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18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **FOR THE COUNTY OF RIVERSIDE**

20 RODERICK MURRAY, an individual, on behalf  
21 of the State of California, as a private attorney  
22 general, and on behalf of all others similarly  
23 situated,

24 Plaintiff,

25 v.

26 SCELZI ENTERPRISES, INC., a California  
27 corporation, and DOES 1 to 50 inclusive,

28 Defendants.

Case No. RIC2002545

~~REVISID PROPOSED~~

**ORDER GRANTING FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT AND  
FINAL JUDGMENT**

Dept.: 6  
Judge: Hon. Sunshine Sykes

Complaint Filed: July 6, 2020  
Trial Date: None Set

Received 4/2/2021

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

APR 13 2021

**S. Salazar**

1 On March 25, 2021, the Court held a hearing on Plaintiff's Motion for Final Approval of Class  
2 Action Settlement. In conformity with California Rules of Court, Rule 3.769, with due and adequate notice  
3 having been given to Class Members, and the Court having considered the Joint Stipulation of Class  
4 Action Settlement and Release ("Settlement Agreement") attached as Exhibit 1 to the Declaration of Craig  
5 J. Ackermann in Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action  
6 Settlement filed on September 15, 2020, all of the legal authorities and documents submitted in support  
7 thereof, all papers filed and proceedings has herein, all oral and written comments received regarding the  
8 proposed settlement, and having reviewed the record in this litigation, and good cause appearing, the  
9 Court hereby **GRANTS FINAL APPROVAL OF THE SETTLEMENT AND ORDERS AND**  
10 **MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS AND ENTERS FINAL**  
11 **JUDGMENT AS FOLLOWS:**

12 1. All terms used in this Order Granting Final Approval of Class Action Settlement and Final  
13 Judgment (the "Final Judgment") shall have the same meanings given as those terms are used and/or  
14 defined in the parties' Settlement Agreement. A copy of the Agreement is attached as **Exhibit A** to the  
15 Declaration of Craig J. Ackermann in Support of the Motion for Preliminary Approval of Class Settlement  
16 and is made a part of this Final Judgment.

17 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter  
18 jurisdiction to approve this Settlement and all exhibits thereto.

19 3. For settlement purposes only, the Court finally certifies the Class, as defined in the  
20 Agreement and as follows:

21 *Plaintiff and all non-exempt hourly individuals who are or were employed by*  
22 *Scelzi or its predecessor or merged entities in California who were classified as non-*  
23 *exempt and who worked at least one shift longer than 3.5 hours at any time from October*  
24 *26, 2014 through November 3, 2020.*

25 4. The Court deems this definition sufficient for the purpose of California Rule of Court  
26 3.765(a), and solely for the purpose of effectuating the Settlement.

27 5. The Court finds that an ascertainable class of 838 class members exists and a well-defined  
28 community of interest exists on the questions of law and fact involved because in the context of the  
Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the Plaintiff  
are typical of claims of the Class Members; and (iii) in negotiating, entering into and implementing the

1 Settlement, Plaintiff and Class Counsel have fairly and adequately represented and protected the interest  
2 of the Class Members.

3 6. The Court is satisfied that CPT Group, Inc., which functioned as the Settlement  
4 Administrator, completed the distribution of Class Notice and Share Form to the Class in a manner that  
5 comports with California Rule of Court 3.766. The Class Notice informed **842** Class Members, of the  
6 Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit a  
7 request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear at  
8 the Final Approval Hearing, and be heard regarding approval of the Settlement. Adequate periods of time  
9 to respond and to act were provided by each of these procedures.

10 7. No Class Members filed written objections to the Settlement as part of this notice process,  
11 and no Class Members filed a written statement of intention to appear at the Final Approval Hearing.

12 8. Four (4) individuals have submitted timely requests for exclusion, and will not participate  
13 in the Settlement or be subject to the Settlement or Release of Claims. Those individuals are identified as  
14 follows: (1) Carlton Pullen, (2) Juan Paulino, (3) Michael A. Zemansky, and (4) Faustino Jimenez.

