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FILED
ALAMEDA COUNTY

OCT 10 2021

CLERK OF THE SUPERIOR COURT

By  Deputy

8
9 **SUPERIOR COURT OF CALIFORNIA**

10 **COUNTY OF ALAMEDA**

11 **RODMIRO FREGOSO**, individually and on
behalf of other persons similarly situated,

12 Plaintiff,

13 vs.

14 **MITAC LOGISTICS CORPORATION;**
ZEROTEK TECHNOLOGY, INC.; and
15 **DOES 1-50,**

16 Defendants.

Case No.: RG19023303

[Assigned to Hon. Brad Seligman, Dept. 23]

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT;
JUDGMENT**

Complaint Filed: June 18, 2019

Complaint Filed: September 23, 2019

Trial Date: None Set

Hearing Date: September 28, 2021

Time: 3:00 p.m.

Department: 23

Reservation No.: R-2257028

LAW OFFICE OF KENNETH A. GOLDMAN, PC
16133 Ventura Boulevard, Suite 1200
Encino, California 91436

ORDER

The above-referenced class action (“Action”) having come before the Court on October 19, 2021, for a hearing and Order Granting Final Approval of Class Action Settlement (“Final Order”), consistent with the Court’s Order Granting Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”), filed and entered on April 27, 2021, and as set forth in the Stipulation of Class Action Settlement and the Exhibits attached thereto (hereafter collectively, the “Settlement Agreement”) in the Action, and due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore,

THE COURT HEREBY ORDERS AS FOLLOWS:

1. For purposes of this Final Order, the Court incorporates by reference the definitions in the Settlement Agreement, and all defined terms herein shall have the same meaning as set forth in the Settlement Agreement.

2. Consistent with the definitions in the Settlement Agreement, the term “Settlement Class Members” is defined as: All non-exempt employees who worked in California for Future Plastering, Inc. at any time during the Class Period (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s legal representative or successor in interest evidenced by reasonable verification). The Settlement Class Members shall not include any person submits a timely and valid request for exclusion as provided in this Agreement.

3. The Class Period is defined as the period from June 18, 2015 through September 27, 2020.

4. For purposes of the Settlement and this Final Order, “Released Parties” “Released Parties” means Defendants, each of their respective parent companies, subsidiaries, current and former management companies, shareholders, members, owners, agents (including without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past,

1 present or future officers, directors and employees) and any of their respective predecessors,
2 successors, and assigns. The Released Claims shall not extend to any staffing agencies or
3 professional employer organizations that provided labor and or personnel to Defendants during the
4 time period covered by the release.

5 5. This Court has jurisdiction over the subject matter of this Action and over all
6 Parties to this Action, including all Class Members.

7 6. Distribution of the Notice and the Claim Form directed to the Class Members as
8 set forth in the Settlement Agreement and the other matters set forth therein has been completed
9 in conformity with the Preliminary Approval Order, including individual notice to all Class
10 Members who could be identified through reasonable effort, and the best notice practicable under
11 the circumstances. The Notice provided due and adequate notice of the proceedings and of the
12 matters set forth therein, including the proposed Settlement set forth in the Settlement
13 Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the requirements
14 of due process. All Class Members and all Released Claims are covered by and included within
15 the Settlement and this Final Order.

16 7. The Court finds that the Settlement is fair, adequate, and reasonable and that
17 Plaintiff has satisfied the standards and applicable requirements for final approval of this class
18 action settlement under California law, including the provisions of California Code of Civil
19 Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California
20 state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

21 8. The Court hereby approves the Settlement set forth in the Settlement Agreement
22 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the
23 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement
24 has been reached as a result of intensive, serious and non-collusive arms-length negotiations.
25 The Court further finds that the Parties have conducted extensive investigation and research, and
26 counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
27 finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay
28 and risks that would be presented by the further prosecution of the Action. The Court has

1 reviewed the benefits that are being granted as part of the Settlement and recognizes the
2 significant value to the Class Members. The Court also finds that the Class is properly certified
3 as a class for settlement purposes only.

