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28 ARCTIC GLACIER U.S.A., INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

HEMERSON GOMEZ,

Plaintiff,

v.

CINGULAR STAFFING, INC., ARCTIC  
GLACIER U.S.A., INC., and DOES 2 TO  
100,

Defendants.

Case No. BC527454

**CLASS ACTION**

**[PROPOSED] JUDGMENT AND  
ORDER GRANTING FINAL  
APPROVAL TO CLASS ACTION  
SETTLEMENT**

Date: July 20, 2018  
Time: 10:00 a.m.  
Dept: 11

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

AUG -2 2018

Sherri R. Carter, Executive Officer/Clerk  
By: V. Jaime, Deputy

RECEIVED  
LOS ANGELES SUPERIOR COURT  
JUL 20 2018  
I. LOVO

1 **TO EACH PARTY AND THE COUNSEL OF RECORD FOR EACH PARTY:**

2 This matter came on for hearing upon Plaintiff's (1) Motion for Final Approval of Class  
3 Action Settlement and (2) Motion for Attorneys' Fees, Costs and Class Representative Service  
4 Payment. Due and adequate notice having been given to the class, and the Court having  
5 considered the Settlement Agreement, the instant motion, all papers filed and proceedings  
6 herein and all oral and written comments received regarding the proposed settlement, and  
7 having reviewed the record in this litigation, and good cause appearing,

8 **IT IS HEREBY ORDERED AS FOLLOWS:**

9 1. The Court hereby certifies for settlement purposes only the following Class: "all  
10 current and former drivers and non-exempt workers who were employed by a staffing agency  
11 and assigned to work in an Arctic Glacier facility in California at any time from November 12,  
12 2009 to November 17, 2017."

13 2. The Court has jurisdiction over the subject matter of the litigation, the Plaintiff,  
14 the Class Members and Defendant.

15 3. The Court finds that the dissemination of the Class Notice as provided for in the  
16 Court's preliminary approval order constituted the best notice practicable under the  
17 circumstances to all persons within the definition of the class, and fully met the requirements of  
18 California law and due process under the United States Constitution. Based on evidence and  
19 other material submitted in conjunction with the final approval hearing, the actual notice to the  
20 class was adequate.

21 4. The Court finds in favor of final settlement approval.

22 5. The Court approves the settlement of the above-captioned action, as set forth in  
23 the Settlement Agreement, each of the releases and other terms, as fair, just, reasonable and  
24 adequate. The parties and Claims Administrator are directed to perform in accordance with the  
25 terms set forth in the Settlement Agreement.

26 6. The Court hereby finds that there are zero (0) objections to the Settlement. The  
27 deadline for Settlement Class Members to object to the Settlement was June 4, 2018.

28 7. The Court hereby finds that one (1) Settlement Class Member, Marvin Giovanni

1 Blanco, has requested to exclude himself from the Settlement. The deadline for Settlement  
2 Class Members to request exclusion from the Settlement was June 4, 2018.

3 8. The Court hereby finds that, except as to the 1 Class Member who validly and  
4 timely requested exclusion from settlement by filing a Request for Exclusion, each Final  
5 Settlement Class Member fully, finally, and forever releases Defendant and Cingular Staffing,  
6 Inc., Cingular, Inc., Valley Staffing Services, Exact Staff, Decton, Inc., Select Staffing,  
7 Mainstay, Good People, Robert Half Office Team, Balance Staffing, Placement Pros,  
8 LaborMax, and any parent, subsidiary, affiliate, predecessor or successor, and all agents,  
9 employees, officers, directors and attorneys thereof (“Released Persons”) from the Released  
10 Claims, including without limitation to, any IWC order, the Fair Labor Standards Act, the  
11 Private Attorneys General Act, the California Labor Code or Business & Professions Code  
12 (including Section 17200); claims for restitution and other equitable relief, liquidated damages,  
13 punitive damages, waiting time penalties, penalties of any nature whatsoever, and any other  
14 benefit claimed on account of the allegations asserted in the operative Complaint. The Released  
15 Claims specifically include, but are not limited to, any claims for overtime, missed meal and rest  
16 periods, inaccurate wage statements, failure to keep accurate time records, failure to pay  
17 minimum wage, failure to pay for all time worked, penalties, interest, waiting time penalties,  
18 and attorneys' fees. The Released Claims shall not include the right of any Final Settlement  
19 Class Member or any Released Person to enforce the terms of the Settlement Agreement.

20 9. The parties are to bear their own costs, except as otherwise provided in the  
21 Settlement Agreement.

22 10. Solely for purposes of effectuating this settlement, this Court certified the class  
23 defined in the Settlement Agreement in its Preliminary Approval Order, and the Court deems  
24 this definition sufficient for purposes of California Rules of Court 3.765(a) and 3.771.

