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**FILED**  
Superior Court of California  
County of Los Angeles

JUN 03 2021

Sherri R. Cartwright, Officer/Clerk  
By Alfredo Morales deputy  
ALFREDO MORALES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

FERNANDO BARRERA, an individual, on  
behalf of himself and all others similarly  
situated,  
  
Plaintiff,  
  
vs.  
  
ARVATO DIGITAL SERVICES LLC, a  
Delaware Corporation, and DOES 1 through  
100,  
  
Defendants.

Case No. 19STCV22566  
  
[Case assigned for all purposes to the Hon.  
Amy D. Hogue – Dept. SS-7]  
  
**~~PROPOSED~~ ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND ENTERING  
JUDGMENT**  
  
Action Filed: June 28, 2019  
Trial Date: None

**RECEIVED**  
LOS ANGELES SUPERIOR COURT  
MAY 06 2021  
R. NAZARYAN

BY FAX

1 This matter came on for hearing on June 1, 2021 at 10:00 a.m., upon Plaintiff Fernando  
2 Barrera's ("Plaintiff") Motion for Final Approval of Class Action Settlement, Class Representative  
3 Service Award, and Attorneys' Fees and Costs ("Motion for Final Approval") of the proposed  
4 settlement of this action on the terms set forth in the Joint Stipulation re: Class Action Settlement  
5 (the "Settlement" or "Stipulation"), attached hereto as **Exhibit 1**. Due and adequate notice having  
6 been given to the members of the Class, and having considered the Settlement, all papers and  
7 proceedings held herein, and all oral and written comments received regarding the proposed  
8 Settlement, and having reviewed the entire record in this action, Case No. 19STCV22566, entitled  
9 *Fernando Barrera v. Arvato Digital Services LLC* (the "Action"), and good cause appearing, the  
10 Court finds that:

11 WHEREAS, Plaintiff has alleged claims against Defendant Arvato Digital Services LLC  
12 ("Defendant") on behalf of himself and on behalf of others similarly situated, comprising: "All  
13 persons who have worked for Defendant as non-exempt employees in the State of California at any  
14 time during the Class Period who have not already released any and all claims they may have  
15 possessed against Defendant, excluding persons who worked for Defendant as non-exempt  
16 employees at Defendant's Ontario, California facility between April 3, 2017 and November 6, 2019";  
17 and

18 WHEREAS, Plaintiff asserts claims against Defendant for (1) Failure to Provide Meal  
19 Periods; (2) Failure to Provide Rest Periods; (3) Failure to Provide Compliant Wage Statements and  
20 Maintain Accurate Payroll Records; (4) Wages Not Timely Paid Upon Termination; (5) civil  
21 penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et*  
22 *seq.* ("PAGA"); and (6) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*; and

23 WHEREAS, Defendant expressly denies the allegations of wrongdoing and violations of law  
24 alleged in this Action, and further denies any liability whatsoever to Plaintiff or to the Class  
25 Members; and

26 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendant  
27 (collectively, the "Parties") determined that it was mutually advantageous to settle this Action and  
28 to 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 operative  
2 Stipulation on or about February 15, 2021, which provides for entry of judgment of the claims  
3 asserted in the Action against Defendant on the terms and conditions set forth in the Stipulation,  
4 subject to the approval of this Court;

5           WHEREAS, this Court granted preliminary approval of the Parties' Settlement in this Action  
6 on or about February 19, 2021 (the "Preliminary Approval Order"); and

7           WHEREAS, notice to the Class Members was sent in accordance with the Stipulation 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 the  
20 plan of distribution of the Settlement funds, the application for an enhancement award to the Class  
21 Representative, and the application for an award of attorneys' fees and costs 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 Stipulation 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 Stipulation.

27           5.       The plan of distribution as set forth in the Stipulation providing for the distribution of  
28 the Net Settlement Amount to Class Members is approved as being fair, reasonable, and adequate.

1           6.       The Class is defined as follows: "All persons who have worked for Defendant as  
2 non-exempt employees in the State of California at any time during the Class Period who have not  
3 already released any and all claims they may have possessed against Defendant, excluding persons  
4 who worked for Defendant as non-exempt employees at Defendant's Ontario, California facility  
5 between April 3, 2017 and November 6, 2019."

6           7.       The Class Period is defined as June 28, 2015 to February 19, 2021.

