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ORIGINAL FILED
AUG 15 2012
LOS ANGELES
SUPERIOR COURT

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

SAM RIZK, JOHN HARRIS, JOHNNY
McNEAL, WAYNE GARLAND and MYLES
TAYLOR, individually and on behalf of all
others similarly situated; and MOES 1 through
30,000,

Plaintiff,

v.

DC CONNECTION SERVICES, INC.; a
California corporation; LARRY DEL CAMPO,
an individual; DIRECTSAT USA, LLC, a
Delaware Limited Liability Company; and
DOES 1 through 100, inclusive,

Defendants.

Case No. BC363435

CLASS ACTION

**[PROPOSED] ORDER FINALLY
APPROVING CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT DISMISSING THE ACTION
WITH PREJUDICE PURSUANT TO THE
TERMS OF JOINT STIPULATION RE
CLASS ACTION SETTLEMENT**

1 This matter came on for hearing on 5/15, 2012, upon Plaintiffs' Motion for Final
2 Approval of the proposed settlement of this action on the terms set forth in the Joint Stipulation Re
3 Class Action Settlement (the "Agreement") attached hereto as Exhibit 1. Due and adequate notice
4 having been given to the members of the Class, and the Court having considered the Agreement, all
5 papers and proceedings held herein, and all oral and written comments received regarding the
6 proposed Settlement, and having reviewed the entire record in this action, Case No. BC363435,
7 entitled Sam Rizk, John Harris, Johnny McNeal, Wayne Garland and Myles Taylor, individually
8 and on behalf of all others similarly situated; and Moes 1-30,000 v. DC Connections Services, Inc.;
9 a California corporation; Larry Del Campo, an individual; DirectSat USA, LLC, a Delaware
10 Limited Liability Company; and Does 1 through 100, inclusive ("the Action"), and good cause
11 appearing, finds that:

12 WHEREAS, Plaintiffs Sam Rizk, John Harris, Johnny McNeal, Wayne Garland and Myles
13 Taylor ("Plaintiffs") have alleged claims against Defendant DirectSat USA, LLC ("Defendant") on
14 behalf of themselves and all individuals who performed satellite installation services pursuant to
15 work orders received by DC Connection Services, Inc. ("DC Connection") which were generated
16 by Defendant during the period of April 21, 2005 to the date of preliminary approval of this
17 settlement; and

18 WHEREAS, Plaintiffs assert claims for (1) failure to pay all earned wages, including
19 overtime; (2) failure to pay all earned wages upon termination; (3) failure to provide lawful wage
20 statements; (4) failure to permit 10 minute rest periods; (5) failure to permit 30 minute meal
21 periods; (6) failure to reimburse expenses; and (7) unfair business practices; and

22 WHEREAS, Defendant expressly denies the allegations of wrongdoing and violations of
23 law alleged in this Action; claims that it did not employ the individuals identified as Class
24 Members; and further denies any liability whatsoever to Plaintiffs or to the Class Members; and

25 WHEREAS, without admitting any liability, claim or defense, Plaintiffs and Defendant
26 (collectively, "the Parties") determined that it was mutually advantageous to settle this Action and
27 avoid the costs, delay, uncertainty and business disruption of ongoing litigation; and

1 WHEREAS, the Parties agreed to resolve the Action and entered into the Agreement on
2 3/29, 2012, that provides for a complete dismissal with prejudice of the claims asserted in
3 the Action against Defendant on the terms and conditions set forth in the Agreement, subject to the
4 approval of this Court (“the Settlement”);

5 WHEREAS, this Court granted preliminary approval of the parties’ Agreement in this
6 Action on 3/29, 2012 (“Preliminary Approval Order”); and

7 WHEREAS, notice to the Class Members was sent in accordance with the Agreement and
8 the Preliminary Approval Order; and

9 WHEREAS, a fairness hearing on the proposed Settlement having been duly held and a
10 decision reached,

11 NOW, therefore, the Court grants final approval of the Settlement, and

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

13 1. To the extent defined in the Joint Stipulation Re Class Action Settlement, attached
14 hereto as Exhibit 1 and incorporated herein by reference, the terms in this Order shall have the
15 meanings set forth therein.

16 2. The Court has jurisdiction over the subject matter of this Action, Defendant, and the
17 Class.