15 9. The Court requires that the envelope transmitting the settlement checks to the Class  
16 Members shall bear the notation "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

17 10. The Court hereby approves the terms set forth in the Settlement Agreement and finds that  
18 the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and compliant with  
19 all applicable requirements of the California Code of Civil Procedure, the California and United States  
20 Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable  
21 law, and in the best interests of each of the Parties and Class Members.

22 11. The Court directs the Parties to effectuate the Settlement Agreement according to its terms  
23 and declares the Settlement Agreement to be binding on all Class Members.

24 12. The Court finds that the Settlement Agreement has been reached as a result of informed  
25 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted  
26 extensive investigation and research, and their attorneys were able to reasonably evaluate their respective  
27 positions.

28 13. The Court also finds that the Settlement now will avoid additional and potentially

1 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case.  
2 Additionally, after considering the monetary recovery provided as part of the Settlement in light of the  
3 challenges posed by continued litigation, and Court concludes that Class Counsel secured significant relief  
4 for Class Members.

5 14. The Settlement Agreement is not an admission by Defendant, nor is this Final Judgment a  
6 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Judgment,  
7 the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the  
8 Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing,  
9 omission, concession, or liability whatsoever by or against Defendant.

10 15. The Court appoints Plaintiff Roderick Murray as Class Representative and finds him to be  
11 adequate.

12 16. The Court appoints Jonathan Melmed of Melmed Law Group P.C., and Craig J. Ackerman  
13 and Sam Vahedi of Ackermann & Tilajef, P.C., as Class Counsel, and finds each of them to be adequate,  
14 experienced, and well-versed in class action litigation.

15 17. The terms of the Agreement, including the Gross Settlement Amount of **\$392,410.12** and  
16 the individual Settlement Shares, are fair, adequate, and reasonable to the Class and to each Class Member,  
17 and the Courts grants final approval of the Settlement set forth in the Agreement, subject to this Final  
18 Judgment. The Court approves the following allocations, which fall within the ranges stipulated by and  
19 through the Settlement Agreement:

- 20 a. The \$13,750.00 designated for payment to CPT Group, Inc., the Settlement Administrator, is  
21 fair and reasonable. The Court grants final approval of, and orders the Parties to make the  
22 payment to the Settlement Administrator in accordance with the Agreement.
- 23 b. The \$116,666.66 amount requested by Plaintiff and Class Counsel for the Class Counsel's  
24 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The Court  
25 grants final approval of, awards, and orders the Class Counsel Fees Payment to be made in  
26 accordance with the Agreement.
- 27 c. The Court awards \$10,795.90 in litigation costs, an amount which the Court finds to be  
28 reflective of the reasonable costs incurred. The Court grants final approval of, and order the

1 Class Counsel Litigation Expenses Payment in this amount to be made in accordance with the  
2 Agreement.

3 d. The Court awards a Class Representative Payment in the reduced amount of \$5,000.00 to  
4 Plaintiff. The Court grants final approval of, and orders the Class Representative Payment to  
5 be made in accordance with the Agreement.

6 e. The Court approves of the \$35,000.00 allocation assigned for claims under the Private Attorney  
7 General Act (PAGA), and orders 75% thereof (i.e., \$26,250.00) to be paid to the California  
8 Labor and Workforce Development Agency (LWDA) in accordance with the terms of the  
9 Settlement Agreement.

10 18. The Court orders the Parties to comply with and carry out all terms and provisions of the  
11 Settlement, to the extent that the terms thereunder do not contradict with this Final Judgment, in which  
12 case the provisions of this Final Judgment shall take precedence and supersede the Settlement.

13 19. Nothing in the Settlement or this Final Judgment purports to extinguish or waive  
14 Defendant's rights to continue to oppose the merits of the claims in this Action or class treatment of these  
15 claims in this case if the Settlement fails to become Final or effective, or in any other case without  
16 limitation.

17 20. All Participating Class Members (i.e., all Class Members except for those identified in  
18 Paragraph 8 herein who requested to be excluded) shall be bound by the Settlement and this Final  
19 Judgment, including the release of claims as set forth in the Agreement.