4 9. As of the date of entry of this Final Order, each and every Released Claim (as
5 defined in the Settlement Agreement and set forth below) of each and every Class Member is
6 and shall be deemed to be conclusively released as against the Released Parties. As of the date
7 of this Final Order, the Class Representative and each and every Class Member who has not
8 submitted a valid request for exclusion is hereby released and forever barred and enjoined from
9 prosecuting the any all wage-related claims that are or could have been alleged in Plaintiff's
10 operative complaint at the time of preliminary approval of this Settlement ("First Amended
11 Complaint" or "FAC") from the same core factual allegations or that are reasonably related
12 thereto including but not limited to causes of action for (1) failure to pay wages owed (Cal. Lab.
13 Code §§ 201–203); (2) unfair business practices (Cal. Bus. & Prof. Code §§ 17200, et. seq.); (3)
14 failure to provide accurate itemized wage statements (Cal. Lab. Code § 226); (4) failure to
15 provide compliant meal periods (Cal. Lab. Code § 512); failure to provide compliant rest periods,
16 and (5) claims pursuant to the California Labor Code Private Attorneys General Act of 2004
17 ("PAGA"), Cal. Lab Code § 2698, *et seq.* based on alleged failure to pay all wages owed, failure
18 to provide legally-compliant rest and meal periods, waiting time penalties and failure to provide
19 accurate itemized wage statements. The Settlement Class shall specifically release claims that
20 arise from the allegations in the FAC including but not limited to (a) claims for unfair business
21 practices, failure to pay wages owed, failure to provide accurate itemized wage statements,
22 failure to provide legally-compliant rest and meal periods, and claims pursuant to PAGA based
23 on the foregoing; (b) any right or claim for civil penalties pursuant to PAGA or any penalties
24 arising under the Labor Code or Wage Orders based on the alleged failures set forth above; or
25 (c) any right or claim for unfair business practices in violation of California Business &
26 Professions Code §§ 17200, et seq., based on the alleged failures set forth above; and (d) any
27 violation of the California Labor Code arising from or related to the conduct set forth above,
28 including, without limitation, violation of Labor Code §§ 201, 202, 203, 204, 208, 210, 215–

1 216, 218.5, 218.6, 226, 226.3, 226.6, 226.7, 500, 510, 512, 558, 1174, 1174.5, 1175, 1194,
2 1194.2, 1197, 1197.1, 1198, 1199, 2698 et seq., 2926, 2927, or any other state statute, rule and/or
3 regulation (“Wage Order”), the relevant Wage Orders issued by the Industrial Welfare
4 Commission; the Fair Labor Standards Act (“FLSA”) codified at 29 U.S.C. §§ 201, et. seq.;
5 California *Civil Code* §§ 52, 52.1; or similar causes of action which any class member has or
6 might have, known or unknown, of any kind whatsoever, that was alleged or could have been
7 alleged based on the factual allegations in the operative complaint; and all claims for attorneys’
8 fees and costs at the time of preliminary approval of the settlement by the Court.

9 10. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
10 is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a
11 finding of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of
12 the other Released Parties. Neither this Final Order, the Settlement Agreement, nor any
13 document referred to herein, nor any action taken to carry out the Settlement Agreement is, may
14 be construed as, or may be used as, an admission by or against Defendant, or any of the other
15 Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or carrying
16 out of the Settlement Agreement, and any negotiations or proceedings related thereto, shall not
17 in any event be construed as, or deemed to be evidence of, an admission or concession with
18 regard to the denials or defenses by Defendants, or any of the other Released Parties, and shall
19 not be offered in evidence in any action or proceeding in any court, administrative agency or
20 other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order,
21 the Settlement Agreement, the Released Claims, or any related agreement or release.
22 Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit
23 in any other proceeding, the Final Order, the Settlement Agreement, and any other papers and
24 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
25 *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to
26 the Released Claims.

27 11. The Court hereby enters judgment in favor of Plaintiff Rodimiro Fregoso and the
28 Settlement Class and against Defendants MiTac Logistics Corporation, MiTac Information

1 Systems Corporation, Zerotek Technology, Inc., and Jointek Group, Inc., jointly and severally,
2 in the amount of One Million Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00)
3 in the entire Action as of the filing date of this Final Order, pursuant to the terms set forth in the
4 Settlement Agreement. Without affecting the finality of this Final Order in any way, the Court
5 hereby retains continuing jurisdiction over the interpretation, implementation and enforcement
6 of the Settlement and all orders entered in connection therewith pursuant to California Code of
7 Civil Procedure section 664.6.

8 12. The Court finds the settlement payments provided for under the Settlement to be
9 fair and reasonable in light of all of the circumstances. The Court orders the calculations and
10 the payments to be made and administered in accordance with the terms of the Settlement
11 Agreement.

12 13. The Court hereby confirms Kenneth A. Goldman of Law Office of Kenneth
13 Goldman, PC and Sahag Majarian of the Law Offices of Sahag Majarian, II as Class Counsel in
14 the Action.

15 14. Pursuant to the terms of the Settlement, and the authorities, evidence and
16 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in
17 the amount of \$540,000.00, and attorneys' costs in the amount \$12,428.92, from the Gross
18 Settlement Fund as final payment for and complete satisfaction of any and all attorneys' fees and
19 costs incurred by and/or owed to Class Counsel and any other person or entity related to the
20 Action. The Court further orders that the award of attorneys' fees and costs set forth in this
21 Paragraph shall be administered pursuant to the terms of the Settlement Agreement, except that
22 10 % of the fee's shall be withheld until the final compliance hearing listed below, and
23 transferred and/or made payable to Class Counsel in the Action; any allocation of attorneys' fees
24 and costs between and among Class Counsel shall be made by the Settlement Administrator
25 pursuant to a separate and independent agreement between Class Counsel.

