

**ZAKAY LAW GROUP, APLC**  
Shani O. Zakay (State Bar #277924)  
Jackland K. Hom (State Bar #327243)  
Julieann Alvarado (State Bar #334727)  
5440 Morehouse Drive, Suite 3500  
San Diego, CA 92121  
Telephone: (619)255-9047  
Facsimile: (858) 404-9203  
[shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
[jackland@zakaylaw.com](mailto:jackland@zakaylaw.com)  
[julieann@zakaylaw.com](mailto:julieann@zakaylaw.com)

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

SEP 12 2023

BY Jessica Garcez  
JESSICA GARCEZ, DEPUTY

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)  
Kyle R. Nordrehaug (State Bar #205975)  
Nicholas J. De Blouw (State Bar #280922)  
2255 Calle Clara  
La Jolla, CA 92037  
Telephone: (858)551-1223  
Facsimile: (858) 551-1232  
Website: [www.bamlawca.com](http://www.bamlawca.com)

Attorneys for Plaintiff ROMAN PEREZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF SAN BERNARDINO**

ROMAN PEREZ, individually and on behalf  
of all persons similarly situated

Case No. CIV-DS2018372

PLAINTIFFS,

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL**

vs.

Date: September 12, 2023  
Time: 1:30 p.m.

BUTLER AMERICA, LLC, a Delaware  
Limited Liability Company; ZONES, LLC, a  
Washington Limited Liability Company; and  
Does 1 through 50, Inclusive,

Judge: Hon. Joseph Ortiz  
Dept.: S-17

DEFENDANTS.

1 Plaintiff's motion for an order finally approving the Class Action Settlement Agreement  
2 and Release of Claims ("Agreement") and Motion for Class Counsel Fees and Litigation Expenses  
3 Payment and Class Representative Service Payment duly came on for hearing on September 12,  
4 2023, before the above-entitled Court. Zakay Law Group, APLC appeared on behalf of Plaintiff  
5 ROMAN PEREZ ("Plaintiff"). Fox Rothchild LLP appeared on behalf of Defendant ZONES,  
6 LLC and Gordon Rees Scully Mansukhani, LLP appeared on behalf of Defendant BUTLER  
7 AMERICA, LLC, (hereinafter "Defendants").

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the  
11 motion, the Court makes the following findings:

12 1. All capitalized terms used herein shall have the same meaning as defined in  
13 the Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending  
15 in the California Superior Court for the County of San Bernardino ("Court"), Case No. CIV-  
16 DS2018372, entitled *Perez v. Butler America, LLC et al.* and over all Parties to this litigation,  
17 including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On April 11, 2023, the Court granted preliminary approval of a class-wide  
20 settlement. At this same time the court approved certification of a provisional settlement class for  
21 settlement purposes only. The Court confirms this Order and finally approves the settlement and  
22 the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Class Notice was  
25 mailed by first class mail to the Class Members at their last known addresses on May 4, 2023.  
26 Mailing of the Class Notice to their last known addresses was the best notice practicable under the  
27 circumstances and was reasonably calculated to communicate actual notice of the litigation and  
28

1 the proposed settlement to the members of the Class Members. The Court finds that the Class  
2 Notice provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3           5.       The Response Deadline for opting out or objecting was June 19, 2023.  
4 There was an adequate interval between notice and deadline to permit Class Members to choose  
5 what to do and act on their decision. No Class Members objected. No Class Members requested  
6 exclusion.

7 **Fairness Of The Settlement**

8           6.       The Agreement provides for a Gross Settlement Amount of \$150,000.00.  
9 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48  
10 Cal.App.4th 1794, 1801.)

11               a.       The settlement was reached through arms-length bargaining between  
12 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed  
13 settlement.

14               b.       The Parties' investigation and discovery have been sufficient to  
15 allow the Court and counsel to act intelligently.

16               c.       Counsel for all parties are experienced in similar employment class  
17 action litigation and have previously settled similar class claims on behalf of employees claiming  
18 compensation. All counsel recommended approval of the Settlement.

19               d.       No objections were received. No requests for exclusion were  
20 received.

21               e.       The participation rate is high. All Class Members will be  
22 participating in the Settlement and will be sent settlement payments.

23           7.       The consideration to be given to the Class Members under the terms of the  
24 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the  
25 claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of  
26 the Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the  
27 litigation and the delays which would ensue from continued prosecution of the Action.

1                   8.       The Agreement is finally approved as fair, adequate, and reasonable and in  
2 the best interests of the Participating Class Members.