20 21. The Parties shall bear their own respective attorneys' fees and costs except as otherwise  
21 provided in the Settlement Agreement.

22 22. The Attorneys Fees awarded herein shall be split equally between Melmed Law Group,  
23 P.C. and Ackermann & Tilajef, P.C. Of the \$10,795.90 awarded in litigation costs, \$5,032.12 shall be  
24 paid to Melmed Law Group, P.C. and \$5,763.78 shall be paid to Ackermann & Tilajef, P.C.

25 23. All checks mail to the Class Members must be cashed within one hundred and eighty (180)  
26 days after mailing. The Settlement Administrator shall mail a reminder postcard to any class member  
27 whose settlement check has not been cashed within 60 days of mailing.

28 24. If (i) any of the Class Members are current employees of Defendant, (ii) the settlement

1 check mailed to those employees is returned to the Settlement Administrator as undeliverable, and (iii)  
2 the Settlement Administrator is unable to locate a valid mailing address, the Settlement Administrator  
3 shall arrange with Defendant to have those distributions deliver to the employee at the place of  
4 employment.

5 25. The Court approved the *cy pres* beneficiary (the Justice Gap Fund established by the  
6 California State Bar located at 180 Howard St., San Francisco, CA 94105), for any uncashed checks, and  
7 finds that the *cy pres* beneficiary meets the requirements of CCP § 384.

8 26. Within ten (10) days after the Court's entry of this Final Judgment, the Settlement  
9 Administrator will give notice of entry of judgment to Settlement Class Members pursuant to California  
10 Rules of Court, rule 3.771(b) by posting a Notice and copy of said Final Judgment on its website at the  
11 following web address: <http://www.cptgroupcaseinfo.com/ScelziEnterprisesSettlement/> (along with the  
12 Settlement Agreement, Class Notice, and other pertinent documents). The Notice shall state as follows:

13 To all Class members in the case of *Murray v. Scelzi Enterprises, Inc.*, Riverside Superior  
14 Court Case No. RIC2002545, PLEASE TAKE NOTICE that the Court has entered the  
15 following ORDER GRANTING FINAL APPROVAL OF CLASS ACTION  
16 SETTLEMENT AND FINAL JUDGMENT, which you can view by clicking on the link  
17 below. There is now a 60 day appellate period from entry of the Final Judgment. Assuming  
18 there are no appeals, the Final Judgment will become final and unappealable on after the  
19 60<sup>th</sup> day, and settlement checks will be sent out within 21 days thereafter.

20 If you would like more information about the final approval order or the Final Judgment,  
21 please contact Class Counsel:

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27 27. The Court retains continuing jurisdiction over the Action and the Settlement, including  
28 jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the  
Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-

1 Judgment matters as may be appropriate under court rules or applicable law.

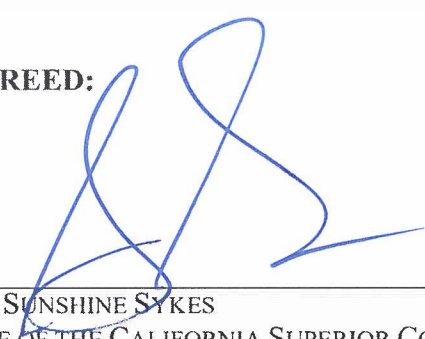
2 28. The Court hereby sets a non-appearance hearing on the final accounting and distribution  
3 of the settlement funds on **February 10, 2022 at 8:30 a.m.** Plaintiff shall file with the Court a report  
4 and/or declaration from the Settlement Administrator regarding the status of distribution at least fourteen  
5 (14) calendar days prior to the hearing.

6 29. This Final Judgment is intended to be a final disposition of the above captioned action in  
7 its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes all  
8 claims released by the Settlement Agreement, against Defendant.

9  
10 **IT IS SO ORDERED, ADJUDGED, AND DECREED:**

11  
12  
13 DATED: \_\_\_\_\_

4/13/2021

14   
\_\_\_\_\_  
15 HON. SUNSHINE SYKES  
16 JUDGE OF THE CALIFORNIA SUPERIOR COURT,  
17 COUNTY OF RIVERSIDE  
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