25 11. With respect to the Class and for purposes of approving the settlement only and  
26 for no other purpose, this Court finds and concludes that: (a) the Class Members are  
27 ascertainable and so numerous that joinder of all members is impracticable; (b) there are  
28 questions of law or fact common to the Class, and there is a well-defined community of interest

1 among the Class with respect to the subject matter of the litigation; (c) the claims of Plaintiff are  
2 typical of the claims of the Class Members; (d) the Plaintiff has fairly and adequately protected  
3 the interests of the Class Members; (e) a class action is superior to other available methods for  
4 an efficient adjudication of this controversy; and (f) the counsel of record for the Plaintiff, *i.e.*,  
5 Class Counsel, are qualified to serve as counsel for Plaintiff and for the Class.

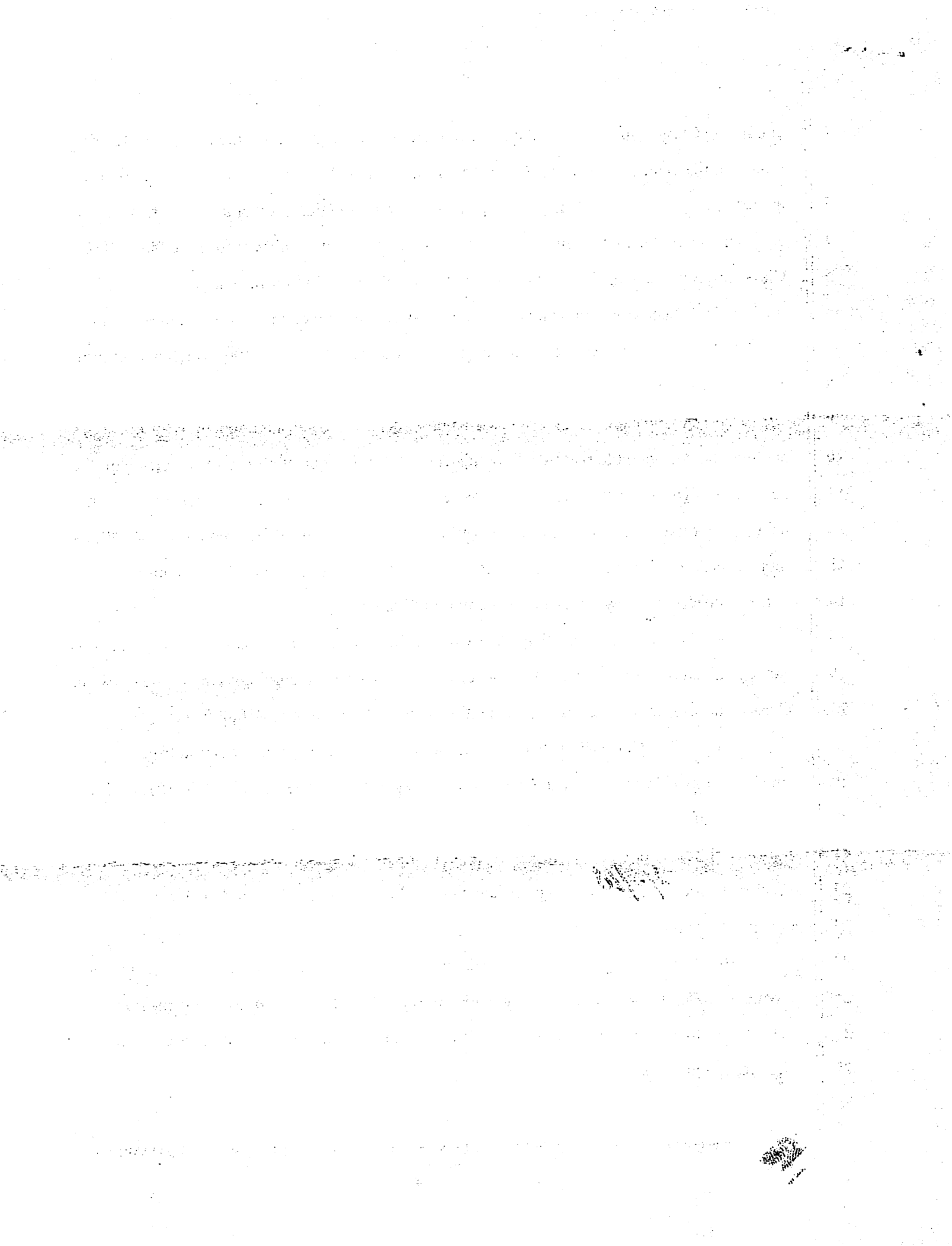
6 12. The Court finds that the number of hours expended by Class Counsel and the  
7 hourly billing rates are reasonable and establish a lodestar of \$135,170.00, which is within the  
8 range of reasonableness for the California legal market and complex cases of this type.

9 13. The Court finds that Class Counsel achieved a substantial benefit for the class  
10 and took on considerable risk by taking this case on a contingency basis and advancing all the  
11 necessary litigation costs. The Court finds that the fee request is justified when cross-checked  
12 using the common fund analysis, which reveals that Class Counsel's fee request of \$78,400.00  
13 represents 35% of the common fund. Accordingly, the Court finds that Class Counsel is entitled  
14 to the requested attorneys' fees in the amount of \$78,400.00.

15 14. The Court finds that Class Counsel incurred reasonable and necessary litigation  
16 costs in the amount of \$10,092.74 in prosecuting this action. Accordingly, the Court finds that  
17 Class Counsel is entitled to reimbursement of costs in the amount of \$10,000.00.

