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

AUG 18 2017

5 Attorneys for Plaintiffs,
ALBERTO FIGUEROA, on behalf of
6 himself and all others similarly situated

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

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST**

10 ALBERTO FIGUEROA, on behalf of himself and
all other similarly situated,

11
12 Plaintiffs,

13 v.

14 POOL & ELECTRIC PRODUCTS, INC., et al.

15 Defendants.
16

) CASE NO.: BC 614 557

) [Assigned for all purposes to the Hon. Ann
I. Jones - Dept. "308"]

) ~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT,
APPLICATION FOR ATTORNEYS'
FEES AND COSTS, AND
ENHANCEMENT AWARD; AND

) ~~PROPOSED~~ JUDGMENT THEREON

) DATE: August 17, 2017
) TIME: 10:30 a.m.
) DEPT.: 308
)

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20 This matter having come before the Court on August 17, 2017 for final fairness hearing
21 pursuant to the Court's March 21, 2017 Order granting preliminary approval ("Preliminary
22 Approval Order") of the class settlement upon the terms set forth in the Settlement Agreement
23 ("Settlement Agreement") submitted in support of Motion for Preliminary Approval of Class
24 Settlement; and due and adequate notice having been given to the Class Members as required in
25 Preliminary Approval Order and the Court having considered all papers filed and proceedings had
26 herein and otherwise being fully informed and good cause appearing therefor, it is hereby
27 **ORDERED, ADJUDGED AND DECREED THAT:**

28 ///

1 1. The Motion for Final Approval of Class Action Settlement, Enhancement Award
2 and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

3
4 2. All terms used herein shall have the same meaning as defined in the Settlement
5 Agreement.

6
7 3. This Court has jurisdiction over the subject matter of this litigation and over all
8 Parties to this litigation, including all Class Members.

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10 4. Distribution of the Notice of Settlement directed to the Class Members as set forth
11 in the Settlement Agreement and the other matters set forth herein have been completed in
12 conformity with the Preliminary Approval Order, including individual notice to all Class Members
13 who could be identified through reasonable effort, and was the best notice practicable under the
14 circumstances. This Notice provided due and adequate notice of the proceedings and of the
15 matters set forth therein, including the proposed class settlement set forth in the Settlement
16 Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the requirement of
17 due process.

18
19 5. Only one Class Member named Aimee Whitson opted-out of the Settlement.
20 No Class Member objected to the settlement.

21
22 6. The Settlement was entered into in good faith pursuant to and within the meaning
23 of California Code of Civil Procedure §877.6. The Court further finds that the settlement is fair,
24 reasonable and adequate and that plaintiff has satisfied the standards and applicable requirements
25 for final approval of class action settlement under California law, including the provisions of
26 California Code of Civil Procedure §382 and Federal Rules of Civil Procedure 23, approved for
27 use by the California state courts in Vasquez v. Superior Court (1971) 4 Cal.3d 800, 821.

28

1 7. This Court hereby approves the class settlement set forth in the Settlement
2 Agreement and finds that the settlement is, in all respects, fair, adequate and reasonable and directs
3 the Parties to effectuate the settlement according to its terms. The Court finds that the settlement
4 has been reached as a result of intensive, serious and non-collusive arms length negotiations. The
5 Court further finds that the Parties have conducted extensive and costly investigation and research
6 and counsel for the Parties are able to reasonably evaluate their respective positions. The Court
7 also finds that settlement at this time will avoid additional substantial costs, as well as avoid the
8 delay and risks that would be presented by the further prosecution of the Action. The Court has
9 noted the significant benefits to the Class Members under the settlement. The Court also finds that
10 the Class is properly certified as a class for settlement purposes only.

11
12 8. For purposes of this Judgment, the following class will be certified as: All current
13 and former hourly non-exempt employees of defendant Pool and Electrical Products, Inc.
14 (“Defendant”) who have worked in California at any time between ~~from~~ March 23, 2012 and
15 November 16, 2016.

16
17 9. Class Members, except those that have submitted a valid request to be excluded
18 from the Settlement, fully release and discharge Defendant and its current and former shareholders,
19 officers, directors, employees, agents, representatives, attorneys, insurers, successors and assigns
20 from all claims that were pled in the Action, together with all claims that could have been pled
21 based on any of the facts relating to any of the allegations or claims in the Action. This release
22 covers the time period from March 23, 2012 through November 16, 2016.

