in the manner
16 specified by the parties Class Action Settlement Agreement attached to the Declaration of Eric
17 Yaeckel as Exhibit 1 ("Settlement Agreement") and the Preliminary Approval Order. The
18 Class Notice informed the Class of the terms of the Settlement, their right to receive their
19 proportional share of the Settlement by submitting a claim, their right to request exclusion
20 ("Opt-Out"), their right to object to the Settlement, and their right to appear in person or by
21 counsel at the final approval hearing and be heard regarding approval of the Settlement.
22 Adequate periods of time were provided by each of these procedures.
- 23 3. Out of a total of 343 Class Members who were sent notice 1 individual has "Opted-Out" and
24 is hereby excluded from the Class. No (Zero) members of the Class filed written objections to
25 the proposed settlement as part of this notice process or stated an intention to appear at the
26 final approval hearing.
- 27 4. The Court finds and determines that this notice procedure afforded adequate protections to
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1 Class Members and provides the basis for the Court to make an informed decision regarding
2 approval of the Settlement based on the responses of Class Members. The Court finds and
3 determines that the notice provided in this case was the best notice practicable, which satisfied
4 the requirements of law and due process.

5 5. The Court further finds and determines that the terms of the Settlement are fair, reasonable and
6 adequate to the Class and to each Class Member. The Class Members who have not expressly
7 sent a request for exclusion (“Opt-Out”), will be bound by the Settlement, that the Settlement
8 is ordered finally approved, and that all terms and provisions of the Settlement should be and
9 hereby are ordered to be consummated.

10 6. The Court finds and determines that the Settlement sums to be paid to the Class Members as
11 provided for by the Settlement are fair and reasonable. The Court hereby gives final approval
12 to and orders the payment of those amounts be made to the Class Members in accordance with
13 the terms of the Settlement.

14 7. The Court finds the payment of \$6,000.00 to the Labor and Workforce Development Agency
15 (“LWDA”) in settlement of the LWDA’s share of the penalties alleged by Plaintiff and
16 compromised under the Settlement is fair and reasonable.

17 8. The Court finds and determines that the Class Representative Enhancement Payment to
18 Plaintiff, Fernando Arredondo, in the sum of \$7,500.00, in consideration for ^{his} ~~her~~ service as the
19 Class Representative is fair and reasonable. The Court hereby gives final approval to and
20 orders that the payment of the Enhancement be paid as provided by the Settlement Agreement
21 and agreed to by the parties.

22 9. The Court finds and determines that the payment to the Claims Administrator, Phoenix
23 Settlement Administrators, in the sum of \$9,000.00 for claims administration expenses
24 incurred and to be incurred in completing its duties pursuant to the terms of the Settlement is
25 fair and reasonable. The Court hereby gives final approval to and orders that the payment of
26 said amount be paid from the Gross Settlement Amount as provided for by the Settlement
27 Agreement and agreed to by the parties.

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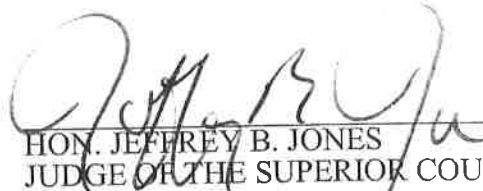
10. The Court finds and determines that the payment of \$103,333.33 as Class Counsel's Attorneys' Fees, and \$10,286.02 for Class Counsel's costs, is fair and reasonable. The Court hereby gives final approval to and orders that those amounts be paid to the Sullivan Law Group, APC, out of the total settlement amount in accordance with the terms of the Settlement Agreement. Aside from these approved payments of attorney's fees and costs from the Gross Settlement Amount, the parties will bear their own fees and costs in this matter, in accordance with the terms of the Settlement Agreement.

11. All "Released Claims" against Defendant by the "Class Members"(as these terms are defined and set forth in the Settlement Agreement) that have been, or might have been, asserted by any Class Member who did not timely submit a Request for Exclusion ("Opt-Out") form, in accordance with the terms of the Settlement Agreement are hereby released, and all such Class Members shall be forever barred from pursuing any of the Released Claims as set forth in the Settlement Agreement against the Released Parties.

12. Accordingly, the Court enters this judgment consistent with the above and the parties' Settlement Agreement. Pursuant to California Rules of Court, rule 3.769(h), this Court retains jurisdiction over the parties to enforce this judgment. At such time that Paragraphs 5 through 10 of this Order has been satisfied, the parties shall enter a request for dismissal on the merits and with prejudice.

IT IS SO ORDERED.

Dated: 12-13-16


HON. JEFFREY B. JONES
JUDGE OF THE SUPERIOR COURT