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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

CESAR ESQUEDA, ERNEST BELL III, JORGE)	CASE NO.: 20STCV07367
NEVAREZ, BERNARD HINSON, and)	
HOVSEP SEROPIAN, individually and on)	
behalf of all others similarly situated,)	ASSIGNED FOR ALL PURPOSES TO:
Plaintiffs,)	HON. WILLIAM HIGHBERGER
v.)	Date: June 21, 2023
JOHN BEAN TECHNOLOGIES)	Time: 11:00 a.m.
CORPORATION, a Delaware Corporation;)	Dept.: 10
ANTHONY REDON, an Individual; and DOES 1)	PROPOSED ORDER GRANTING
to 50, inclusive)	MOTION FOR FINAL APPROVAL OF
Defendants.)	CLASS ACTION AND PAGA
)	SETTLEMENT AND FINAL
)	JUDGEMENT
)	CASE FILED: February 26, 2020
)	
)	

The parties have submitted their Class Action and Private Attorneys General Act Settlement Agreement (“Agreement”), which this Court preliminarily approved in its January 18, 2023, Order for Preliminary Approval of Class Action Settlement, (the “Preliminary Approval Order”). In accordance with the Preliminary Approval Order, the Class Members have been provided adequate notice of the terms of the Settlement Agreement and their right to participate in, object to, or opt-out of the Settlement.

Having received and considered the Settlement Agreement, the supporting papers filed by the

1 Parties in support of the motions for preliminary approval and final approval of the Settlement, the
2 application for Class Counsel’s attorneys’ fees and reimbursement of costs, the application for an
3 incentive award for the Plaintiffs, and the evidence and argument presented at the Final Approval
4 Hearing on June 21, 2023, the Court **GRANTS** the final approval of the Settlement, makes the
5 following findings and therefore, **ORDERS, ADJUDGES AND DECREES AS FOLLOWS:**

6 **ORDER AND JUDGMENT**

7 1) This Order and Judgment incorporates by reference the definitions in the parties’ Agreement,
8 attached as Exhibit “1” to the Declaration of Natalie Mirzayan, and all terms defined therein shall
9 have the same meaning in this Order as set forth in the Settlement Agreement unless otherwise
10 defined;

11 2) The “Class Members” or “Settlement Class” covered by this Order is defined as:

12 All current and former employees who were employed by JBT in California at Los
13 Angeles International Airport (“LAX”) and/or Ontario International Airport (“ONT”)
14 who were classified as hourly, non-exempt employees during the Class Period of
February 21, 2016 to January 18, 2023.

15 3) The PAGA Settlement in this Action is on behalf of all “Aggrieved Employees”, defined
16 follows:

17 All current and former employees who were employed by JBT in California at LAX
18 and/or ONT who were classified as hourly, non-exempt employees during the PAGA
Period of September 17, 2018 to January 18, 2023.

19 4) Pursuant to this Court’s Preliminary Approval Order, a Notice of Class Action Settlement
20 and Opt Out Form were sent to the Class Members by first-class mail, which included notice of the
21 terms of the Settlement, the Class Members’ rights to participate in, object to, or opt-out of the
22 Settlement, and their right to appear in person or by counsel at the Final Approval Hearing to be
23 heard regarding approval of the Settlement. Adequate periods of time were provided by each of
24 these procedures. No Class Members filed written objections to the Settlement as part of this notice
25 process or stated his or her intent to appear at the Final Approval Hearing.

26 5) The Court finds and determines that, in accordance with this Court’s Preliminary Approval
27 Order, the notice procedure afforded adequate protections to the Class Members and provides the

1 basis for the Court to make an informed decision regarding approval of the Settlement based on the
2 responses of Class Members. The Court further finds and determines that the notice provided in this
3 case was the best notice practicable, which satisfied the requirements of law and due process.

4 6) For the reasons stated in the Court’s Preliminary Approval Order, the Court finds and
5 determines that the proposed Settlement Class, as defined in the Settlement Agreement, meets all the
6 legal requirements for class certification, and it is hereby ordered that the Settlement Class is finally
7 approved and certified as a class for purposes of Settlement of this action.