3 **PAGA Civil Penalty Payment**

4                   9.       The Agreement provides for a payment of PAGA Civil Penalty Payment in  
5 the amount of \$5,000.00. The Court has reviewed the PAGA Civil Penalty Payment and finds and  
6 determines that the PAGA Civil Penalty Payment and the allocation of \$3,750.00 to LWDA and  
7 \$1,250.00 of the PAGA Civil Penalty Payment to Aggrieved Employees is fair and reasonable and  
8 complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

9 **Class Counsel Fees and Litigation Expenses**

10                  10.       The Agreement provides for a Class Counsel Fees and Litigation Expenses  
11 Payment in the amount of up to \$70,000.00. Subject to Court approval, the Class Counsel Fees  
12 and Litigation Expenses consists of attorneys' fees equal to one-third (1/3) of the Gross Settlement  
13 Amount, or \$50,000.00 and reimbursement of costs and expenses in the amount of \$20,000.

14                  11.       A Class Counsel Fees and Litigation Expenses of \$70,000 comprised of  
15 attorneys' fees in the amount of \$50,000.00 and reimbursement of costs and expenses in the  
16 amount of \$20,000 is reasonable in light of the contingent nature of Class Counsel's fee, the hours  
17 worked by Class Counsel, and the results achieved by Class Counsel. The requested attorneys' fee  
18 award represents 1/3 of the common fund, which is reasonable, and is supported by Class  
19 Counsel's lodestar.

20 **Class Representative Service Payment**

21                  12.       The Agreement provides for a Class Representative Service Payment of up  
22 to Ten Thousand Dollars and Zero Cents (\$10,000.00) for Plaintiff, Roman Perez, subject to the  
23 Court's approval. The Court finds that the amount of Ten Thousand Dollars and Zero Cents  
24 (\$10,000.00) is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class  
25 action litigation.

26 **Administration Expenses**

27                  13.       The Agreement provides for Administration Expenses to be paid in an  
28 amount not to exceed \$5,500.00. The Declaration of the Settlement Administrator provides that

1 the actual claims administration expenses were \$5,500.00. The amount of this payment is  
2 reasonable in light of the work performed by the Settlement Administrator.

3 **II.**

4 **ORDERS**

5 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

6 1. The Class is certified for the purposes of settlement only. The Settlement  
7 Class is hereby defined to include:

8 All non-exempt employees who are or previously were assigned to provide  
9 professional services to Zones, LLC by Butler America, LLC and performed work  
10 in California during the period of May 27, 2016 to June 21, 2022.

11 2. There are 63 members of the Class. Every person in the Class who did not  
12 opt out is a Participating Class Member. After providing Notice to the Class, there are zero opt-  
13 outs to the Settlement.

14 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the  
15 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with  
16 this Order and the terms of the Agreement.

17 4. Defendant shall fund the Gross Settlement Amount on the Funding Date. In  
18 exchange the Class Members shall release the “Released Parties” from the “Released Class  
19 Claims” and the “PAGA Members” shall release the “Released Parties” from the “Released  
20 PAGA Claims.”

21 5. The “Released Parties” means Defendants, their respective affiliates and  
22 subsidiaries, and each of their predecessors, successors, subsidiaries, parent companies, other  
23 corporate affiliates, and assigns, and each and all of their current or former subsidiaries, parents,  
24 affiliates, predecessors, insurers, agents, servants, employees, successors, assigns, officers,  
25 officials, directors, attorneys, personal representatives, registered representatives, executors,  
26 members and shareholders, including their respective pension, profit sharing, savings, health, and  
27 other employee benefits plans of any nature, the successors of such plans, and those plans’  
28

1 respective current or former trustees and administrators, agents, employees, and fiduciaries, and  
2 any other persons acting by, through, under or in concert with any of them.

3           6.       The “Released Class Claims” are defined as all class claims alleged in the  
4 Class Action Complaint and that could have been alleged in the Class Action Complaint based on  
5 the facts alleged, which occurred during the Settlement Period, and expressly excluding all other  
6 claims, including claims for vested benefits, wrongful termination, unemployment insurance,  
7 disability, social security, workers’ compensation, class claims outside of the Settlement Period,  
8 and PAGA claims, which are released separately hereinbelow. The Release by Settlement Class  
9 Members shall be effective as to Butler immediately upon Butler funding its respective share of  
10 the Gross Settlement Amount and effective as to Zones immediately upon Zones funding its  
11 respective share of the Gross Settlement Amount, each independently of the other.

