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10 Attorneys for Plaintiff CHRIS MILLS,
11 individually and on behalf of all other persons
12 similarly situated and the general public

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CHRIS MILLS, individually and on behalf of
all other persons similarly situated and the
general public

Plaintiff,

v.

FACILITY SOLUTIONS GROUP, INC., a
Delaware corporation, and DOES 1 through
30, inclusive,

Defendants.

Case No. 20STCV44879

*Assigned to Hon. Lawrence P. Riff
Dept. 7*

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES,
COSTS, AND CLASS REPRESENTATIVE
SERVICE PAYMENT**

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1 Plaintiff CHRIS MILLS’s (“Plaintiff”) Motion for Final Approval of Class Action
2 Settlement and Motion for Attorneys’ Fees, Costs, and Class Representative Service Payment,
3 came on for hearing on July 24, 2024 at 10:00 a.m. in Department 7 of the above-captioned
4 court, the Honorable Lawrence P. Riff, presiding. Shadie L. Berenji, Esq. of the Berenji Law
5 Firm appeared on behalf of Plaintiff and the Settlement Class. Lindsay A. Ayers, Esq. of CDF
6 Labor Law appeared on behalf of Defendant FACILITY SOLUTIONS GROUP, INC.
7 (“Defendant”).

8 The Court having considered Plaintiff’s Motion for Final Approval of Class Action
9 Settlement and Motion for Attorneys’ Fees, Costs, and Class Representative Service Payment
10 that requests: (1) certification of the class for settlement purposes, (2) final approval of the class
11 action settlement embodied in the “Joint Stipulation of Class and PAGA Settlement and Class
12 Notice” (“Settlement Agreement”) between Plaintiff and Defendant, (3) confirmation of
13 Plaintiff as Class Representative and service award, (4) approval of the California Private
14 Attorneys General Act (“PAGA”) penalty payment to the California Labor and Workforce
15 Development Agency (“LWDA”), (5) approval of Class Counsel’s application for attorneys’
16 fees and litigation costs, and (6) entry of judgment approving the class action settlement; oral
17 arguments of counsel; as well as the entire record in this case, and good cause appearing,
18 hereby ORDERS, ADJUDGES AND DECREES as follows:

19 1. The Court hereby GRANTS full and final approval of the terms and conditions
20 contained in the Settlement Agreement between Plaintiff and Defendant, and the Settlement
21 Agreement is hereby fully and finally approved and shall be carried out and effectuated
22 according to its terms and this Order.

23 2. This Order incorporates by reference the definitions in the Settlement
24 Agreement and all terms defined therein shall have the same meaning in this Order.

25 3. The Court finds that the Settlement Agreement and the terms and conditions set
26 forth therein are fair, reasonable, and adequate and in the best interest of the Settlement Class
27 (defined below). The Court further finds that the Class Members who have not opted out shall
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1 be bound by this settlement, including the Release of Claims, and the Court concludes that this
2 settlement should be, and is, hereby finally approved.

3 4. For purposes of this settlement only, the Settlement Class is defined as:

4 All persons employed by Defendant within the Electrician Class, Unlawful
5 Deduction Class, Vacation Class from November 20, 2016 to April 16,
6 2024 that did not opt out of the Settlement Agreement. The Electrician
7 Class shall include all employees who worked for Defendant in California
8 in an electrical occupation or similar position. The Unlawful Deduction
9 Class shall include all employees who worked for Defendant in California
10 and whose wages were deducted through Defendant's "Share the Light"
11 program. The Vacation Class shall include all former employees who
12 worked for Defendant in California and earned and accrued vacation
13 during the Class Period.

14 Members of the Settlement Class are referred to as "Class Members."

15 5. The Court finds that notice was given to Class Members of the terms of the
16 settlement and properly advised the Class Members of the final approval hearing, and that no
17 valid objections to the settlement have been made. The Court further finds that the Notice
18 Packet, given by first-class mail, was the best notice under the circumstances and satisfies the
19 requirements of due process under California Code of Civil Procedure section 382 and
20 applicable law.

