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FILED
Superior Court of California
County of Los Angeles
09/06/2022
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15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 FOR THE COUNTY OF LOS ANGELES COUNTY

17 SERGIO ARELLANO, EDGAR MURILLO,
18 JOHN HENRY, and CURT UYEMURA,
individually, and on behalf of other members of
19 the general public similarly situated,

20 Plaintiffs,

21 vs.

22 R&B SALES AND MARKETING, INC., a
23 Delaware corporation; TECHTRONIC
INDUSTRIES NORTH AMERICA, INC., a
24 Delaware corporation; and DOES 1 through 10,
inclusive,

25 Defendants.

Case No.: 20STCV04112

Assigned to the Hon. Carolyn B. Kuhl
Spring Street Courthouse; Department 12

**~~PROPOSED~~ ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS AND
COLLECTIVE ACTION SETTLEMENT
AND MOTION FOR ATTORNEYS' FEES,
COSTS AND EXPENSES, AND SERVICE
AWARDS AND JUDGMENT**

Date: September 6, 2022
Time: 10:30 a.m.
Place: Department 12

1 **ORDER**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class
3 and Collective Action Settlement and Motion for Attorneys’ Fees, Costs and Expenses, and Service
4 Awards (collectively, the “Motions”). Due and adequate notice having been given as required by the
5 Court’s Preliminary Approval Order, and the Court having reviewed the Motions, and determining that
6 the settlement is fair, adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE**
7 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 Amended Stipulation and Agreement to Settle Class Action (collectively, “Settlement Agreement” or
13 “Settlement”), 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 Participating Settlement Members.

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

24 5. Notice of Collective Action Settlement issued to Non-California Opt-In Eligible
25 Plaintiffs fully and accurately informed Non-California Opt-In Eligible Plaintiffs of all material elements
26 of the proposed settlement and of their opportunity to opt in to the collective action settlement. A total of
27 170 such individuals opted in to the collective action, and will be bound to this Order and Judgment.

28 6. California Settlement Class Members were given a full opportunity to participate in the

1 Final Approval hearing, and all California Settlement Class Members and other persons wishing to be
2 heard have been heard. Accordingly, the Court determines that all California Settlement Class Members
3 who did not timely and properly opt out of the settlement are bound by this Order.

4 7. The Court has considered all relevant factors for determining the fairness of the
5 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,
6 the Court finds that the settlement was reached following meaningful discovery and investigation
7 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
8 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
9 adequate, and reasonable.

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

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

25 10. The Settlement Agreement is not an admission by Defendants or by any other released
26 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants or
27 any other released party. Neither this Order, the Settlement Agreement, nor any document referred to
28 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used

1 as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against
2 Defendants or any of the other released parties.

3 11. The Court hereby awards Plaintiffs Sergio Arellano, Edgar Murillo, John Henry and
4 Curt Uyemura Service Awards of \$7,500, each, for their service on behalf of Participating Settlement
5 Members, and for agreeing to general releases of all claims arising out of their employment with
6 Defendants.

7 12. The settlement of civil penalties under PAGA in the amount of \$100,000 is hereby
8 approved. Seventy-Five Percent (75%), or \$75,000, shall be paid to the California Labor and Workforce
9 Development Agency. The remaining Twenty-Five Percent (25%), or \$25,000, will be paid to all
10 California Settlement Class Members who worked any time between January 31, 2019 and March 21,
11 2021.

12 13. The Court hereby awards \$704,167 attorneys' fees and \$18,175.38 in costs and expenses
13 to Capstone Law APC and Goldstein, Borgen, Dardarian & Ho. The Court finds that the requested
14 award of attorneys' fees is reasonable for a contingency fee in a class action such as this, and that the
15 requested litigation costs were reasonably incurred.

16 14. The Court approves settlement administration costs and expenses in the combined
17 amount of \$21,628 to CPT Group, Inc.

18 15. All Class Members were given a full and fair opportunity to participate in the Approval
19 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
20 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
21 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
22 shall be forever binding on all Class Members who did not timely and properly opt out of the settlement.
23 These Class Members have released and forever discharged the Defendants for any and all Released
24 Claims.

25 16. The Court further recognizes that, as part of the Settlement, Plaintiffs and Defendants
26 have agreed to dismiss the concurrent federal matter, *Henry v. Techtronic Industries N.A., Inc.*, 3:20-cv-
27 08329-WHO, filed by Plaintiffs John Henry and Curt Uyemura. As such, the Court orders the parties to
28 file a stipulated request for dismissal and order in the Federal Lawsuit no later than five (5) business days

1 after the Effective Date of the Settlement. In accordance with the Settlement, Defendants will not be
2 required to make payment to the Settlement Administrator until the Federal Lawsuit has been dismissed
3 with prejudice.

4 17. The Released Claims for California Class Members includes all claims which were
5 asserted or could have been asserted at any time in the Second Amended Complaint based on the facts
6 alleged in the Second Amended Complaint, including, but is not limited to, any claim for unpaid wages,
7 unpaid penalties, failure to pay overtime, minimum wage or other hours worked, failure to pay overtime
8 wages due based on the correct regular rate of pay, failure to provide compliant meal periods or rest
9 breaks, failure to make premium payments in lieu of providing meal periods or rest breaks, failure to
10 reimburse for expenses, failure to provide suitable seating, failure to pay reporting time pay, failure to
11 provide timely payment of wages or wages at the time of termination, failure to provide compliant wage
12 statements, failure to maintain adequate payroll records, any alleged civil and statutory penalty, and/or
13 any other claims under the Fair Labor Standards Act (“FLSA”), California Labor Code, the applicable
14 California Wage Order, or federal law which were or could have been asserted in the Second Amended
15 Complaint at any time during the California Class Period based on the facts alleged in the Second
16 Amended Complaint, and/or any claim under Business and Professions Code section 17200, *et seq.*,
17 pertaining to such claims.

18 18. All PAGA Members will release all claims for PAGA civil penalties that were brought,
19 or could have been brought, based on the facts alleged in Plaintiffs’ LWDA letters, during the PAGA
20 Period. This includes violations of California Labor Codes section 201, 202, 203, 204, 204.3, 222.5, 226,
21 226.3, 226.7, 256, 510, 512, 513, 516, 558, 1182.12, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,
22 2802, 2810.5, the related provisions of California Wage Order 7 and violation of California Code of
23 Regulations Title 8, Section 11070, Subdivision 5 (A),14(A) and (B), during the period from January 31,
24 2019 to March 21, 2021.

25 19. By opting into the FLSA Collective Action, all Non-California Opt-in Plaintiffs will
26 release all claims arising under the FLSA, which were asserted or could have been asserted at any time in
27 the Second Amended Complaint based on the facts alleged in the Second Amended Complaint,
28 including, but is not limited to, any claim for failure to pay overtime wages, minimum wages, unpaid

1 wages, failure to pay overtime wages at the regular rate of pay, penalties and liquidated damages.

2 20. Judgment in this matter is entered in accordance with the above findings.

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

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

8 23. Plaintiffs shall file a declaration from the Settlement Administrator regarding the
9 completion of settlement administration activities no later than July 7, 2023, as well as an amended
10 judgment re cy pres distribution.

11 24. Plaintiffs shall give notice of this Order and Judgement to Class Members, pursuant to
12 rule 3.771 of the California Rules of Court, by posting an electronic copy of the Order and Judgement on
13 the Settlement Administrator’s website.

14
15 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

16
17 Dated: 09/06/2022



Carolyn B. Kuhl

18 Hon. Carolyn B. Kuhl Carolyn B. Kuhl / Judge
19 Los Angeles County Superior Court Judge