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Attorneys for Plaintiffs
Antonio Ortega and Ken Hagans

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Antonio Ortega, and Ken Hagans,
individuals, appearing on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

Global Tel*Link Corporation,
Cooper Communications Group, Inc.
and DOES 1-10, inclusive,

Defendants.

CASE NO: BC636438

~~[PROPOSED]~~ JUDGMENT

Hearing Date: July 20, 2018
Time: 10:00 AM
Dept.: 11
Judge: Hon. Ann I. Jones

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

AUG 27 2018

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

RECEIVED
LOS ANGELES SUPERIOR COURT
AUG 10 2018
B. SMITH

1 On July 20, 2018, this Court entered its Order granting Final Approval of Class
2 Action Settlement (the “Settlement”) in the above-captioned matter as to the Settlement
3 Class. The Court hereby enters final judgment as follows:

4 **Class Definition.** The Settlement Class is defined as follows: all individuals
5 employed as an hourly employee by either Defendant in California during the period
6 beginning October 6, 2012 through December 31, 2017. The Settlement Class includes
7 seven individuals who performed work for GTL through subcontracting entities
8 (“Subcontract Class Members”). Individuals employed by Telmate LLC are excluded
9 from the settlement, except to the extent they were separately employed by any
10 Defendant during the period beginning October 6, 2012 through December 31, 2017.

11 **Payment by Defendants.** This judgment reflects a settlement payment obligation
12 of \$725,000 jointly and severally against all named Defendants.

13 **Release.** The Released Claims are all claims, causes of action, demands, rights
14 and liabilities of every nature and description that are asserted in, arise from, or relate to
15 the factual allegations and/or legal assertions made in the Action during the period
16 beginning October 6, 2012 through December 31, 2017. The release extends to all
17 remedies that could be claimed for any Released Claim, including but not limited to
18 statutory, constitutional, contractual, and common law claims for wages, damages,
19 liquidated damages, expense reimbursement, interest, attorney fees and costs (other than
20 as awarded to Class Counsel by the Court as part of the instant settlement), injunctive
21 relief, punitive damages, liquidated damages, restitution, disgorgement, and civil and/or
22 statutory penalties pursuant to the Fair Labor Standards Act and/or the California Wage
23 Orders and Labor Code, including, without limitation, Sections 201, 202, 203, 204, 210,
24 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1198, 2699 et seq. and 2802.

25 The entities against whom claims are released include and are limited to Defendants
26 and their past, present, and future parent entities, subsidiaries, divisions, affiliates, legal
27 successors, predecessors (including companies they have acquired, purchased, or
28 absorbed), and each and all of their respective owners, management, officers, partners,

1 and directors (collectively, the “Released Parties”). Telemate LLC is not a Released
2 Party. The release does not apply to claims based on employment at Telmate.

3 Except as to such rights or claims as may be created by this Judgment, each member
4 of the Settlement Class, regardless of whether he or she has timely submitted a Claim
5 Form, will fully release and discharge all Released Parties from all Released Claims.

6 **Class Certification.** The Court certifies the Class for purposes of settlement.

7 **Fairness.** The Court finds the settlement is fair, adequate, and reasonable.

8 **Attorney Fees and Costs.** Class Counsel, The Graves Firm, is awarded its
9 lodestar of \$263,722 in attorney fees and \$17,119.87 in costs.

10 **Enhancement Payments.** Class Representatives are awarded enhancement
11 payments of \$10,000 (\$5,000 each for Plaintiffs Antonio Ortega and Ken Hagans).

12 **Settlement Administration.** The claims administrator, Phoenix Settlement
13 Administrators, is awarded \$7,000 in costs.

14 **LWDA.** Payment of \$37,500 (75% of \$50,000 PAGA penalty) payable to the
15 LWDA is approved.

16 **Opt-Outs.** No members of the Settlement Class have opted out of the Settlement.
17

18 **JUDGMENT IS HEREBY ENTERED** as to the named Plaintiffs, Settlement
19 Class and Defendants Global Tel*Link Corporation and Cooper Communications Group,
20 Inc., on the terms and conditions of the Settlement approved by the Court in its Final
21 Approval Order. Without affecting the finality of the Judgment or Settlement, this Court
22 retains jurisdiction over the parties to this action to ensure effectuation of the Settlement
23 in accordance with the Settlement, the Final Approval Order and this Judgment.

24 **IT IS SO ORDERED.**

25
26 DATED: _____

8/21/18

AMY D. HOGUE

Hon. ~~Ann T. Jones~~
Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party to the within action. My business address is 122 N. Baldwin Ave., Main Floor, Sierra Madre, CA 91024.

On August 10, 2018, I served the following document(s) described as:

▪ **[PROPOSED] JUDGEMENT**

on the interested parties by transmitting a true and correct copy thereof addressed as follows:

Robert J. Herrington
Adil M. Khan
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, CA 90067

**Counsel for Defendant
Global Tel*Link**

Diana M. Estrada
Angela M. Duerden
Wilson Elser, LLP
555 S. Flower Street, Suite 2900
Los Angeles, CA 90071

**Counsel for Defendant
Cooper Communications Group**



VIA COURT-ORDERED ELECTRONIC TRANSMISSION:

Pursuant to the Court's Order, I served said document(s) via court-appointed *File & ServeExpress* on all parties registered in this action.



VIA U.S. MAIL:

I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice such sealed envelope(s) would be deposited with the U.S. postal service on August 10, 2018 with postage thereon fully prepaid, at Sierra Madre, California.



VIA OVERNIGHT MAIL:

By delivering such document(s) to an overnight mail service or an authorized courier in a sealed envelope or package designated by the express service courier addressed to the person(s) on whom it is to be served.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and was executed on August 10, 2018, at Sierra Madre, California.

Justine Gray

Type or Print Name



Signature