

1 **MARLIN & SALTZMAN, LLP**
 Stanley D. Saltzman (SBN 90058)
 2 ssaltzman@marlinsaltzman.com
 Tatiana G. Avakian (SBN 298970)
 3 tavakian@marlinsaltzman.com
 29800 Agoura Road, Suite 210
 4 Agoura Hills, California 91301
 Telephone: (818) 991-8080
 5 Facsimile: (818) 991-8081

JS-6

6 **TOJARIEH LAW FIRM, PC**
 Joseph Tojarieh, Esq. (SBN 265492)
 7 jft@tojariehlaw.com
 10250 Constellation Boulevard, Suite 100
 8 Los Angeles, California 90067
 9 Telephone: (310) 553-5533
 Facsimile: (310) 553-5536

10 *Attorneys for Plaintiff Bryant Patton,*
 11 *individually and on behalf of all others similarly situated*

12 **MEDINA MCKELVEY LLP**
 Brandon R. McKelvey (SBN 217002)
 13 brandon@medinamckelvey.com
 Timothy B. Nelson (SBN 235279)
 14 tim@medinamckelvey.com
 925 Highland Pointe Drive, Suite 300
 15 Roseville, California 95678
 Telephone: (916) 960-2211
 16 Facsimile: (916) 742-5488

17 *Attorneys for Defendant Midwest Construction Services, Inc.*
 18 *dba Trillium Construction/Drivers*

19 **UNITED STATES DISTRICT COURT**
 20 **CENTRAL DISTRICT OF CALIFORNIA**

21 BRYANT PATTON, individually, and on behalf
 of all others similarly situated,

22 Plaintiff,

23 v.

24 **MIDWEST CONSTRUCTION SERVICES,**
 25 **INC. dba TRILLIUM CONSTRUCTION/**
 26 **DRIVERS, a California corporation,**

27 Defendant.

Case No. 2:19-cv-08580-JFW-MAAx

CLASS ACTION

[Assigned for all purposes to the Hon. John F. Walter, Courtroom 7A]

JOINT FINAL JUDGMENT

Date Action Filed: August 14, 2019

Trial Date: Vacated

28 **JOINT FINAL JUDGMENT**

1 Pursuant to the Court’s Order Granting Plaintiff’s Motion for Final Approval of Class
2 Action and PAGA Settlement and Granting Plaintiff’s Motion for Attorneys’ Fees, Costs, and
3 Enhancement Award (Dkt. #88), Plaintiff Bryant Patton (“Named Plaintiff”) and Defendant
4 Midwest Construction Services, Inc. dba Trillium Construction/Drivers (“Defendant”)
5 (collectively, “the Parties”) hereby submit this Joint [Proposed] Final Judgment. The Court,
6 having issued its order granting final approval of the class action settlement in the above-
7 captioned action pursuant to the proposed Joint Stipulation of Class Action and PAGA
8 Settlement (“Settlement Agreement” or “Settlement”) and the Addendum to the Joint Stipulation
9 (Dkt. #89), and having issued its order granting approval of Plaintiff’s Motion for Attorneys’
10 Fees, Costs, and Enhancement Award (Dkt. #90), **HEREBY ORDERS THE FOLLOWING:**

11 1. To the extent defined in the Settlement Agreement and Addendum (the
12 “Settlement”), the terms in this Judgment shall have the meanings set forth therein.

13 2. The Settlement Class consists of: All persons who at any time from August 14,
14 2015 through August 9, 2021, performed work for Defendant as truck drivers in the State of
15 California.

16 3. The Parties complied in all material aspects with the Class Notice plan set forth in
17 the Settlement Agreement. The Court finds that the Class Notice plan, which was effectuated
18 pursuant to the Preliminary Approval Order, constituted the best notice practicable under the
19 circumstances and constituted due and sufficient notice to the Class of the nature and pendency
20 of the Litigation; the existence and terms of the Settlement Agreement and Addendum; the
21 Settlement Class Members’ rights to make claims, opt out, or object; and the matters to be
22 decided at the hearing on Final Approval. Notice of the Settlement was also provided to the state
23 and federal government officials in compliance with the [Class Action Fairness Act of 2005, 28](#)
24 [U.S.C. § 1715](#), and to the California Labor Workforce Development Agency (“LWDA”),
25 pursuant to [Labor Code section 2699\(k\)\(2\)](#).