12           7.       The “Aggrieved Employees” are defined as all non-exempt employees who  
13 are or previously were assigned to provide professional services to Defendant Zones by Defendant  
14 Butler and performed work in California during the PAGA Period. The PAGA Period is defined  
15 as the period from April 15, 2019 and June 21, 2022.

16           8.       The “Released PAGA Claims” are defined as all PAGA claims alleged in  
17 the Class Action Complaint and Plaintiff’s PAGA notice to the LWDA which occurred during the  
18 PAGA Period, and expressly excluding all other claims, including claims for vested benefits,  
19 wrongful termination, unemployment insurance, disability, social security, workers’  
20 compensation, and PAGA claims outside of the PAGA Period. The Release by the Aggrieved  
21 Employees shall be effective as to Butler immediately upon Butler funding its respective share of  
22 the Gross Settlement Amount, and it shall be effective as to Zones immediately upon Zones  
23 funding its respective share of the Gross Settlement Amount, each independently of the other.

24           9.       Class Counsel are awarded \$70,000 comprised of attorneys’ fees in the  
25 amount of \$50,000.00 and reimbursement of costs and expenses in the amount of \$20,000. Class  
26 Counsel shall not seek or obtain any other compensation or reimbursement from Defendants,  
27 Plaintiff, or members of the Class.

1                   10.     The payment of the Class Representative Service Payment to the Plaintiff in  
2 the amount of \$10,000.00 is approved.

3                   11.     The payment of \$5,500.00 to the Settlement Administrator for  
4 Administration Expenses is approved.

5                   12.     The PAGA Civil Penalty Payment of \$10,000.00 is hereby approved as fair,  
6 reasonable, adequate, and adequately protects the interests of the public and the LWDA. Further,  
7 the Court finds that Plaintiff and Class Counsel negotiated the PAGA Civil Penalty Payment at  
8 arms-length, absent of any fraud or collusion.

9                   13.     Final Judgment is hereby entered in this action. The Final Judgment shall  
10 bind each Participating Class Member.

11                  14.     Final Judgment shall also bind Plaintiffs, acting on behalf of the State of  
12 California and all PAGA Members, pursuant to the California Private Attorneys' General Act  
13 ("PAGA").

14                  15.     The Court further finds and determines that Class Counsel satisfied  
15 California Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of  
16 claims arising under the Private Attorney General Act ("PAGA") on August 18, 2023.

17                  16.     The Court orders Class Counsel to comply with California Labor Code §  
18 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the  
19 Court's entry of this Order.

20                  17.     The Agreement is not an admission by Defendants, nor is this Final  
21 Approval Order and Judgment, a finding of the validity of any claims in the Action or of any  
22 wrongdoing by Defendant. Neither this Final Approval Order, the Settlement, nor any document  
23 referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may  
24 be used as an admission by or against Defendant of any fault, wrongdoing, or liability whatsoever.  
25 The entering into or carrying out of the Agreement, and any negotiations or proceedings related  
26 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or  
27 concession with regard to the denials or defenses by Defendants and shall not be offered in  
28 evidence in any action or proceeding against Defendants in any court, administrative agency or

1 other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of  
2 this Final Approval Order and Judgment, the Settlement, or any related agreement or release.  
3 Notwithstanding these restrictions, any of the Parties may file in the Action or in any other  
4 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and  
5 records on file in the Action as evidence of the Settlement to support a defense of res judicata,  
6 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the  
7 claims being released by the Settlement.

8           18. Notice of entry of this Final Approval Order and Judgment shall be given to  
9 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send  
10 notice of entry of this Final Approval Order and Judgment to individual Class Members and the  
11 Final Approval Order and Judgment shall be posted on Settlement Administrator's website as  
12 indicated in the Class Notice.

13           19. After entry of Final Judgment, the Court shall retain jurisdiction to construe,  
14 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a  
15 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in  
16 connection with the distribution of settlement benefits.

17           20. If the Settlement does not become final and effective in accordance with the  
18 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to  
19 Defendant consistent with the terms of the Settlement, then this Final Approval Order and  
20 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall  
21 be vacated.

22 **IT IS SO ORDERED.**

23           **SEP 12 2023**  
24 DATED: \_\_\_\_\_, 2023

25 **JOSEPH T. ORTIZ**

26 \_\_\_\_\_  
27 Hon. Joseph Ortiz  
28 JUDGE OF THE SUPERIOR COURT