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6 Fax: (909) 393-0471

7 Attorneys for Plaintiffs ILJIN SANO and EMILY PARICLAS
as an individual and on behalf of all employees similarly situated
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11 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF LOS ANGELES**

13 ILJIN SANO and EMILY PARICLAS as) Case No.: BC489112
14 individuals on behalf of all themselves and all) Hon. William F. Highberger
employees similarly situated) Dept. 307
15)
16 Plaintiffs,) CLASS ACTION
17)
18 v.) **NOTICE OF ENTRY OF ORDER**
19 SOUTHLAND MANAGEMENT GROUP,) **GRANTING FINAL APPROVAL OF**
INC., a California Corporation; and DOES 1) **CLASS ACTION SETTLEMENT, CLASS**
through 50, inclusive) **REPRESENTATIVE ENHANCEMENTS,**
20) **ATTORNEYS' FEES AND COSTS AND**
Defendants.) **JUDGMENT THEREON**
21)
22) Date: December 2, 2013
23) Time: 9:00 a.m.
24) Dept.: 307
25)
26) Action Filed: July 27, 2012
27)
28)

**NOTICE OF ENTRY OF ORDER GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS REPRESENTATIVE ENHANCEMENTS,
ATTORNEYS' FEES AND COSTS AND JUDGMENT THEREON**

1 TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:
2 PLEASE TAKE NOTICE that on December 2, 2013, the Honorable William F.
3 Highberger entered an Order Granting Final Approval of Class Action Settlement, Class
4 Representative Enhancements, Attorneys' Fees and Costs and Judgment Thereon. A true and
5 correct copy of the Order and Judgment is attached hereto as **Exhibit 1**.

6
7 Dated: December 4, 2013

LAW OFFICE OF JOSEPH ANTONELLI

8
9
10 By:

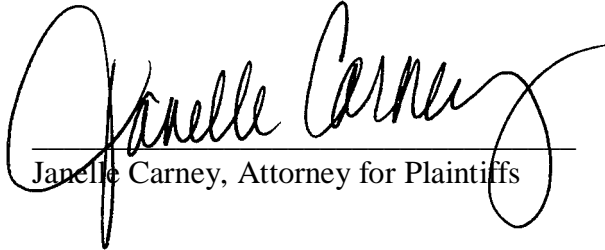

Janelle Carney, Attorney for Plaintiffs

Exhibit 1

ORIGINAL

RECEIVED

NOV 26 2013

Dept. 307

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FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF LOS ANGELES
 DEC 02 2013
 Sherri R. Cooper, Executive Officer/Clerk
 By *[Signature]* deputy
[Signature] Schmiessing

7 Attorneys for Plaintiffs ILJIN SANO and EMILY PARICLAS
 as an individual and on behalf of all employees similarly situated
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11 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **IN AND FOR THE COUNTY OF LOS ANGELES**

13 ILJIN SANO and EMILY PARICLAS as
 14 individuals on behalf of all themselves and all
 employees similarly situated

15 Plaintiffs,

16 v.

17 SOUTHLAND MANAGEMENT GROUP,
 18 INC., a California Corporation; and DOES 1
 19 through 50, inclusive

20 Defendants.

) Case No.: BC489112
) Hon. William F. Highberger
) Dept. 307

) CLASS ACTION

) ~~RECEIVED~~ ORDER GRANTING
) FINAL APPROVAL OF CLASS ACTION
) SETTLEMENT, CLASS
) REPRESENTATIVE ENHANCEMENTS,
) ATTORNEYS' FEES AND COSTS

) Date: December 2, 2013
) Time: 9:00 a.m.
) Dept.: 307

BY FAX

) Action Filed: July 27, 2012

*RE JUDGMENT
 THEREON*

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 27
 28
**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
 SETTLEMENT, CLASS REPRESENTATIVE ENHANCEMENTS, ATTORNEYS' FEES
 AND COSTS**

1 This matter came on for hearing on December 2, 2013, at 9:00 a.m. in Department 307 of
2 the above-captioned Court on Plaintiffs' Motion for Final Approval of Class Action Settlement,
3 for approval of class representative enhancement payments, for approval of attorneys' fees,
4 attorneys' costs, and claims administration costs. On July 25, 2013, this Court preliminarily
5 approved the parties' proposed class action settlement ("Settlement Agreement"). The parties
6 appeared through their attorneys of record. Upon the pending motion for final approval, this
7 Court, having read, heard, and considered all papers, pleadings, arguments, and evidence
8 submitted, and good cause appearing therefore, now finds and orders as follows:

9 In accordance with the Preliminary Approval Order, Class Members were given notice of
10 the terms of the Settlement and particularly of the fact that each Class Member would be paid
11 their proportionate share of the settlement proceeds, unless they submitted a valid and timely
12 request for exclusion from the class. Class Members were given ample opportunity to submit a
13 request for exclusion and/or comment upon or object to the settlement or any of the terms of the
14 settlement. Having received and considered the proposed Settlement, the supporting papers filed
15 by the Parties, and the evidence and argument received by the Court in conjunction with the
16 Motion for Preliminary Approval of Class Action Settlement heard on July 25, 2013, the Court
17 grants final approval of the Settlement and **HEREBY ORDERS AND MAKES THE**
18 **FOLLOWING DETERMINATIONS:**

19 1. Pursuant to the Order Granting Plaintiff's Motion for Conditional Certification
20 and Preliminary Approval of Class Action Settlement filed July 25, 2013, a Notice describing the
21 settlement was mailed to each of the 153 class members via first-class U.S. Mail. The Notice
22 informed the Class of the terms of the Settlement, their right to receive their proportional share
23 of the Settlement by doing nothing, of their right to request exclusion, of their right to comment
24 upon or object to the Settlement, and of their right to appear in person or by counsel at the final
25 approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time
26 were provided for each of these procedures. As a part of this notice process, only two (2)
27 Members requested exclusion and no objections or notices of intention to appear at the final
28 approval hearing were filed and/or served on Counsel for the Parties.

1 2. The Court finds and determines that this notice procedure afforded adequate
2 protections to Class Members and provides the basis for the Court to make an informed decision
3 regarding approval of the Settlement based on the response of the Class. The Court finds and
4 determines that the notice to the class as was provided in this case was the best notice
5 practicable, which satisfied the requirements of law and due process.

6 3. The Court further finds and determines that the terms of the Settlement are fair,
7 reasonable and adequate to the Class and that the Settlement is ordered finally approved, and that
8 all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

9 4. The Court finds and determines that Settlement payments to be paid to all
10 members of the Class who did not file a valid and timely request for exclusion as provided for by
11 the Settlement are fair and reasonable. The Court hereby grants final approval to and orders the
12 payment of those amounts to the participating Class Members in accordance with the terms of
13 the Settlement Agreement.

14 5. The Court finds and determines that the payment to be paid to the California
15 Labor and Workforce Development Agency to satisfy alleged Labor Code violations pursuant to
16 the California Labor Code's Private Attorneys General Act of 2004 ("PAGA") in the sum of
17 \$1,125.00 is fair and reasonable. The Court hereby grants final approval to and orders the
18 payment to Labor and Workforce Development Agency in accordance with the terms of the
19 Settlement Agreement.

20 6. The Court determines that the service award payment to Plaintiffs Iljin Sano and
21 Emily Pariclas in the sum of \$15,000 each is fair and reasonable. The Court hereby grants final
22 approval to and orders payment of the service award be allocated as follows: (a) Ten Thousand
23 Dollars (\$10,000) each as consideration in exchange for Mr. Sano and Ms. Pariclas' full release
24 and waiver of all Civil Code § 1542 claims; and (b) Five Thousand Dollars (\$5,000) each as the
25 enhancement portion.

26 7. Plaintiff's Motion for an Award of Reasonable Attorneys' Fees, Costs, and
27 Expenses is hereby GRANTED. Plaintiff's efforts have resulted in the creation of a common
28 fund in the amount of \$250,000.00 and therefore awarding attorneys' fees on a percentage basis

1 is appropriate. Plaintiff seeks 25% of the common fund, which is considered the benchmark in
2 the Ninth Circuit. This case presents no special circumstances that would warrant a departure
3 from the benchmark. Moreover, the result obtained by Plaintiff is favorable. The average
4 settlement award is approximately \$901.77, and the highest payment is estimated at \$7,156.59.
5 In view of the monetary benefit conferred on the settlement class, the Court finds the requested
6 fee of 25%, or \$62,500.00, to be fair and reasonable.

7 The Court finds that Class Counsel, having conferred a benefit on absent Class Members
8 and having expended efforts to secure a benefit to the Class, is entitled to a fee and accordingly,
9 the Court approves the application of Class Counsel for \$62,500 for their attorneys' fees, and up
10 to \$13,000.00 for their litigation expenses.

11 8. Cross-checking the \$62,500.00 amount against Class Counsel's lodestar confirms
12 the reasonableness of the fee award. Class Counsel's collective lodestar is \$119,685.00, at the
13 time of filing the final approval papers. The hourly rates used to arrive at this figure are
14 consistent with market rates and reasonable in light of the Class Counsel's skill, experience, and
15 expertise. The Court is further satisfied that the number of hours expended on the litigation is
16 reasonable. Dividing the requested fee by Class Counsel's current lodestar yields a negative
17 multiplier of .52.