21 6. Upon the funding of the Gross Settlement Amount into the Qualified Settlement
22 Fund (as those terms are defined in the Settlement Agreement), Plaintiff and Class Members
23 have settled and released the Released Parties (as defined in the Settlement Agreement) of the
24 Released Claims (as stated in the Settlement Agreement).

25 7. Plaintiff, Class Members, and Defendant shall consummate the settlement in
26 accordance with the terms of the Settlement Agreement. Except as expressly provided in the
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1 Settlement Agreement, the Released Parties shall not have any further liability arising from this
2 action for costs, expenses, interest, attorney's fees, or for any other charge, expense, or liability.

3 8. The Court confirms the appointment of the Class Representative, Chris Mills,
4 and his attorneys of records, Shadie L. Berenji, Esq. and Kristopher N. Tayyeb, Esq. of Berenji
5 Law Firm, APC to act on behalf of the Settlement Class in connection with the Settlement
6 Agreement.

7 9. The Court hereby finds that Four Hundred Twenty Thousand Dollars and Zero
8 Cents (\$420,000.00) in the amount of reasonable attorneys' fees and Eighteen Thousand Five
9 Hundred Dollars and Zero Cents (\$18,500.00) is the amount of reasonable costs that should be
10 paid to Class Counsel for all work done in and to be done until the completion of this litigation,
11 and as reimbursement for reasonable fees and costs incurred in prosecuting this action, and
12 hereby authorizes payment of the said amounts from the Gross Settlement Amount in
13 accordance with the Settlement Agreement.

14 10. Defendant is hereby ordered to pay the settlement awards to the Class
15 Representative and Class Members, the Class Representative Service award, and the PAGA
16 penalty payment to the LWDA and the Aggrieved Employees in accordance with the terms of
17 the Settlement Agreement.

18 11. The Court retains continuing jurisdiction as to all matters relating to the
19 administration and consummation of the settlement as provided in the Settlement Agreement
20 and all other matters covered in this Order and the final judgment to be entered in this matter.

21 12. Nothing in this Order shall preclude any action to enforce Defendant's
22 obligations under the Settlement Agreement, including the requirement that it make payments
23 to the Settlement Class in accordance with the terms of the Settlement Agreement.

24 13. Upon entry of this Order, a final judgment shall be filed and entered herein and,
25 except as otherwise provided in the Settlement Agreement, Plaintiff, the Settlement Class, and
26 Class Counsel shall bear their own attorney's fees, costs, and expenses incurred by them in or
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1 arising out of the lawsuit (as defined in the Settlement Agreement) and shall not seek
2 reimbursement thereof from the Released Parties.

3 14. The Parties' Settlement Agreement shall not constitute admissions of liability or
4 fault by Defendant or Released Parties, or a finding as to the validity of any claims in the
5 lawsuit or of any wrongdoing or violation of law by Released Parties. The Settlement
6 Agreement and the settlement contemplated by the Settlement Agreement are not a concession
7 by the Parties and, to the extent permitted by law, neither this Order, the Final Judgment, nor
8 any of their terms or provisions, nor any of the negotiations or proceedings connected with
9 them, shall be offered as evidence or received in evidence in any pending or future civil,
10 criminal, or administrative action or proceeding to establish any liability of, or admission by the
11 Released Parties. Notwithstanding the foregoing, nothing in this Order or the final judgment
12 shall be interpreted as prohibiting the use of this Order or the final judgment in a proceeding to
13 consummate or enforce the Settlement Agreement or this Order or the final judgment to defend
14 against the assertion of claims in any other proceeding, or as otherwise required by law.

15 15. In the event that the settlement does not become effective in accordance with the
16 terms of the Settlement Agreement, then this Order shall be rendered null and void to the extent
17 provided by and in accordance with the Settlement Agreement and shall be vacated.

18 **IT IS SO ORDERED.**

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20 Dated: 07/24/2024, 2024



21 *Lawrence P. Riff*

22 Lawrence P. Riff / Judge

23 Hon. Lawrence P. Riff

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