

FILED  
KERN COUNTY SUPERIOR COURT  
2/15/2023  
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DEPUTY

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF KERN

10 PEDRO RAMOS, as an aggrieved employee  
pursuant to the Private Attorneys General Act  
11 (“PAGA”), on behalf of the State of California  
and other aggrieved employees,  
12 Plaintiff,

v.

13 GEORG FISCHER HARVEL LLC, a  
Pennsylvania limited liability company;  
14 GEORG FISCHER INC., an unknown  
business entity; GEORG FISCHER LLC, a  
15 California limited liability company;  
16 GEORG FISCHER CENTRAL PLASTICS  
LLC, an Oklahoma limited liability  
17 company; GEORG FISCHER SIGNET  
LLC, a California limited liability  
18 company; and DOES 1 through 10,  
19 inclusive,

20 Defendants.

Case No. BCV-21-100840

Assigned to the Hon. David Zulfa

~~PROPOSED~~ ORDER AND JUDGMENT  
GRANTING MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND MOTION FOR  
ATTORNEYS’ FEES, COSTS AND  
EXPENSES, AND A CLASS  
REPRESENTATIVE ENHANCEMENT  
PAYMENT

Date: January 31, 2023

Time: 8:30 a.m.

Place: Division J

Complaint Filed: April 14, 2021

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1 **ORDER**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class  
3 Action Settlement and Motion for Attorneys’ Fees, Costs and Expenses, and a Class Representative  
4 Enhancement Payment (collectively, the “Motions”). Due and adequate notice having been given to  
5 Class Members as required by the Court’s Preliminary Approval Order, and the Court having reviewed  
6 the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being  
7 fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

8 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and  
9 incorporated herein by reference, this Court finds that the requirements of California Code of Civil  
10 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

11 2. This Order hereby adopts and incorporates by reference the terms and conditions of the  
12 Joint Stipulation and Settlement Agreement (collectively, “Settlement Agreement” or “Settlement”),  
13 together with the definitions and terms used and contained therein.

14 3. The Court finds that it has jurisdiction over the subject matter of the action and over all  
15 parties to the action, including all members of the Settlement Class.

16 4. The Class Notice fully and accurately informed Class Members of all material elements  
17 of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable  
18 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully  
19 with the laws of the State of California and due process. The Class Notice fairly and adequately  
20 described the settlement and provided Class Members with adequate instructions and a variety of means  
21 to obtain additional information.

22 5. Class Members were given a full opportunity to participate in the Final Approval  
23 hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the  
24 Court determines that all Class Members who did not timely and properly opt out of the settlement are  
25 bound by this Order.

26 6. The Court has considered all relevant factors for determining the fairness of the  
27 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,  
28 the Court finds that the settlement was reached following meaningful discovery and investigation

1 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and  
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,  
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence  
5 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the  
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and  
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with  
8 sufficient information about the nature and magnitude of the claims being settled, as well as the  
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to  
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement  
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the  
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,  
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will  
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were  
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the  
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement  
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendants or by any other Released  
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants  
21 or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to  
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used  
23 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability  
24 whatsoever by or against Defendants or any of the other Released Parties.

25 10. With the exception of Robert C. Coute who opted out of the Settlement Class, final  
26 approval shall be with respect to: All current and former non-exempt employees employed by  
27 Defendants who worked in California from April 14, 2017 through May 15, 2022 ("Participating Class  
28 Members").

1           11. Plaintiff Pedro Ramos is an adequate and suitable representative and is hereby appointed  
2 the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and  
3 commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement  
4 Class, and that his interests are aligned with those of the Settlement Class.

5           12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of  
6 \$10,000 for his service on behalf of the Settlement Class, and for agreeing to a general release of all  
7 claims arising out of his employment with Defendants.

8           13. The Court finds that the attorneys at Capstone Law APC have the requisite  
9 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The  
10 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position  
11 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

12           14. The settlement of civil penalties under PAGA in the amount of \$10,000 is hereby  
13 approved. Seventy-Five Percent (75%), or \$7,500, shall be paid to the California Labor and Workforce  
14 Development Agency. The remaining Twenty-Five Percent (25%), or \$2,500, will be paid to PAGA  
15 Members.

16           15. The Court hereby awards \$352,100 in attorneys' fees and \$16,411.09 in costs and  
17 expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is  
18 reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created  
19 by the settlement. Counsel have also established the reasonableness of the requested award of attorneys'  
20 fees via their lodestar crosscheck, and the Court finds that the rates, hours billed, and risk multiplier are  
21 fair and reasonable. The Court also finds that the fee award is appropriate in light of the benefit obtained  
22 for the class and the efficiency with which class counsel conducted the litigation.

23           16. The Court approves settlement administration costs and expenses in the amount of  
24 \$10,000 to CPT Group, Inc.

25           17. All Class Members were given a full and fair opportunity to participate in the Approval  
26 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the  
27 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed  
28 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order

1 shall be forever binding on all Participating Class Members. These Participating Class Members have  
2 released and forever discharged the Released Parties for any and all Released Class Claims:

3 Any and all facts and claims asserted in the operative complaint in the Actions and  
4 any other claims that could reasonably have been asserted in the Actions based on  
5 the facts alleged and arising at any time during the Class Period, including, but not  
6 limited to, federal or state wage and hour claims for: (1) unpaid overtime; (2)  
7 unpaid minimum wages; (3) failure to provide meal periods; (4) failure to  
8 authorize and permit rest periods; (5) non-compliant wage statements and failure  
9 to maintain payroll; (6) wages not timely paid upon termination; (7) failure to  
10 timely pay wages during employment; (8) failure to provide one day of rest in  
11 seven; (9) unreimbursed business expenses; (10) unlawful business practice; (12)  
12 unfair business practices and their related provisions of the Labor Code, sections  
13 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 516, 551, 552, 558, 1174,  
14 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802.

15  
16 18. Additionally, all PAGA Group Members and the LWDA have released and forever  
17 discharged the Released Parties for any and all PAGA Released Claims:

18 Any claims for civil penalties under the California Labor Code Private Attorneys  
19 General Act of 2004 ("PAGA"), Labor Code section 2698, *et seq.*, arising at any  
20 time during the PAGA Period and based on or arising out of alleged violations of  
21 Labor Code sections 201, 202, 203, 204, 210, 222.5, 226(a), 226.7, 510, 512, 516,  
22 551, 552, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699,  
23 2699.3, 2699.5, 2802, 6401, and 6403 as alleged in Plaintiff's letter to the LWDA  
24 and/or the Actions.


25 19. Judgment in this matter is entered in accordance with the above findings.

26 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and  
27 continuing jurisdiction over the above-captioned action and the parties, including all Participating  
28 Settlement Members, for purposes of enforcing the terms of the Judgment entered herein.

21 21. This document shall constitute a judgment (and separate document constituting said  
22 judgment) for purposes of California Rules of Court, Rule 3.769(h).

23 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

24 Dated: Signed: 2/15/2023 02:42 PM

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26 \_\_\_\_\_  
27 Hon. David Zulfa  
28 Kern County Superior Court Judge