18 9. Accordingly, Plaintiffs shall recover, from the common fund established by the
19 Stipulation and Settlement of Class Action Claims, \$62,500 in and for attorneys' fees and
20 \$13,000 in costs and expenses. Those amounts shall be paid by the Claims Administrator to
21 Class Counsel.

22 10. The Court further approves payment of the fees and costs of the appointed claims
23 administrator Dahl Administration, Inc., of \$3,600 for services rendered and to be rendered in
24 connection with the completion of its duties pursuant to the terms of the Settlement.

25 11. Defendant shall deliver the Maximum Settlement Amount of \$250,000, fifteen
26 (15) days of the Effective Date, as awarded by the Court (pursuant to the Settlement Agreement),
27 for Individual Settlement Payments, the Class Representative service award, attorneys' fees and
28 litigation costs, the claims administration costs, and the PAGA Payment to the Labor and

1 Workforce Development Agency are due to be paid.

2 12. The Court further directs Defendant to pay the Gross Settlement Amount of
3 \$250,000 within fifteen (15) days of entry of this Order to the Claims Administrator (Joint
4 Stipulation ¶2.1) The Claims Administrator is ordered to distribute all funds to class members,
5 attorneys, and the class representatives within twenty-five (25) calendar days after the entry of
6 this Order (Joint Stip. ¶4). The sums to be distributed to those persons and entities referenced
7 below, in the manner set forth, the following sums:

8 a. Individual Settlement Payment checks in accordance with the Settlement
9 Agreement to those members of the Class who submitted a timely and valid claim form by U.S.
10 First Class Mail, as calculated and approved by Dahl Administration, LLC;

11 b. Class Representative Service Award to Plaintiff Iljin Sano, \$15,000.00 by check
12 mailed to Class Counsel;

13 c. Class Representative Service Award to Plaintiff Emily Pariclas, \$15,000 by check
14 mailed to Class Counsel;

15 d. Attorneys' fees to Class Counsel, \$62,500 by wire transfer, as directed by Class
16 Counsel;

17 e. Litigation expenses to Class Counsel, of \$13,000.00 by wire transfer, as directed
18 by Class Counsel;

19 f. PAGA Payment to the State of California Labor Workforce & Development
20 Agency ("LWDA"), \$1,125.00, by check to Counsel for Defendant for transmittal to the LWDA;

21 g. Claims Administration services to Dahl Administration, Inc., in the sum of
22 \$3,600.00 for services rendered in connection with its duties and responsibilities to process
23 claims and to disburse payments, respond to continuing inquiries from the class and the Parties in
24 order to conclude its duties and responsibilities pursuant to the settlement.

25 13. The Court retains jurisdiction over the administration and effectuation of the
26 Settlement including, but not limited to, the ultimate disbursement to the participating Class
27 Members, payment of attorneys' fees and costs, the enhancement award to the Class
28 Representative, and the claims administration expenses and other issues related to this

1 Settlement.

2 14. Without affecting the finality of this order in any way, the Court retains
3 jurisdiction of all matters relating to the interpretation, administration, implementation,
4 effectuation and enforcement of this Order and the Settlement.

5 15. Nothing in this order shall preclude any action to enforce the Parties' obligations
6 under the Settlement or under this Order, including the requirement that Defendant make
7 payments to participating Class Members in accordance with the Settlement.

8 16. Upon satisfaction of all payments and obligations under the Settlement
9 Agreement and under this Order, all Class Members who did not opt out are permanently barred
10 from prosecuting against Defendant Southland Management Group, Inc. and its past, present, or
11 future parents, subsidiaries and affiliated corporations, and their past, present, or future officers,
12 directors, employees, partners, members, shareholders and agents, staffing agencies, joint
13 employers, and any other successors, assigns or legal representatives, any of the class claims
14 released as set forth in the Settlement Agreement.

15 17. Upon satisfaction of all payments and obligations under the Settlement
16 Agreement and under this Order, every person in the Settlement Class who did not opt out of the
17 Settlement shall be bound by the Settlement and its Release, which, as defined in the Settlement
18 Agreement, releases and discharges the Defendant from any and all causes of action, claims,
19 rights damages, punitive or statutory damages, penalties, liabilities, expenses, and losses and
20 issues, that any of the Releasing Parties have or could have made against any of the Released
21 Parties regarding the claims as alleged in this action, under federal law or the law of any state or
22 locality, common law, statutory law, regulations or California Industrial Welfare Commission
23 Wage Orders, as well as any claims, causes of action, damages, wages, expenses, penalties,
24 liabilities, demands, obligations, attorneys' fees, costs, and any other form of relief or remedy in
25 law or equity, arising from (1) the Action and any claims arising out of the facts alleged in the
26 Action, including without limitation all claims under the California Labor Code, Industrial
27 Welfare Commission Wage Orders and the California Business and Professions Code, claims for
28 restitution and other equitable relief, and (2) any wage and hour violations as alleged in this

