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12 *Attorneys for Plaintiff Omar Rodriguez*

13 SUPERIOR COURT OF CALIFORNIA
14 COUNTY OF LOS ANGELES

16 OMAR RODRIGUEZ, individually and on behalf
17 of all others similarly situated,

18 Plaintiff,

19 v.

20 HAWK II ENVIRONMENTAL CORP., a
California corporation; and DOES 1-10,
21 inclusive,

22 Defendants.
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CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

APR 13 2017

Sherri R. Carter, Executive Officer/Clerk
By: Maribel Mata, Deputy

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Central Civil West

MAR 30 2017

Date Processed

By: 

Case No. BC625121

**[PROPOSED] ORDER GRANTING
CONDITIONAL CLASS CERTIFICATION
AND PRELIMINARY APPROVAL OF
CLASS-ACTION SETTLEMENT**

*Assigned to Hon. John Shepard Wiley, Jr.,
Department 311*

Date: April 13, 2017

Time: 11:00 a.m.

Place: 600 South Commonwealth Avenue,
Department 311, Los Angeles, California 90005

1 Plaintiff Omar Rodriguez’s “Unopposed Motion for Conditional Class Certification and
2 Preliminary Approval of Class-Action Settlement” came on for hearing in Department 311 of the above-
3 captioned Court on April 13, 2017.¹ Abigail Zelenski and David Zelenski, both of the Jaurigue Law
4 Group, and Joseph Hekmat, of the Hekmat Law Group, appeared on behalf of Plaintiff; Devon Lyon of
5 Lyon Legal appeared on behalf of Defendant Hawk II Environmental Corp.

6 Having read the Motion and all papers filed in connection therewith, and having heard the
7 arguments of counsel, the Court finds that the proposed Settlement appears to be fair, reasonable, and
8 adequate; and that a hearing should be held after notice of the Settlement is disseminated to finally
9 determine whether the Settlement is fair, reasonable, and adequate. Pursuant to section 382 of the
10 California Code of Civil Procedure and to rule 3.760 *et seq.* of the California Rules of Court, **IT**
11 **THEREFORE IS ORDERED AS FOLLOWS:**

12 1. The Motion is granted. For the purpose of the Settlement only, the Court finds that
13 certification of the Class is appropriate because (a) the Class is ascertainable and sufficiently numerous,
14 (b) a well-defined community of interest exists, and (c) there are substantial benefits from certification
15 that render proceeding on a class-wide basis superior to any alternatives. Furthermore, the Court finds
16 that (a) the terms of the Settlement appear to be fair and reasonable to the Class when balanced against
17 the probable outcome of further litigation relating to class certification, liability and damage issues, and
18 potential appeals; (b) Class Counsel is experienced in wage-and-hour class-action litigation; (c)
19 significant investigation was undertaken, and significant information was exchanged, enabling Plaintiff
20 and Defendant to reasonably evaluate one another’s positions; (d) approving the Settlement will avoid
21 the substantial costs, delay, and risks that would be presented by further litigation; and (e) the terms of
22 the Settlement were the result of intensive, serious, and non-collusive negotiations between Plaintiff and
23 Defendant, including a private mediation. Accordingly, the Court preliminarily finds that the Settlement
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25 ¹ For the purpose of clarity, the Court notes that the Amended Stipulation of Settlement and Release
26 (which is attached as Exhibit 1 to the “Supplemental Declaration of Abigail Zelenski in Support of
27 Preliminary Approval of Class-Action Settlement”)—as opposed to the original Stipulation of
28 Settlement and Release (which was filed as an Exhibit to the original moving papers filed on February 6,
2017)—is the version of the Settlement being approved by this Order. Accordingly, all references to the
term “Settlement” in this Order refer to the settlement embodied in the Amended Stipulation of
Settlement and Release. Similarly, unless otherwise noted, all capitalized terms used herein have the
meanings set forth in the Amended Stipulation of Settlement and Release.

1 falls within the range of possible approval and therefore meets the requirements for preliminary
2 approval.

3 2. The Court conditionally certifies the following Class for the purpose of the Settlement
4 only: all employees of Defendant employed in the State of California at any time from February 24,
5 2012, through January 26, 2017.

6 3. The Court conditionally appoints Michael J. Jaurigue, Abigail Zelenski, David Zelenski,
7 and Sehreen Ladak, all of the Jaurigue Law Group, and Joseph Hekmat, of the Hekmat Law Group, as
8 Class Counsel.

9 4. The Court conditionally appoints Omar Rodriguez as the representative of the Class.

10 5. The Court conditionally appoints Phoenix Class Action Administrators as the Settlement
11 Administrator.

