

1 Larry W. Lee (State Bar No. 228175)
 2 lwlee@diversitylaw.com
 3 Max W. Gavron (State Bar No. 291697)
 4 mgavron@diversitylaw.com

5 **DIVERSITY LAW GROUP, P.C.**
 6 515 S. Figueroa Street, Suite 1250
 7 Los Angeles, CA 90071
 (213) 488-6555
 (213) 488-6554 facsimile

NOTE: CHANGES MADE BY THE COURT

8 WILLIAM L. MARDER, ESQ. (CBN 170131)
 9 bill@polarislawgroup.com
 10 **Polaris Law Group LLP**
 11 501 San Benito Street, Suite 200
 Hollister, CA 95023
 12 Tel: (831) 531-4214
 Fax: (831) 634-0333

13 Attorneys for Plaintiff and the Class

14
 15 **UNITED STATES DISTRICT COURT**
 16 **CENTRAL DISTRICT OF CALIFORNIA**
 17 **WESTERN DIVISION**

18 STEVE LANDY, as an individual
 19 and on behalf of all others similarly
 20 situated,

21 Plaintiffs,

22 vs.

23 PETTIGREW CREWING, INC., a
 24 California corporation; and DOES 1
 25 through 50, inclusive,

26 Defendants.

Case No.: 2:19-cv-07474 RGK (AFMx)

27 **[PROPOSED] JUDGMENT AND**
ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT

28 Date: August 24, 2020
 Time: 9:00 a.m.
 Courtroom: 850
 Judge: Hon. R. Gary Klausner

1 **[PROPOSED] ORDER**

2 This matter came on for hearing on **September 14, 2020**, on Plaintiff Steve
3 Landy’s (“Plaintiff” or “Class Representative”) Motion for Final Approval of Class
4 Action Settlement and for Judgment in this action on the terms set forth in the Joint
5 Stipulation and Class Action Settlement and Release (Dkt. No. 27-2) and Revised
6 Notice of Settlement (Dkt. No. 34) (together, the “Settlement Agreement”). Due
7 and adequate Notice having been given to the members of the Class and the
8 California Labor and Workforce Development Agency (“LWDA”), and the Court
9 having considered the Settlement Agreement, all papers and proceedings held
10 herein, and all oral and written comments received regarding the proposed Class
11 and Representative Action Settlement, and having reviewed the entire record in
12 this action, *Landy v. Pettigrew Crewing, Inc.*, Case No. 2:19-cv-07474 RGK
13 (AFMx) (“the Action”), and good cause appearing, finds that:

14 WHEREAS, Plaintiff has alleged claims against Defendant Pettigrew
15 Crewing, Inc. (“Defendant”) (Defendant and Plaintiff collective, the “Parties”) on
16 behalf of himself, all non-exempt current and former employees who were paid
17 wages at any times and worked for Pettigrew in California at any time from July 8,
18 2018, to November 5, 2019, and the State of California (including the LWDA);

19 WHEREAS, on July 15, 2019, Plaintiff commenced this action in Superior
20 Court for the State of California, County of Los Angeles, alleging claims for
21 violation of California Labor Code §§ 226(a) and 2698, *et seq.* (“Complaint”);

22 WHEREAS, on or about August 28, 2019, Defendant filed a Notice of
23 Removal of Action to the United States District Court for the Central District of
24 California; and

25 WHEREAS, Defendant expressly denies the allegations of wrongdoing and
26 violations of law alleged in this Action; asserts that it has always provided its
27 employees with accurate itemized wage statements; and further denies any liability
28 whatsoever to Plaintiff, the Settlement Class Members, or the State of California

1 (including the LWDA); and

2 WHEREAS, without admitting any liability, claim or defense the Parties
3 determined that it was mutually advantageous to settle this Action and avoid the
4 costs, delay, uncertainty and business disruption of ongoing litigation; and

5 WHEREAS, this Court granted preliminary approval of the Parties' Class
6 Action Settlement in this Action on April 20, 2020 ("Preliminary Approval
7 Order"); and

8 WHEREAS, the Class Notice was sent to the Class Members in accordance
9 with the Preliminary Approval Order; and

10 WHEREAS, a fairness hearing on the proposed Class Settlement having
11 been duly held and a decision reached,

12 NOW, therefore, the Court grants final approval of the Class Settlement, and

13 IT IS HEREBY ORDERED THAT:

14 1. The Court has jurisdiction over the subject matter of this Action,
15 Defendant, and the Settlement Class Members.

16 2. The Court has determined that the Class Notice given to the Class
17 Members fully and accurately informed all Class Members of all material elements
18 of the proposed Class and PAGA Settlement — including the plan of distribution
19 of Gross Settlement Amount, the PAGA Payment, the application for Class
20 Representative Service Award to Plaintiff, and the application for Class Counsels'
21 Attorneys' Fees and Costs — constituted the best notice practicable under the
22 circumstances, constituted valid, due and sufficient notice to all Settlement Class
23 Members, and complied fully with Rule 23 of the Federal Rules of Civil
24 Procedure, the United States Constitution, and any other applicable laws.