1 action, whether premised on statute, contract, tort or other theory of liability under state, federal
2 or local law, arising out of the facts, incidents, transactions, events, occurrences, disclosures,
3 statements, acts, or omissions in law or in equity, asserted from the facts alleged in the Action by
4 any Class Member against the Released Parties up to the Preliminary Approval Date, June 18,
5 2013 (collectively, the "Released Claims"). The Released Claims do not include claims
6 unrelated to alleged wage-hour violations or unpaid compensation, including claims for unlawful
7 employment discrimination, or claims for workers' compensation or wrongful termination. The
8 Released Claims do, however, include claims under PAGA. Judgment in this matter, subject to
9 the terms and conditions herein, constitutes a binding judgment under principles of *res judicata*.

10 18. Excluded from the Settlement and its Releases are the two (2) persons who have
11 submitted valid and timely Requests for Exclusion. A true and correct copy of the list of persons
12 who have submitted a timely Request for Exclusion is attached hereto as **Exhibit 1**.

13 19. The Court hereby enters final judgment in this case accordance with the terms of
14 the Settlement Agreement, Order Granting Preliminary Approval of Class Action Settlement,
15 and this Order Granting Final Approval of the class action Settlement.

16 20. The Parties are hereby ordered to comply with the terms of the Settlement.

17 21. Non-Appearance Case Review set for Feb. 4, 2014

18 Dated: 12/2, 2013

19 
20 Judge of the Superior Court
The Honorable William F. Highberger

21
22 at 9am. Declaration from claims
23 administrator due 3 court days
24 in advance.

25
26 22. Plaintiffs' counsel to post notice of this
27 order, etc. & Judgment for 30 days on their
28 website to comply with CRE 3.771(b).

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

website to comply with CRE 3.771(b).

Exhibit 1

Sano v. Southland Management Group
Opt-Outs

1.	Antonio Sta Cruz
2.	Darlos E. Solano

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 14758 Pipeline Ave., Suite E, 2nd Floor, Chino Hills, CA 91709

On November 26, 2013, I served the foregoing document described as:

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

on INTERESTED PARTIES in this action by placing a copy thereof enclosed in sealed envelopes addressed as stated below:

Rodney C. Lee, Esq.
Randall S. Leff, Esq.
Russell M. Selmont, Esq.
Ervin, Cohen & Jessup LLP
9401 Wilshire Blvd., 9th Floor
Beverly Hills, CA 90212-2974
rlee@ecjlaw.com
rleff@ecjlaw.com
rselmont@ecjlaw.com

XX CASE ANYWHERE

A true and correct copy of the above document was electronically served on counsel of record by transmission to the Case Anywhere system.

Executed on November 26, 2013 at Chino Hills, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Jerin Wilkinson

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 14758 Pipeline Ave., Suite E, 2nd Floor, Chino Hills, CA 91709

On December 4, 2013, I served the foregoing document described as:

NOTICE OF ENTRY OF ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE ENHANCEMENTS, ATTORNEYS' FEES AND COSTS AND JUDGMENT THEREON

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Randall S. Leff, Esq.
Russell M. Selmont, Esq.
Ervin, Cohen & Jessup LLP
9401 Wilshire Blvd., 9th Floor
Beverly Hills, CA 90212-2974
rlee@ecjlaw.com
rleff@ecjlaw.com
rselmont@ecjlaw.com

XX CASE ANYWHERE

A true and correct copy of the above document was electronically served on counsel of record by transmission to the Case Anywhere system.

Nicole Aly, Project Manager
Dahl Administration
6465 Wayzata Blvd, Suite 420
Minneapolis MN 55426
naly@dahladministration.com

XX BY MAIL

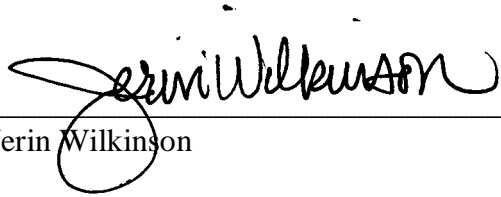
I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal service on that same day with postage thereon fully prepaid at CHINO HILLS, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

XX BY E-MAIL

I electronically served the above mentioned documents to each of the recipients at their respective e-mail addresses.

Executed on December 4, 2013 at Chino Hills, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Jerin Wilkinson