8 7) The Court further finds and determines that the terms of the Settlement are fair, reasonable,
9 and adequate to the Settlement Class and to each Class Member. The Settlement adequately
10 compensates Plaintiffs and members of the Settlement Class for all violations that were or could have
11 been alleged in the operative First Amended, and the release of claims to which “Participating Class
12 Members” (those Class Members who did not timely opt out of the Settlement) shall be subject is
13 reasonable in scope. Accordingly, all Eligible Class Members shall be bound by the Settlement
14 Agreement and the Class Member Release contained therein; the Settlement is ordered finally
15 approved, and all terms and provisions of the Settlement Agreement should be and hereby are ordered
16 to be consummated.

17 8) The Court finds and determines that the payments to be made to the Class Members as
18 provided in the Settlement Agreement are fair and reasonable. The Court hereby grants final
19 approval to and orders the payment of those amounts to be made to the Class Members out of the
20 Gross Settlement Amount of Four Hundred Sixty-Three Thousand Two Hundred Forty-Three
21 Dollars (\$463,243.00), exclusive of the employer portion of payroll taxes and unemployment
22 insurance with respect to the wage portion of the Individual Settlement Payments made to Class
23 Members, in accordance with the terms of the Settlement Agreement.

24 9) The Court hereby grants and approves the application presented by Class Counsel Natalie
25 Mirzayan of Mirzayan Law, APLC for an award of attorneys’ fees in the total amount of Three
26 Hundred Thousand Dollars \$300,000.00. \$152,248.32 shall be paid from the Common Settlement
27 Fund (1/3 of the Common Settlement Fund), and an additional \$147,751.68, shall be paid by JBT

1 separate from the Common Settlement Fund to cover the difference between the 1/3 of the Common
2 Settlement Fund and the total amount of Class Counsel Fees of \$300,000.

3 10) The Court hereby grants and approves the application presented by Class Counsel for an
4 award of Litigation Expenses in the amount of ~~Twenty Thousand Eight Hundred Eighty-Four Dollars~~
5 ~~and 53 cents (\$20,884.53)~~ ^{AGF FEE} to be paid from the Common Settlement Fund in accordance with the
6 terms of the Settlement Agreement.

7 11) The Court hereby grants and approves the application presented by Plaintiffs for Class
8 Representative Service Payment in the amount of Five Thousand Dollars (\$5,000) to each of the
9 Plaintiffs CESAR ESQUEDA, ERNEST BELL III, JORGE NEVAREZ, and HOVSEP SEROPIAN,
10 to be paid in accordance with the terms of the Settlement Agreement.

11 12) The Court hereby approves the allocation from of the Gross Settlement Amount of Forty
12 Thousand Dollars (\$40,000.00) pursuant to the California Labor Code sections 2698, *et seq.*, the
13 California Labor Code Private Attorneys General Act of 2004 (“PAGA”), for payment and release
14 of the Class Members’ PAGA claims. Thirty Thousand Dollars (\$30,000.00) of that amount (75%)
15 shall be paid to the California Labor and Workforce Development Agency (“LWDA”) of the State
16 of California, and the remaining Ten Thousand Dollars \$10,000.00, which represents twenty-five
17 percent (25%) shall become part of the Net Settlement Amount and will be distributed to Class
18 Members, as provided in the Settlement Agreement.

19 13) The Court hereby grants and approves the application for payment of costs of administration
20 of the Settlement in the amount of Eighteen Thousand Dollars (\$18,000.00) for fees and expenses of
21 Phoenix Class Action Administration Solutions, the Settlement Administrator approved by the Court
22 to be paid from the Gross Settlement Amount (“Settlement Administration Costs”).

23 14) Upon completion of administration of the Settlement, the Settlement Administrator will
24 provide written certification indicating that settlement payments were distributed pursuant to this
25 Order and Judgment, to the Court and counsel for the parties within twenty (20) business days of
26 completing the distribution of the settlement payments.

