

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JAN 10 2018

BY Jennifer Medina
JENNIFER MEDINA, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ALMA LETICIA ENRIQUEZ RODRIGUEZ,
on behalf of herself and all others similarly
situated

Plaintiff,

vs.

GUADALUPE R. MEDINA, as an individual,
dba SANTA FE BUILDING MAINTENANCE,
SANTA FE JANITORIAL MAINTENANCE
SERVICE, INC., a California Corporation, and
DOES 1-100, inclusive,

Defendants.

Case No.: CIVDS1602243

Assigned for All Purposes to:
The Hon. David Cohn
Dept.: S26

~~[PROPOSED]~~ JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT,
CLASS REPRESENTATIVE'S
ENHANCEMENT PAYMENT, AND
ATTORNEYS' FEES AND COSTS

Date: January 10, 2018
Time: 8:30 a.m.

Complaint Filed: February 18, 2016
Trial Date: None Set

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STATEMENT OF WORK

COUNTY OF SAN BERNARDINO

ALMA PEREZ, Defendant
People of the County of San Bernardino, Plaintiff

Case No. 18-00000000-00000
Date Filed: 1/10/2018

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1 This matter came on regularly for hearing before this Court on January 10, 2018,
2 pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the
4 parties' Stipulation and Settlement Agreement ("Settlement Agreement")¹ and the documents
5 and evidence presented in support thereof, and recognizing the sharply disputed factual and
6 legal issues involved in this case, the risks of further prosecution and the substantial benefits to
7 be received by the Settlement Class pursuant to the Settlement, the Court hereby makes a final
8 ruling that the proposed Settlement is fair, reasonable, and adequate, and is the product of good
9 faith, arm's-length negotiations between the parties. Good cause appearing therefore, the Court
10 hereby GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement and
11 ORDERS as follows:

12 1. The conditional class certification contained in this Court's Preliminary Approval
13 Order is hereby made final, and the Court thus certifies, for purposes of the Settlement, a class
14 consisting of:

15 All current and former California residents who work or worked for Defendant
16 Guadalupe R. Medina dba Santa Fe Building Maintenance as non-exempt custodial
17 technicians, floor care technicians, lead and supervisory personnel, or window washers,
18 from February 16, 2012 until the date of preliminary approval of the Settlement.
(granted on September 20, 2017)

19 2. Alma Leticia Enriquez Rodriguez is hereby confirmed as Class Representative,
20 and Sam Kim and Yoonis Han of Verum Law Group, APC, and Paul Denis and Ethan Rasi of
21 Denis & Rasi, PC are hereby confirmed as Class Counsel.

22 3. Notice was provided to Settlement Class members as set forth in the Settlement
23 Agreement, and the notice process has been completed in conformity with the Preliminary
24 Approval Order. The Court finds that said notice was the best notice practicable under the
25 circumstances. The Class Notice provided due and adequate notice of the proceedings and
26 matters set forth therein, informed Settlement Class members of their rights, and fully satisfied
the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court

27 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
28 Settlement Agreement.

1 3.769, and due process.

2 4. The Court finds that no Settlement Class members objected to the Settlement,
3 that no Settlement Class members opted out of the Settlement, and that 100% participation rate
4 in the Settlement supports final approval.

5 5. The Court hereby approves the Settlement as set forth in the Settlement
6 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
7 according to the terms of the Settlement Agreement.

8 6. For purposes of Settlement only, the Court finds that (a) the members of the
9 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
10 (b) there are questions of law or fact common to the Settlement Class, and there is a well-
11 defined community of interest among members of the Settlement Class with respect to the
12 subject matter of the litigation; (c) the claims of the Class Representative are typical of the
13 claims of the members of the Settlement Class; (d) the Class Representative has fairly and
14 adequately protected the interests of the Settlement Class members; (e) a class action is superior
15 to other methods for an efficient adjudication of this controversy; and (f) Class Counsel are
16 qualified to serve as counsel for the Class Representative and the Settlement Class.

17 7. The Court finds that given the absence of objections, and objections being a
18 prerequisite to appeal, that this Order shall be considered as final as of the date of notice of
19 entry.

20 8. The Court orders that Defendants shall pay the Settlement Administrator
21 pursuant to the Payment Schedule as listed in the Settlement Agreement. Defendants shall make
22 these five payments to the Settlement Administrator according to the following schedule: 1)
23 First payment of \$100,000 is due by January 31, 2018; 2) Second payment of \$27,500 is due by
24 March 30, 2018; 3) Third payment of \$27,500 is due by May 31, 2018; 4) Fourth payment of
25 \$27,500 is due by July 31, 2018; 5) Fifth payment of \$27,500 is due by September 30, 2018.

26 9. The Court finds that the settlement shares, as provided for in the Settlement
27 Agreement, as fair, reasonable, and adequate, and orders the Settlement Administrator to
28 distribute the individual payments in conformity with the Settlement Agreement.

10. The Court finds that an enhancement payment in the amount of \$5,000.00 for

1 plaintiff Alma Leticia Enriquez Rodriguez is appropriate for her risks undertaken and service to
2 the Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and
3 orders that the Settlement Administrator make this payment in conformity with the Settlement
4 Agreement.

5 11. The Court finds that attorneys' fees in the amount of \$70,000.00, and actual
6 litigation costs of \$10,106.65 for Class Counsel are fair, reasonable, and adequate, and orders
7 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
8 the Settlement Agreement.

9 12. The Court orders that the Settlement Administrator shall be paid \$7,000.00 for all
10 of its work done and to be done until the completion of this matter, and finds that sum
11 appropriate.

12 13. The Court finds that determines that upon satisfaction of all obligations under the
13 Settlement Agreement and this Order, all Settlement Class members (because none of the
14 Settlement Class members have opted-out) are bound by the Settlement Agreement, have
15 released their claims as set forth in the Settlement Agreement, and are permanently barred from
16 prosecuting against Defendants any individual or class claims released pursuant to the
17 Settlement Agreement.

18 14. The Settlement Agreement is not an admission by Defendants, nor is this Order a
19 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this
20 Order, the Settlement nor any document referred to herein, nor any action taken to carry out the
21 Settlement, shall be construed or deemed an admission of liability, culpability, or wrongdoing
22 on the part of the Defendants.

23 15. Final judgment in this matter is hereby entered in conformity with the Settlement
24 Agreement. This document shall constitute a final judgment pursuant to California Rule of
25 Court 3.769(h), and the Court retains jurisdiction over the parties to enforce the terms of this
26 Judgment. Pursuant to Rule 3.769(h) of the California Rules of Court, "If the Court approves
27 the settlement agreement after the final approval hearing, the court must make and enter
28 judgment. The judgment must include a provision for the retention of the court's jurisdiction
over the parties to enforce the terms of the judgment. The court may not enter an order

1
2 dismissing the action at the same time as, or after, entry of judgment.”

3 IT IS SO ORDERED.

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5 Dated: JAN 10 2018

6 By: DAVID COHN
7 Honorable David Cohn
8 Judge of the Superior Court
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