26 4. The Settlement is in the best interests of the Settlement Class, taking into account
27 the relief obtained in relation to the risks faced by the Settlement Class Members in continuing to
28 litigate their claims in the Litigation. The relief provided under the Settlement Agreement is

1 appropriate as to the individual members of the Settlement Class and to the Settlement Class as a
2 whole. All statutory and constitutional requirements necessary to effectuate the Settlement have
3 been met and satisfied. Accordingly, pursuant to [Rule 23\(e\)](#), and as previously set forth in its
4 Order (Dkt. #89), the Court finds that the terms of the Settlement are fair, reasonable, and
5 adequate to the Class and to each Class Member. [Staton v. Boeing, 327 F.3d 938, 960 \(9th Cir.](#)
6 [2003\)](#). The Parties shall effectuate the Settlement in accordance with the terms of the Settlement
7 Agreement and Addendum.

8 5. As of the Effective Date of the Settlement, as defined in the Settlement
9 Agreement, all of the released claims of each Settlement Class Member who did not timely opt
10 out, as well as the Class Representative's released claims, are and shall be deemed to be
11 conclusively released as against the released persons, as described in the Settlement Agreement.
12 Except as to such rights or claims that may be created by the Settlement, all Settlement Class
13 Members as of the date of the Final Judgment who did not timely opt out are hereby forever
14 barred and enjoined from commencing or prosecuting any of the released claims against released
15 parties.

16 6. Class Counsel, Stanley D. Saltzman and Tatiana G. Avakian of Marlin &
17 Saltzman LLP, and Joseph Tojarieh of Tojarieh Law Firm, PC, shall continue to serve as Class
18 Counsel and shall oversee and perform the duties necessary to effectuate the Settlement.

19 7. The Court finds that a Class Representative enhancement award in the amount of
20 \$5,000 to Plaintiff Bryant Patton is appropriate for the risks undertaken and service to the
21 Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and orders
22 that the Settlement Administrator make this payment in conformity with the terms of the
23 Settlement.

24 8. The Court finds that attorneys' fees in the amount of \$212,500.00 and actual
25 litigation costs of \$49,576.71 for Class Counsel are fair, reasonable, and adequate, and orders
26 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
27 the terms of the Settlement.

28

1 9. The Court finds that the Settlement Administrator’s costs in the amount of
2 \$12,000.00 are fair, reasonable, and adequate, and orders that the Settlement Administrator
3 distribute this payment in conformity with the terms of the Settlement.

4 10. The Court allocates \$25,000.00 of the Gross Settlement Amount to penalties
5 under the Private Attorneys General Act (“PAGA”), with 75% of the PAGA penalties, which is
6 \$18,750.00, to be paid to the California Labor and Workforce Development Agency (“LWDA”)
7 and 25% of the PAGA penalties, which is \$6,250.00, to remain part of the Net Settlement Fund.

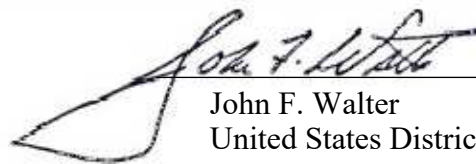
8 11. This final approval order and final judgment of dismissal resolves all pending
9 claims against Defendant in the Litigation. Finding no just reason for delay, this final approval
10 order and final judgment of dismissal is hereby certified as final under Fed. R. Civ. P. 54(b).

11 12. Without further order of the Court, the parties may jointly agree to reasonable
12 extensions of time to carry out any provisions of the Settlement Agreement.

13 13. Without affecting the finality of this order, the Court shall retain exclusive and
14 continuing jurisdiction over the Litigation, the Plaintiff, the Settlement Class, and Defendant for
15 purposes of supervising the consummation, administration, implementation, enforcement and
16 interpretation of the Settlement Agreement and all other matters covered in this Judgment.

17
18 **IT IS SO ORDERED.**

19 DATED: December 7, 2021

20
21 
22

John F. Walter
United States District Judge