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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

MATIAS PUGLISI, individually, on behalf of
all others similarly situated, and as a
representative of other aggrieved employees,

Plaintiff,

vs.

STORM WATER INSPECTION &
MAINTENANCE SERVICES, INC., a
California corporation,

Defendants.

Case No.: 30-2020-01175159-CU-OE-CXC

Assigned for all purposes to:
Hon. Peter Wilson
Dept. CX101

CLASS ACTION

**ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
CLASS AND PAGA ACTION SETTLEMENT
AND ATTORNEY'S FEES, COSTS, AND
CLASS REPRESENTATIVE SERVICE
PAYMENT**

1 **ORDER OF FINAL APPROVAL AND JUDGMENT**

2 On March 9, 2023 the Court issued its ruling granting Plaintiff’s Unopposed Motion for
3 Final Approval of Class and PAGA Action Settlement and Motion for Attorney's Fees, Costs,
4 and Class Representative Service Payment ("Motions").

5 GOOD CAUSE appearing, IT IS HEREBY ORDERED that the Motions are
6 GRANTED and JUDGMENT IS HEREBY ENTERED as follows:

7 1. The Court gives Final Approval to the Settlement as fair, reasonable, and
8 adequate, and consistent and in compliance with all requirements of California law, as to, and in
9 the best interest of, each of the Parties and the members of the Class and directs the Parties and
10 their counsel to implement and consummate the Settlement Agreement in accordance with its
11 terms and provisions. The relief with respect to the Class is appropriate, as to the individual
12 members of the Class, and as a whole.

13 2. The Court finds that the notice program implemented pursuant to the Settlement
14 Agreement (i) constituted the best practicable notice, (ii) was reasonably calculated, under the
15 circumstances, to apprise members of the Class of the pendency of the Litigation, their right to
16 object or exclude themselves from the proposed Settlement, and to appear at the Final Approval
17 Hearing, and their right to seek monetary and other relief, (iii) was reasonable and constituted
18 due, adequate, and sufficient notice to all persons entitled to receive notice, and (iv) met all
19 applicable requirements of due process and under California law.

20 3. The Settlement Agreement is binding on all Class Members of the classes set
21 forth in the Settlement Agreement (and as defined below):

22 Settlement Class:

23 “All current and former non-exempt employees who worked for SWIMS in California
24 from December 17, 2016 through October 11, 2022”

25 Aggrieved Employees:

26 “All current and former non-exempt employees who worked for SWIMS in California
27 from August 25, 2019 through October 11, 2022 (the PAGA Period)”
28

1 4. The Court finds that Plaintiff and Class Counsel adequately represented the Class
2 for the purpose of entering into and implementing the Settlement.

3 5. The Court finds that no objections, and three requests for exclusion from Class
4 members Michael Struiksma, Michael Custalow-Hall, and Kathy Gallacher, were submitted to
5 the Settlement.

6 6. Nothing in this Final Order and Judgment nor any aspect of this Settlement is to
7 be offered as evidence of, or construed or deemed as an admission of, liability, culpability,
8 negligence, or wrongdoing on the party of any Defendants or their employees, agents or any
9 related entity.

10 7. The Court approves the payment to Class Counsel PARK APC of attorney's fees
11 in the total amount of \$166,667 and reimbursement of total litigation costs in the amount of
12 \$15,228. The attorney's fees and litigation expenses shall be paid in accordance with the terms
13 of the Settlement. The Parties are to bear their own attorney's fees and costs except as
14 otherwise provided in this paragraph. The Court further approves payment of service award in
15 an amount of \$7,500 to Matias Puglisi in recognition of his services on behalf of the Class in
16 this Action which is in addition to his payment as a participating claimant. The service payment
17 shall be paid in accordance with the terms of the Settlement.

18 8. The Court further approves payment as and for the PAGA recovery in the
19 amount of \$25,000.00 of which 75% (\$18,750) shall be forwarded to the Labor and Workforce
20 Development Agency ("LWDA"), and of which the remaining 25% (\$6,250) shall be distributed
21 to the Class as provided in the Settlement Agreement.

22 9. The Court approves the payment of Claims Administrator's expenses of \$10,800
23 from the Gross Settlement Amount to Atticus Administration, LLC.

24 10. The Court approves the payments to Participating Class Members according to
25 the terms set forth in the Settlement and in accordance with the terms of the Settlement. All
26 payroll taxes are to be paid by the Claims Administrator in accordance with the terms of the
27 Settlement Agreement and paid not later than the time specified by law or agency regulation.
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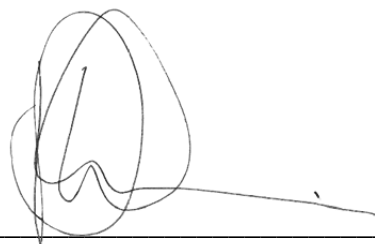
11. Notice of the Judgment will be provided by posting a copy thereof on the Settlement Administrator's website for a period of not less than 180 days.

12. The Court sets the final accounting hearing for June 14, 2024 at 9:00 a.m. The compliance status report must be filed at least 5 court days prior to the hearing.

13. Without affecting the finality of the Order of Final Approval and Judgment, the Court reserves jurisdiction over the Parties pursuant to California Rule of Court ("CRC") 3.769(h) as to all matters relating to the administration, consummation, enforcement, and interpretation of the terms of the Settlement Agreement and the Final Approval Order and Judgment and for any other necessary purposes.

IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.

Dated: March 14, 2023



Hon. Peter Wilson
Superior Court Judge