23
24 10. Neither the Settlement nor any of the terms set forth in the Settlement Agreement is
25 an admission by Defendant, nor is this Judgment a finding of the validity of any claims in the
26 action or of any wrongdoing by Defendant. Neither this Judgment, the Settlement Agreement, nor
27 any document referenced to herein, nor any action taken to carry out the Settlement Agreement,
28 may be construed as, or may be used as admission by or against Defendant of any fault,

1 wrongdoing or liability whatsoever. The entering into or carrying out the Settlement Agreement,
2 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
3 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
4 Defendant and shall not be offered into evidence in any action or proceeding in any court,
5 administrative agency or other tribunal for any purpose whatsoever other than to enforce the
6 provisions of this Judgment, the Settlement Agreement, or any related agreement or release.
7 Notwithstanding these restrictions, Defendant may file in the action or in any other proceeding the
8 Judgment, Settlement Agreement, or any other paper and records on file in the action as evidence
9 of the Settlement to support a defense of res judicata, collateral estoppel, release or other theory of
10 claim or issue preclusion or similar defense as to the Released Claims.

11
12 11. The Settlement Agreement provides for the "Gross Settlement Amount" or
13 "Settlement Amount" in the sum of \$500,000. From the Settlement Amount all Individual
14 Settlement Payments to Class Members, Court approved attorneys' fees and costs, the claims
15 administrative costs, the class representative enhancement fee, and the payment of PAGA penalties
16 in the amount of \$5,000, of which seventy-five percent (75%) or \$3,750 will be paid to the LWDA
17 and twenty-five percent (25%) or \$1,250 will be paid to participating Class Members, shall be
18 deducted. Defendant's employer share of taxes will be paid by Defendant in addition to the
19 Settlement Amount. The payment of the settlement funds by Defendant and payment of individual
20 settlement checks to Class Members will be made as set forth in the Settlement Agreement.

21
22 12. The Court hereby awards Class Counsel attorneys' fees in the total amount of
23 \$166,666, which is approximately 33.33% of the Settlement Amount and to be deducted therefrom.
24 In addition, the Court awards Class Counsel reimbursement of their costs, in the amount of
25 \$11,544.98 to The Nourmand Law Firm, APC. Attorneys' fees and costs will be paid by the
26 Claims Administrator from the Settlement Amount as set forth in the Settlement Agreement.

1 13. The Court hereby approves an Enhancement Fee to named plaintiff Alberto
2 Figueroa in the amount of \$5,000. Payment for the enhancement fee will be paid by the Claims
3 Administrator from the Settlement Amount as set forth in the Settlement Agreement.
4

5 14. The Court hereby approves the Claims Administrator's fees and cost in the amount
6 of \$7,900. The Claims Administrator, Phoenix Settlement Administrators shall be paid the cost of
7 administration of the settlement from the Settlement Amount.
8

9 15. Except as expressly provided herein, the parties each shall bear all of their own fees
10 and costs in connection with this matter.
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12 16. The Court approves the named plaintiff, Alberto Figueroa as Class Representative.
13

14 17. The Court approves Michael Nourmand, Esq. and James A. De Sario, Esq. of The
15 Nourmand Law Firm, APC as Class Counsel.
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17 18. The Court approves Phoenix Settlement Administrators as the Claims
18 Administrator.
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20 19. The Court finds that class settlement on the terms set forth in the Settlement
21 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
22 the released claims against Defendant.
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24 20. Pursuant to CRC 3.771(b), the Claims Administrator is ordered to post on the
25 Claims Administrator's website a copy of this Judgment for a period of thirty days from the date
26 the Court signs the Judgment.
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21. The Court finds the class settlement on the terms set forth in the Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of the released claims against Defendant. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the settlement and all orders and judgments entered in connection therewith.

IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.

DATED: 8/18/17, 2017

ANN I. JONES

HONORABLE ANN I. JONES
JUDGE FOR THE LOS ANGELES COUNTY
SUPERIOR COURT