12 6. The Court conditionally approves, as to form and content, the Notice Packet
13 contemplated by the Amended Stipulation of Settlement, consisting of the Notice of Class-Action
14 Settlement, the Employment-Information Sheet, and the Change-of-Address Form attached as Exhibits
15 1, 2, and 3, respectively, to the Amended Stipulation of Settlement. The Court finds that the Notice
16 Packet and the notification procedures contemplated by the Settlement constitute the best notice
17 practicable under the circumstances, and that the Notice Packet and the notification procedures
18 contemplated by the Settlement are in full compliance with the laws of the State of California, the laws
19 of the United States (to the extent applicable), and the requirements of due process. The Court further
20 finds that the Notice of Class-Action Settlement appears to fully and accurately inform Class Members
21 of all material terms of the Settlement, including the manner in which Individual Settlement Payments
22 will be calculated; the right to request, and procedure for requesting, exclusion from the Settlement
23 Class; and the right to object, and procedure for objecting, to the Settlement.

24 7. The dates for performance are as follows:

25 a. No later than ^{ten (10)} ~~seven (7)~~ calendar days after the Preliminary Approval Date,
26 Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and
27 mailing Notice Packets to the Class.

28 b. No later than fourteen (14) calendar days after receiving the Class Data, the

1 Settlement Administrator shall mail Notice Packets to the Class. Settlement Class Members do not need
2 to submit any claim forms to receive their respective Individual Settlement Payments.

3 c. Class Members shall have until forty-five (45) calendar days after the Settlement
4 Administrator mails Notice Packets—extended by fifteen (15) calendar days for re-mailed Notice
5 Packets—to submit requests for exclusion to the Settlement Administrator. To be considered valid, a
6 request for exclusion must contain the name, address, and telephone number of the Class Member
7 requesting exclusion, as well as his or her employee ID number or the last four digits of his or her Social
8 Security number; be signed by the Class Member; and contain a typewritten or handwritten notice
9 stating, in substance, that the Class Member wishes to exclude himself or herself from the Settlement.
10 Any Class Member who validly requests to be excluded will not be entitled to any recovery under the
11 Settlement; will not be bound by the terms of the Settlement; and will not have any right to object to,
12 appeal from, or comment on the Settlement.

13 d. Class Members shall have until forty-five (45) calendar days after the Settlement
14 Administrator mails Notice Packets—extended by fifteen (15) calendar days for re-mailed Notice
15 Packets—to submit written objections to the Settlement Administrator. A written objection must be
16 signed by the Class Member and must state his or her full name, the dates that he or she was employed
17 by Defendant, his or her employee ID number or the last four digits of his or Social Security Number,
18 the basis for his or her objection, and whether he or she intends on appearing at the final approval
19 hearing. Having said that, any Settlement Class Member who fails to submit a timely written objection
20 will not be prohibited from speaking at the final approval hearing.

21 e. The final approval hearing will be held on August 28, 2017, at
22 11:00 a.m. in Department 311 of the above-captioned Court. Plaintiff shall file a motion for final
23 approval by August 4, 2017. Plaintiff also shall file a motion for approval of any Class
24 Counsel Award, as well as any Class Representative Service Award, by June 27, 2017,
25 to be heard at the same time as the motion for final approval.

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8. Other than the proceedings contemplated herein, all discovery and other proceedings in the Action are stayed and suspended until further order of the Court.

IT IS SO ORDERED.

APR 13 2017

Dated: _____

JOHN SHEPARD WILEY JR.

*Hon. John Shepard Wiley, Jr.
Judge of the Superior Court*

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PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of eighteen years and am not a party to the within action; and my business address is 114 North Brand Boulevard, Suite 200, Glendale, California 91203.

On **March 30, 2017**, I served the document(s) described as **[PROPOSED] ORDER GRANTING CONDITIONAL CLASS CERTIFICATION AND PRELIMINARY APPROVAL OF CLASS-ACTION SETTLEMENT** on the interested parties in this action as follows:

- BY U.S. MAIL:** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice, an envelope(s) containing the document(s) would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Glendale, California in the ordinary course of business. I am aware that, on motion of the party served, service is presumed invalid if the postal-cancellation date or postage-meter date is more than one day after the date of deposit for mailing.
- BY OVERNIGHT DELIVERY OR EXPRESS MAIL** I enclosed the document(s) in an envelope(s) or package(s) allowed by an overnight-delivery carrier and/or by the U.S. Post Office for express mail, and addressed to the person(s) at the address(es) above. I placed the envelope(s) or package(s) for collection and overnight delivery or express mail at an office or a regularly utilized drop-box of the overnight-delivery carrier, or I dropped it off at the U.S. Post Office.
- XXX BY ELECTRONIC DELIVERY VIA CASE ANYWHERE:** In accordance with the Court's rules governing Los Angeles Superior Court Case No. BC625121 requiring that all documents be served upon interested parties via the Case Anywhere system.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on **March 30, 2017**, at Glendale, California.



Abigail Zelenski