

1 This matter came on for hearing on December 6, 2021, at 10:30 a.m., in Department 1 of the
2 above-captioned Court for a Motion for Final Approval of Class Action Settlement, Attorneys' Fees,
3 Costs, Class Representative Service Award, and Entering of Final Judgment. Having received and
4 considered the Settlement Agreement, the supporting papers filed by the Parties, and the evidence
5 and argument received by the Court in conjunction with the Motion for Preliminary Approval of Class
6 Action Settlement, and the instant Plaintiff's Motion for Final Approval of Class Action Settlement,
7 Attorneys' Fees, Costs, Class Representative Service Award, and Entering of Final Judgment ("Final
8 Approval Motion"), the Court grants final approval of the Settlement and **HEREBY ORDERS AND**
9 **MAKES THE FOLLOWING DETERMINATIONS:**

10 1. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all
11 members of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the
12 Settlement, of their right to receive their proportional Individual Settlement Payment, of their right
13 to request exclusion from the Class and the Settlement, of their right to comment upon or object to
14 the Settlement and to appear in person or by counsel at the final approval hearing and of the date set
15 for the Final Approval hearing. Adequate periods of time were provided by each of these procedures.

16 2. In response to the Notice, no member of the Class has requested exclusion from the
17 settlement, filed written objections to the Settlement, or stated an intention to appear at the final
18 approval hearing.

19 3. The Court finds and determines that this notice procedure afforded adequate
20 protections to Class Members and provides the basis for the Court to make an informed decision
21 regarding approval of the Settlement based on the Class Members' response. The Court finds and
22 determines that the Notice provided in the Action was the best notice practicable, which satisfied the
23 requirements of law and due process.

24 4. The Court further finds and determines that the terms of the Settlement are fair,
25 reasonable, and adequate to the Class and to each Class Member and that the Settlement is ordered
26 finally approved, and that all terms and provisions of the Settlement Agreement should be and hereby
27 are ordered to be consummated.

28 5. The Court has certified a Class, as that term is defined in and by the terms of the

1 Settlement Agreement, and the Court deems this definition sufficient for purposes of California Rule
2 of Court, Rule 3.765(a).

3 6. The Court hereby approves the terms set forth in the Settlement Agreement and finds
4 that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
5 effectuate the Settlement according to its terms. The Court finds that the Settlement was reached as
6 a result of informed and non-collusive arm's-length negotiations facilitated by a neutral mediator.
7 The Court further finds that the Parties conducted extensive investigation, research, and discovery
8 and that their attorneys were able to reasonably evaluate their respective positions. The Court also
9 finds that Settlement will enable the Parties to avoid additional and potentially substantial litigation
10 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
11 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
12 value accorded to the Class.

13 7. The Court hereby confirms Barkhordarian Law Firm, PLC as Class Counsel in this
14 action.

15 8. The Court hereby confirms the Plaintiff Leopoldo Rodriguez as the Class
16 Representative in this action.

17 9. The Court finds and determines that the Individual Settlement Payments provided for
18 by the terms of the Settlement to be paid to the Class are fair and reasonable. The Court hereby gives
19 final approval to and orders the payment of those amounts be made to the participating members of
20 the Class in accordance with the terms of the Settlement.

21 11. The Court finds and determines the Class Representative Award/General Release
22 Payment in the sum of \$5,000.00 to Plaintiff Rodriguez is fair and reasonable. The Court hereby
23 orders the Administrator to make this payment to the Plaintiff/Class Representative in accordance
24 with the terms of the Settlement Agreement.

25 12. The Court finds and determines that the payment to be paid to the Settlement
26 Administrator, CPT Group, Inc. in the sum of \$12,000.00 for its fee and expenses incurred is fair and
27 reasonable. The Court hereby orders the Administrator to make this payment to itself in accordance
28 with the terms of the Settlement Agreement.

1 13. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
2 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
3 \$33,333.33 and litigation costs of \$9,500.00. The Court finds such amounts to be fair and reasonable.
4 The Court hereby orders the Settlement Administrator to make these payments in accordance with
5 the terms of the Settlement Agreement.

6 14. The Court has reviewed and hereby approves the proposed settlement of alleged
7 PAGA violations in the amount of \$10,000.00 and finds that the settlement provisions are at least as
8 effective as the protections or remedies provided by state and federal law or regulation for the alleged
9 violations.

10 15. Neither Defendant nor any related persons or entities shall have any further liability
11 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
12 provided for by the Settlement Agreement.

13 16. The Court finds and determines that the releases contained in the Settlement
14 Agreement are appropriate and shall bind all Class Members who did not timely opt out of the
15 Settlement.

16 17. Nothing in this Order shall preclude any action to enforce the Parties' obligations
17 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that
18 Defendants make payments to Participating Class Members in accordance with the Settlement
19 Agreement.

20 18. The Court finds and determines that nothing in the Settlement Agreement, this Order,
21 or the Judgment (1) is intended or will be construed as an admission of liability or wrongdoing by
22 Defendant or (2) may be offered or admitted in evidence against Defendant (other than solely in
23 connection with this Settlement).

24 19. The Court hereby enters final judgment in this case in accordance with the terms of
25 the Settlement Agreement, Preliminary Approval Order, and this Order.

26 20. The Parties shall bear their own costs and attorneys' fees except as otherwise provided
27 for by the Settlement Agreement and this Court's Order Granting Final Approval.

28 21. Without affecting the finality of this Order in any way, the Court retains jurisdiction

1 of all matters relating to the interpretation, administration, implementation, effectuation, **and**
2 **enforcement of this order and the Settlement.**

3 **JUDGMENT**

4 This document shall constitute a judgment for purposes of California Rules of Court, Rule
5 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall be entered
6 within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules
7 3.769 and 8.104 of the California Rules of Court whereby named Plaintiff/Class Representative and
8 all Class Members shall take nothing from Defendants except as expressly set forth in the Settlement
9 Agreement, in conjunction with Plaintiff's Final Approval Motion. The Court pursuant to California
10 Rule of Court 3.769(h) shall retain jurisdiction over the parties to enforce the terms of the judgment.

11 **IT IS SO ORDERED.**

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14 DATED: 12/06/2021



15 *Daniel J. Buckley*

16 The Honorable Daniel J. Buckley
17 Judge of the Superior Court
18 Daniel J. Buckley / Judge
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