26 15. The Court also hereby approves and orders a Service Payment to Plaintiff and
27 Class Representative Rodimiro Fregoso in the amount of Ten Thousand Dollars (\$7500.00) from
28 the Gross Settlement Fund.

1 16. The Court also hereby approves and orders payment from the Gross Settlement
2 Fund for actual claims administration expenses incurred by the Settlement Administrator, CPT
3 Group, Inc. in the amount of Thirteen Thousand Five Hundred Dollars (\$13,500.00).

4 17. The Court also hereby approves and orders that any residue from uncashed
5 Settlement Award checks after the expiration date will be distributed in accordance with Code
6 of Civil Procedure section 384, equally between the two *cy pres* recipients Foundation for
7 Advocacy Inclusion & Resources, (“FAIR”) and Equal Access Fund of the Judicial Branch once
8 the proposed amended judgment described below is filed..

9 18. The Court also hereby approves and orders that Thirty-Six Thousand Dollars
10 (\$36,000) from the Gross Settlement Amount shall constitute penalties pursuant to the Private
11 Attorneys General Act of 2004 (“PAGA”) and orders seventy-five percent (75%) of said
12 penalties payable to the Labor & Workforce Development Agency and twenty-five percent
13 (25%) of said penalties to be distributed to the Settlement Class pursuant to the Settlement
14 Agreement.

15 19. The Court also hereby finds and orders that the Settlement Agreement is and
16 constitutes a fair, adequate, and reasonable compromise of the Released Claims against
17 Defendants and the Released Parties.

18 20. Provided the Settlement becomes effective under the terms of the Settlement
19 Agreement, the Court also hereby orders that the deadline for mailing the Court-approved
20 Settlement Awards, Attorneys’ Fees and Costs, and Service Payment is as set forth in the
21 Implementation Schedule within the Preliminary Approval Order.

22 21. The Court also hereby finds that there were no objections to the Settlement raised
23 by any person on the record at the hearing on the Final Order.

24 22. The Court orders the Settlement Administrator to post this Order and Judgment
25 on its website for a period of 90 days following the Effective Date as defined herein.

26 23. The Court orders the following Implementation Schedule for further
27 proceedings:
28

Event	Date
Last day for Defendants to provide Settlement Administrator with payment required under Settlement (if no objections and Settlement is Effective)	December 17, 2021 (60 calendar days after Effective Date)
Last day for Settlement Administrator to mail Service Payment, and to wire transfer the Attorneys' Fees and Costs (if no objections and Settlement is Effective)	December 24, 2021 (7 calendar days after Defendant provides payment to Settlement Administrator)
Last day for Settlement Administrator to mail Settlement Awards (if no objections and Settlement is Effective)	December 24, 2021 (7 calendar days after Effective Date)
Deadline for Settlement Class Members to cash checks	June 22, 2022 (180 calendar days after mailing of Settlement Awards)
Final Accounting Hearing, which may be accomplished by submission of a declaration from the Settlement Administrator setting forth the results of the distribution along with a proposed Amended Judgment to be filed 5 days before compliance hearing	Compliance hearing 8/2/2022 at 3 pm.

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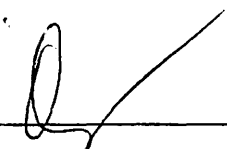
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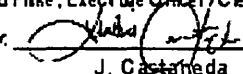
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19 24. Nothing in this Order shall prevent Defendants from providing the Settlement
20 Administrator with payment required under the Settlement at a date earlier than indicated above.
21 All subsequent dates for action by the Settlement Administrator shall be calculated based on the
22 date Defendants provide the required settlement funds.

23
24 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

25
26 Dated: 10/19/21

25
26 

27 JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 10/26/2021
PLAINTIFF/PETITIONER: Rodmiro Fregoso	Clad Finke, Executive Officer / Clerk of the Court By:  Deputy J. Castaneda
DEFENDANT/RESPONDENT: Mitac Logistic Corporation et al	
CERTIFICATE OF MAILING	CASE NUMBER: RG19023303

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Order Granting Final Approval of Class Action and PAGA Settlement; Judgment upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

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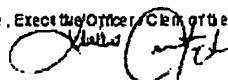
Mark J. Bluer
Bluer & Bluer, LLP
222 Sutter Street
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San Francisco, CA 94108-

Chad Finke, Executive Officer / Clerk of the Court

Dated: 10/26/2021

By:

Clad Finke, Executive Officer / Clerk of the Court



J. Castaneda, Deputy Clerk

CERTIFICATE OF MAILING

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