18 15. The Court finds that Plaintiff Gomez participated in the litigation from start to  
19 finish. Plaintiff Gomez met with Class Counsel in person and over the phone numerous times  
20 before and after filing the case. Plaintiff Gomez provided Class Counsel with contact  
21 information for other Class Members to assist in the investigation of the merits of this action.  
22 Plaintiff Gomez responded to written discovery and reviewed and interpreted Defendant's  
23 documents with Class Counsel.

24 16. Accordingly, the Court finds that the modest Class Representative Service  
25 Payment of \$5,000.00 is fair, reasonable and appropriate. The Court finds that the service  
26 payment is consistent with all applicable rules associated with the award of service payments to  
27 class representatives.



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17. Pursuant to the Settlement Agreement, Defendant is directed to fund the settlement with \$224,000.00, to be distributed by the Claims Administrator as follows: (a) \$78,400.00 to Class Counsel for attorneys' fees; (b) \$10,000.00 to Class Counsel for costs; (c) \$5,000.00 to Plaintiff Gomez for a service payment; and (d) \$11,000.00 to the Claims Administrator, Phoenix Settlement Administrators, for its fees and costs relating to the claims administration process. The Court finds that these amounts are fair and reasonable.

18. In addition to funding the Maximum Settlement Amount as set forth in paragraph 14, Defendant shall also make available the amount necessary for payment of employer share of all applicable payroll taxes.

19. As set forth in the Settlement Agreement, any checks remaining un-cashed after one hundred and twenty (120) calendar days after being issued shall be void. Any unclaimed funds in the Claims Administrator's account as a result of the failure to timely cash Settlement Share checks shall be directed by the Claims Administrator to the California State Controller's Office, Division of Unclaimed Property, for handling pursuant to the California Unclaimed Property Law.

In accordance with the California Rule of Court 3.769(h), the Court retains exclusive and continuing jurisdiction over the litigation, the Plaintiff, the Class Members and Defendant for the purposes of supervising the implementation, enforcement, construction, administration and interpretation of the Settlement Agreement.

IT IS SO ORDERED.

Dated: 5/2/18

**ANN I. JONES**

HONORABLE ANN I. JONES  
JUDGE OF THE SUPERIOR COURT

**PROOF OF SERVICE**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 22760 Hawthorne Boulevard, Suite 200, Torrance, California 90505. July 25, 2018, I served the following document or documents:

**[PROPOSED] JUDGMENT AND ORDER GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT**

- By United States mail.** I enclosed the documents in a sealed envelope or package addressed to the persons at the address listed below (specify one):
  - Deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
  - Placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the business's practices for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I am a resident or employed in the county where mailing occurred. The envelope or package was placed in the mail at Torrance, California.

- Via electronic transmission.** Pursuant to the order of the Court authorizing electronic service, I caused the documents to be sent to the person at the e-mail addresses listed below via Case Anywhere. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- By electronic transmission.** Pursuant to California Labor Code section 2699(1)(4), I caused the documents to be sent to the person or entity listed below via <https://dir.tfaforms.net/129>, the online filing system established by the California Labor & Workforce Development Agency for the submission of proposed settlements of civil actions filed pursuant to California Labor Code sections 2698, et seq. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

**Service List**

Jeffrey F. Webb <b>ROPES &amp; GRAY LLP</b> 800 Boylston Street Boston, Massachusetts 02199-3600 Tel. (617) 951-7000 Fax (617) 951-7050 Email: <a href="mailto:jeffrey.webb@ropesgray.com">jeffrey.webb@ropesgray.com</a> <b>(Via Case Anywhere)</b>	Attorneys for Defendant Arctic Glacier USA, Inc.
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Rocky C. Tsai Rebecca C. Harlow <b>ROPES &amp; GRAY LLP</b> Three Embarcadero Center San Francisco, California 94111-4006 Tel. (415) 315-6300 Fax (415) 315-6350 Email: <a href="mailto:rocky.tsai@ropesgray.com">rocky.tsai@ropesgray.com</a> <a href="mailto:rebecca.harlow@ropesgray.com">rebecca.harlow@ropesgray.com</a> <b>(Via Case Anywhere)</b>	Attorneys for Defendant Arctic Glacier USA, Inc.
Cara Hagan <b>HAGAN &amp; ASSOCIATES</b> 110 E. Wilshire Avenue, Suite 405 Fullerton, California 92832 <b>(Via U.S Mail)</b>	Attorney Defendant Cingular Staffing, Inc.
PAGA Administrator California Labor & Workforce Development Agency 1515 Clay Street, Suite 801 Oakland, CA 94612 <a href="mailto:PAGA@dir.ca.gov">PAGA@dir.ca.gov</a> <b>(Via Online Filing System - <a href="https://dir.tfaforms.net/133">https://dir.tfaforms.net/133</a>)</b>	Address of Record presented by the LWDA to timely process all PAGA related notices and correspondences

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 25, 2018, at Torrance, California.

  
\_\_\_\_\_  
Karla Banales