25 3. The Court hereby grants final approval of the Class and
26 Representative Settlement as fair, reasonable, and adequate in all respects to the
27 Settlement Class Members and, to the extent applicable, the State of California
28 (including the LWDA) pursuant to Rule 23 of the Federal Rules of Civil

1 Procedure, and orders the Parties and the Settlement Administrator to implement
2 all remaining terms of the Settlement Agreement pertaining to the distribution of
3 the Maximum Settlement Amount and Net Settlement Class Amount in accordance
4 with the terms of the Settlement Agreement.

5 4. The plan of distribution as set forth in the Settlement Agreement
6 providing for the distribution of the Net Settlement Fund to Settlement Class
7 Members and, to the extent applicable, the LWDA, is hereby finally approved as
8 being fair, reasonable, and adequate pursuant to Rule 23 of the Federal Rules of
9 Civil Procedure.

10 5. As previously held in the Court’s Preliminary Approval Order, the
11 Class for settlement purposes is appropriate under Fed. R. Civ. P. 23 and related
12 case law and is defined as follows: “all non-exempt current and former employees
13 who were paid wages at any times and worked for Pettigrew in California at any
14 time from July 8, 2018, to November 5, 2019.”

15 6. As previously held in the Court’s Preliminary Approval Order, the
16 Court appoints as Class Counsel, Diversity Law Group, P.C. and Polaris Law
17 Group LLP.

18 7. The Court approves payment of a Class Representative Service Award
19 of \$4,650.00 to Plaintiff for his service to the Class, which shall be paid from, and
20 not in addition to, the Gross Settlement Fund.

21 8. The Court approves payment of the PAGA Settlement Amount in the
22 amount of \$10,000.00, which shall be paid from, and not in addition to, the Gross
23 Settlement Fund. The Court approves that 75% (*i.e.*, \$7,500.00) of the PAGA
24 Settlement Amount will be paid to the LWDA and 25% (*i.e.*, \$2,500.00) will be
25 distributed to the PAGA Members in accordance with the formula set forth in the
26 Parties’ Settlement Agreement (Dkt. Nos. 27-2 and 34).

27 9. The Court approves the payment of attorneys’ fees in the amount of
28 \$37,500.00 to Class Counsel, which shall be paid from, and not in addition to, the

1 Gross Settlement Amount.

2 10. The Court also approves the additional payment of attorneys' costs in
3 the amount of ~~\$7,485.99 to Class Counsel to reimburse them for their expenses to~~
4 **be determined by application to the Clerk of the Court**, which shall be paid
5 from, and not in addition to, the Gross Settlement Fund.

6 11. The Court approves a payment of up to \$6,995.00 to the Settlement
7 Administrator out of the Gross Settlement Amount. Any portion of the payment to
8 the Settlement Administrator that is unused will go to the Net Settlement Amount.

9 12. Any checks for Individual Settlement Payments that are not cashed
10 within 180 days shall be transmitted to Legal Aid at Work.

11 13. All claims asserted in this Action are DISMISSED WITH
12 PREJUDICE as to Plaintiff, the Settlement Class Members, and the State of
13 California (including the LWDA) pursuant to the terms of the Settlement
14 Agreement. Each party shall bear her or its own costs and attorneys' fees, except as
15 provided in the Settlement Agreement and as set forth above in this Order and as
16 set forth in any other Order issued in response to the application by Class Counsel
17 for an award of attorneys' fees, costs, and expenses, which hearings took place
18 concurrently with the hearing for this Order.

19 14. Upon entry of this Order and the accompanying Judgment, the claims
20 in this Action and the Released Class and PAGA Claims of each Class Member,
21 PAGA Member, and the State of California (including the LWDA) against
22 Defendant, and against any and all of the Released Parties as defined in the
23 Settlement Agreement, are fully, finally, and forever released, relinquished and
24 discharged pursuant to the terms of the Settlement Agreement to the maximum
25 extent permitted by law.

26 15. Upon entry of this Order and the accompanying Judgment, all
27 Settlement Class Members, PAGA Members, and the State of California (including
28 the LWDA) are hereby forever barred and enjoined from prosecuting the Released

1 Class Claims and Released PAGA Claims against any of the Released Parties as
2 defined in the Settlement Agreement and as set forth in the Preliminary Approval
3 Order.

4 16. Each Settlement Class Member and the State of California (including
5 the LWDA) are bound by this Order and the Judgment, including, without
6 limitation, the release of claims as set forth in the Settlement Agreement.

7 17. This Order, the Judgment, the Settlement Agreement, and all papers
8 related thereto, are not, and shall not be construed to be, an admission by
9 Defendant of any liability, claim or wrongdoing whatsoever, and shall not be
10 offered as evidence of any such liability, claim or wrongdoing in this Action or in
11 any other proceeding.

12 18. Without affecting the finality of this Order and the accompanying
13 Judgment filed herewith, the Court reserves exclusive and continuing jurisdiction
14 over the Action, the Plaintiff, the Settlement Class Members, and Defendant for the
15 purposes of supervising the implementation, enforcement, construction, and
16 interpretation of the Settlement Agreement, Preliminary Approval Order,
17 distribution of the Maximum Settlement Fund, the Final Judgment, and this Order.

18 IT IS SO ORDERED.

19 Dated: September 14, 2020



HON. R. GARY KLAUSNER
UNITED STATES DISTRICT COURT