7           8.       As previously held in the Court's Preliminary Approval Order, the Court appoints as  
8 Class Counsel the following attorneys: (a) Paul K. Haines of Haines Law Group, APC, located at  
9 2155 Campus Drive, Suite 180, El Segundo, CA 90245; and (b) Sam Sani of Sani Law, APC, located  
10 at 15720 Ventura Blvd., Suite 405, Encino, CA 91436.

11          9.       The Court approves the payment of attorneys' fees in the amount of \$116,666.67 to  
12 Class Counsel, which shall be paid from, and not in addition to, the Total Class Action Settlement  
13 Amount.

14          10.      The Court approves the payment of attorneys' costs in the amount of \$13,749.01 to  
15 Class Counsel, which shall be paid from, and not in addition to, the Total Class Action Settlement  
16 Amount.

17          11.      The Court approves a payment in the amount of \$15,000.00 to the California Labor  
18 & Workforce Development Agency, representing the State of California's portion of civil penalties  
19 under PAGA, which shall be paid from, and not in addition to, the Total Class Action Settlement  
20 Amount.

21          12.      The Court approves the payment of reasonable claims administration costs to the  
22 Settlement Administrator, CPT Group Class Action Administrators, in the amount of \$12,000.00,  
23 which shall be paid from, and not in addition to, the Total Class Action Settlement Amount.

24          13.      The Court approves an enhancement award to Plaintiff and class representative  
25 Fernando Barrera the amount of ~~\$7,500.00~~ <sup>\$5,000.00</sup>, which amount shall be paid from, and not in addition to,  
26 the Total Class Action Settlement Amount.

27          14.      The Court hereby enters final judgment in this Action in accordance with the terms  
28 of the Stipulation; the Order Granting Preliminary Approval of Class Action Settlement filed on

1 February 19, 2021, and this Order, thereby resolving the Action in its entirety. Without affecting the  
2 finality of this Final Order and Judgment, the Court reserves exclusive and continuing jurisdiction  
3 over the Action; Plaintiff Fernando Barrera; the Class; and Defendant for the purposes of: (a)  
4 supervising the implementation, enforcement, construction, and interpretation of the Stipulation, the  
5 Preliminary Approval Order, the distribution of the Total Class Action Settlement Amount, and the  
6 Final Order and Judgment; and (b) hearing and determining the application by Class Counsel for an  
7 award of attorneys' fees, costs, and expenses, which hearing shall take place concurrently with the  
8 hearing for this Final Order and Judgment.

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

12 16. The Parties will bear their own costs and attorneys' fees except as otherwise provided  
13 herein.

14 17. Upon entry of this Final Order and Judgment, and by operation of this Final Order  
15 and Judgment, the claims in this Action of each Class Member against Defendant, and against any  
16 and all of the Released Parties (as defined in the Stipulation), are fully, finally, and forever released,  
17 relinquished, and discharged pursuant to the terms of the Stipulation.

18 18. By operation of this Final Order and Judgment, all members of the Class are hereby  
19 forever barred and enjoined from prosecuting the Released Class Claims against any of the Released  
20 Parties (as defined in the Stipulation).

21 19. By operation of this Final Order and Judgment, the Class Representative is hereby  
22 forever barred and enjoined from prosecuting the Released Class Claims and any claims covered by  
23 the general release against any of the Released Parties (as defined in the Stipulation).

24 20. Each member of the Class is bound by this Final Order and Judgment, including,  
25 without limitation, the release of claims as set forth in the Stipulation.

26 21. This Final Order and Judgment and the Stipulation, and all papers related thereto, are  
27 not, and shall not be construed to be, an admission by Defendant of any liability, claim, or  
28 wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or

1 wrongdoing in this Action or in any other proceeding.

2 22. In the event that the Settlement does not become effective in accordance with the  
3 terms of the Stipulation, then this Final Order and Judgment shall be rendered null and void to the  
4 extent provided by and in accordance with the Stipulation and shall be vacated, and, in such event,  
5 all orders entered and releases delivered in connection herewith shall be null and void to the extent  
6 provided by and in accordance with the Stipulation, and each party shall retain his, her, or its rights  
7 to proceed with litigation of the Action.

8 23. The Court finds that there is no just reason for delay of entry of this Final Order and  
9 Judgment and hereby directs its entry.

10 *24. The Court finds there were no opt-outs to  
11 the class.*

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

13 DATED: 6-3-21

14   
15 Hon. Amy D. Hogue  
16 Los Angeles Superior Court Judge

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