27 15) As set forth in the Settlement Agreement, upon the date of execution of this Order and
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1 Judgment, all Participating Class Members, on behalf of themselves and their respective former and
2 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
3 Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based
4 on the Class Period facts stated in the Operative Complaint and ascertained in the course of the
5 Action, including, any and all claims involving any alleged (a) FAILURE TO INDEMNIFY FOR
6 EXPENDITURES INCURRED IN DISCHARGE OF DUTIES (LABOR CODE § 2802); (b)
7 FAILURE TO PAY FOR ACCRUED TIME OFF; (c) FAILURE TO PAY MINIMUM WAGE
8 (LABOR CODE §§ 1197, 1194, 1194.2, 1197.1 and LA ADMIN. CODE § 10.37.2); (d) FAILURE
9 TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (VIOLATION OF LABOR
10 CODE §§ 226(a)); (e) WAITING TIME PENALTIES (VIOLATION OF LABOR CODE §§ 201,
11 202 and 203); (f) PENALTIES, PURSUANT TO LABOR CODE § 2699(f), FOR VIOLATIONS
12 OF LABOR CODE §§ 201-203, 226, 227.3, 246(i), 247.5, 450, 432.5, 1194, 1194.2, 1197, 1197.1,
13 2802, 2810.5, 6306(b), 6325, 6400(a), 6401, 6402, 6403, 6404, 6406, 6407, 6409.1, 6409(b), 6423,
14 6427, 6428, §6429, 6501.5, 6501.7, 6501.8, 6501.9, 6503.5, 6504, 6505.5 and 9021.9; (g) UNFAIR
15 BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS
16 CODE §§ 17200-17208 based on any of the alleged violations; and (h) injunctive relief based on any
17 violations alleged in the Operative Complaint. Except as set forth in Section 6.3 of this Agreement,
18 Participating Class Members do not release any other claims, including claims for vested benefits,
19 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
20 disability, social security, workers' compensation, or claims based on facts occurring outside the
21 Class Period.

22 16) All Participating and Non-Participating Class Members who are Aggrieved Employees are
23 deemed to release, on behalf of themselves and their respective former and present representatives,
24 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims
25 for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
26 Period facts stated in the Operative Complaint, and the PAGA Notice, and ascertained in the course
27 of the Action, including, (a) any and all claims involving any alleged violations of Labor Code §§

1 201-203, 226, 227.3, 246(i), 247.5, 450, 432.5, 1194, 1194.2, 1197, 1197.1, 2802, 2810.5, 6306(b),
2 6325, 6400(a), 6401, 6402, 6403, 6404, 6406, 6407, 6409.1, 6409(b), 6423, 6427, 6428, §6429,
3 6501.5, 6501.7, 6501.8, 6501.9, 6503.5, 6504, 6505.5, and 9021.9.

4 17) The Class Member Release of Claims shall be fully binding on each and every Eligible Class
5 Member regardless of whether the Class Member receives an Individual Settlement Payment.

6 18) Notwithstanding the foregoing, any Class Member who successfully submits an Opt-Out
7 Form will be bound by the Class Member Release of Claims to the extent that it relates to claims of
8 PAGA violations or recovery of PAGA penalties sought under California Labor Code §§2689-
9 2699.5.

10 19) The parties are hereby ordered to comply with the terms of the Settlement Agreement.

11 20) The Court approves CESAR ESQUEDA, ERNEST BELL III, JORGE NEVAREZ, and
12 HOVSEP SEROPIAN as Class Representatives.

13 21) The Court approves Natalie Mirzayan of Mirzayan Law, APLC as Class Counsel.

14 22) The Court approves Phoenix Class Action Administration Solutions as the Class
15 Administrator.

16 23) Notice of entry of this Order and Judgment shall be given to the Class Members by posting a
17 copy of this Order and Judgment on Phoenix Class Action Administration Solutions' website for a
18 period of at least ninety (90) calendar days after the entry of this Order and Judgment. Class
19 Members shall be notified of the availability of the Order and Judgment on said website in a statement
20 provided with the checks mailed to Class Members.

21 24) This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h).

22 25) The ~~Final Accounting hearing~~ ^{PROPOSED Final Accounting hearing} is set for ~~February 14th~~ ^{HBE}, 2024, at ~~Jax~~ in Department 10.
23 At least five (5) court days before the hearing, Class Counsel and the Settlement administrator shall
24 submit a summary accounting of the distribution of the settlement funds to Class Members,
25 identifying the distributions made pursuant to this Order and Judgment, and identifying the number
26 and value of any uncashed checks, and the status of any unresolved issues.


27 26) Without affecting the finality of this Final Order in any way, this Court retains jurisdiction

1 pursuant to California Rules of Court, Rule 3.769(h), and California Code of Civil Procedure § 664.6
2 of all matters relating to the interpretation, administration, implementation, effectuating and
3 enforcement of this Order and the Settlement Agreement and judgment for all purposes.

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6 **IT IS SO ORDERED.**

7 Dated: 06/21/2023
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Honorable William Highberger