18 3. The Court has determined that the notice given to the Class fully and accurately
19 informed all persons in the Class of all material elements of the proposed Settlement – including
20 the plan of distribution of the Settlement Amount, the application for enhancement awards to the
21 Class Representatives and the application for an attorneys’ fees and costs awards to Class Counsel
22 – constituted the best notice practicable under the circumstances, and constituted valid, due and
23 sufficient notice to all Class members.

24 4. The Court hereby grants final approval of the Settlement and Agreement as fair,
25 reasonable and adequate in all respects to the Class Members and orders the parties to consummate
26 the Settlement in accordance with the terms of the Agreement.

1 5. The plan of distribution as set forth in the Agreement providing for the distribution
2 of the Net Settlement Amount to Settlement Class Members is approved as being fair, reasonable,
3 and adequate.

4 6. As previously held in the Court's Preliminary Approval Order, the Class consists of
5 approximately 68 Class Members, and is defined as follows: all individuals who performed
6 satellite installation services pursuant to work orders received by DC Connection Services, Inc.
7 which were generated by Defendant during the period of April 21, 2005 to the date of preliminary
8 approval of this settlement, and who do not timely opt out of participation in the Action.

9 7. As previously held in the Court's Preliminary Approval Order, the Court appoints as
10 Class Counsel the law firms of Law Offices of Hathaway, Perrett, Webster, Powers, Chrisman &
11 Gutierrez, PC, Law Office of Robert W. Skripko, Jr., APLC, and Michael S. Langford of Langford
12 & Langford, APLC.

13 8. The Court approves the payment of attorneys' fees in the amount of
14 \$ 151,500.00 [not to exceed \$151,500.00] to Class Counsel, which shall be paid from, and not
15 in addition to, the Settlement Amount.

16 9. The Court approves the payment of attorneys' costs in the amount of
17 \$ 205,000.00 [not to exceed \$205,000.00] to Class Counsel, which shall be paid from, and not
18 in addition to, the Settlement Amount.

19 10. The Court approves the payment of reasonable claims administration costs to the
20 Claims Administrator, CPT Group, Inc., in the amount of \$ 7,500.00 [not to exceed
21 \$7,500], which shall be paid from, and not in addition to, the Settlement Amount.

22 11. The Court approves an enhancement award to Class Representative Sam Rizk in the
23 amount of \$ 3,000.00 [not to exceed \$3,000], which shall be paid from, and not in
24 addition to, the Settlement Amount.

25 12. The Court approves an enhancement award to Class Representative John Harris in
26 the amount of \$ 3,000.00 [not to exceed \$3,000], which shall be paid from, and not in
27 addition to, the Settlement Amount.

1 13. The Court approves an enhancement award to Class Representative Johnny McNeal
2 in the amount of \$ 3,000.00 [not to exceed \$3,000], which shall be paid from, and not in
3 addition to, the Settlement Amount.

4 14. The Court approves an enhancement award to Class Representative Wayne Garland
5 in the amount of \$ 3,000.00 [not to exceed \$3,000], which shall be paid from, and not in
6 addition to, the Settlement Amount.

7 15. The Court approves an enhancement award to Class Representative Myles Taylor in
8 the amount of \$ 3,000.00 [not to exceed \$3,000], which shall be paid from, and not in
9 addition to, the Settlement Amount.

10 16. The Court hereby dismisses this Action with prejudice. Without affecting the
11 finality of this Final Order and Judgment, the Court reserves exclusive and continuing jurisdiction
12 over the Action, the Class Representatives Sam Rizk, John Harris, Johnny McNeal, Wayne
13 Garland and Myles Taylor, the Class, and the Defendant for the purposes of: (a) supervising the
14 implementation, enforcement, construction, and interpretation of the Agreement, the Preliminary
15 Approval Order, the distribution of the Settlement Payment, the Final Order and Judgment; and (b)
16 hearing and determining the application by Class Counsel for an award of attorneys' fees, costs,
17 and expenses, which hearings shall take place concurrently with the hearing for this Final Order
18 and Judgment.

19 17. Upon entry of this Final Order and Judgment, and by operation of this Final Order
20 and Judgment, the claims in this Action of each Class Member against Defendant, and against any
21 and all of the Releasees as defined in the Agreement, are fully, finally, and forever released,
22 relinquished and discharged pursuant to the terms of the Agreement.

23 18. By operation of this Final Order and Judgment, all members of the Class are hereby
24 forever barred and enjoined from prosecuting the released claims against any of the Released
25 Parties as defined in the Agreement.

26 19. Each member of the Class is bound by this Final Order and Judgment, including,
27 without limitation, the release of claims as set forth in the Agreement.

