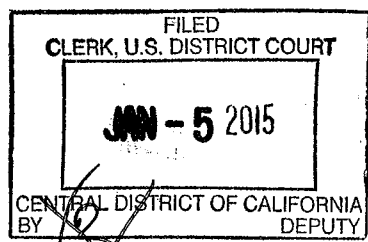


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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Armando Beristain-Vargas,
individually and on behalf of all
others similarly situated,

Plaintiff,

v.

Tight Quarters, Inc., Telford T.
Cottam, and Doe One through and
including Doe One Hundred,

Defendants.

Case No. CV13-05600 SJO (JCGx)

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

Hon. S. James Otero
Courtroom 1

Date: January 5, 2015
Time: 10:00 am
Place: 312 North Spring Street
Los Angeles, California 90012

Complaint filed: July 3, 2013
Complaint removed: August 2, 2013
Trial date: None

1 The Motion Application for an Order Granting Final Approval of Class Action
2 Settlement came before this Court, on January 5, 2015. The above captioned Action is a
3 class action lawsuit brought by Plaintiff Armando Beristain-Vargas (hereinafter
4 “Plaintiff”) against Defendant Tight Quarters, Inc. and Defendant Telford T. Cottam
5 (“Defendants”) (collectively the “Parties”). Plaintiff alleges that, *inter alia*, Defendants
6 violated the California Labor Code, California Industrial Welfare Commission Wage
7 Orders, California Unfair Competition Law, and Fair Labor Standards Act (“FLSA”) by
8 failing to pay minimum wages, failing to pay overtime wages, failing to provide rest
9 periods, failing to provide wage premiums for missed rest periods, and failing to timely
10 pay all final wages. Defendants deny any and all alleged wrongdoing, and deny any
11 liability to the Plaintiff or to members of the putative class.

12 On August 21, 2014, this Court entered an Order Granting Motion for Preliminary
13 Approval of Class Action Settlement, resulting in certification of the following
14 provisional Settlement Class:

15 *All persons who are or were employed by Tight Quarters, Inc. and its*
16 *related entities, as non-exempt laborers, nonexempt forepersons and non-*
17 *exempt operators in the State of California at any time during the period*
18 *July 3, 2009 to August 21, 2014.*

19 That Order further directed the Parties to provide Notice to the Class, which
20 informed absent class members of: (a) the proposed Settlement, and the Settlement’s key
21 terms; (b) the date, time and location of the Final Approval Hearing; (c) the right of any
22 Class Member to object to the proposed Settlement, and an explanation of the procedures
23 to exercise that right; (d) the right of any Class Member to exclude themselves from the
24 proposed Settlement, and an explanation of the procedures to exercise that right; and (e)
25 an explanation of the procedures for Class Members to participate in the proposed
26 settlement.

27 The Court, upon Notice having been given as required in the Preliminary Approval
28 Order, and having considered the proposed Settlement Agreement, attached hereto as

1 Exhibit 1, and the Amended Stipulation of Settlement, attached hereto as Exhibit 2, as
2 well as all papers filed, hereby ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

3 1. This Court has jurisdiction over the subject matter of the Action and over all
4 Parties to the Action, including all members of the Settlement Class.

5 2. The Court finds that the Settlement Class is properly certified as a class for
6 settlement purposes only.

7 3. The Notice provided to the Settlement Class constitutes the best notice
8 practicable under the circumstances, by providing individual notice to all Class Members
9 who could be identified through reasonable effort, and by providing due and adequate
10 notice of the proceedings and of the matters set forth therein to the other Class Members.
11 The notice fully satisfied the requirements of due process.

12 4. The Court finds the settlement was entered into in good faith, that the
13 settlement is fair, reasonable and adequate, and that the settlement satisfies the standards
14 and applicable requirements for final approval of this class action settlement.

15 5. Zero Class Members have objected to the terms of the Settlement.

16 6. Zero Class Members have requested exclusion from the Settlement.

17 7. Upon entry of this Order, compensation to the participating members of the
18 Settlement Class shall be effected pursuant to the terms of the Settlement Agreement.

19 8. In addition to any recovery that Plaintiff may receive under the Settlement,
20 and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court
21 hereby approves the payment of an incentive award to the Plaintiff, in the amount of
22 \$5,000.00.

23 9. The Court approves the payment of attorneys' fees to Class Counsel in the
24 sum of ~~\$66,666.66~~^{60,000.00}. The apportionment of attorneys' fees is as follows: ~~\$33,333.33~~^{30,000} to
25 Law Office of Jonathan Ricasa and ~~\$33,333.33~~^{30,000} to Briana Kim, PC.

26 10. The Court approves the reimbursement of litigation expenses in the sum of
27 \$5,908.40. The apportionment of litigation expenses is as follows: \$1,054.29 to Law
28 Office of Jonathan Ricasa and \$4,854.11 to Briana Kim, PC.

1 11. The Court approves a payment of \$1,000.00 to California's Labor &
2 Workforce Development Agency.

3 12. The Court approves and orders payment in the amount of \$8,750.00 to
4 Phoenix Settlement Administrators for performance of its settlement administration
5 services.

6 13. Any unclaimed funds in the Settlement Administrator's account as a result
7 of the failure to timely cash Settlement Share checks shall be distributed on a pro rata
8 basis to the claimants who are otherwise eligible to receive a distribution pursuant to this
9 Order.

10 14. Notice of this Judgment shall be given to the Class by posting this Judgment
11 on the Settlement Administrator's website.

12 15. Upon the Effective Date, the Plaintiff and all members of the Settlement
13 Class shall have, by operation of this Order and the accompanying Judgment, fully,
14 finally and forever released, relinquished, and discharged Defendants from all claims as
15 defined by the terms of the Settlement. Upon the Effective Date, all members of the
16 Settlement Class shall be and are hereby permanently barred and enjoined from the
17 institution or prosecution of any and all of the claims released under the terms of the
18 Settlement.

19 16. Plaintiff and only those Class Members who cash their settlement award
20 checks, shall have, by operation of this Order and the accompanying Judgment, fully,
21 finally and forever released, relinquished, and discharged Defendants from all claims
22 under the FLSA as defined by the terms of the Settlement.

23 17. Upon completion of administration of the Settlement, the parties shall file a
24 declaration stating forth that claims have been paid and that the terms of the settlement
25 have been completed.

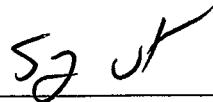
26 18. This "Judgment" is intended to be a final disposition of the above captioned
27 action in its entirety, and is intended to be immediately appealable.

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1 19. This Court shall retain jurisdiction with respect to all matters related to the
2 administration and consummation of the settlement, and any and all claims, asserted in,
3 arising out of, or related to the subject matter of the lawsuit, including but not limited to
4 all matters related to the settlement and the determination of all controversies relating
5 thereto.

6 **IT IS SO ORDERED.**

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8 Dated: 1/5/15

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Hon. S. James Otero
United States District Judge

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