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on behalf of himself and others similarly situated.

FILED
Superior Court of California
County of Los Angeles

MAY 18 2021

Sherri R. Carter, Executive Officer/Clerk of Court
By *Berta Guerrero* Deputy

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES -SPRING STREET COURTHOUSE**

10 MARVIN ALVAREZ on behalf of himself and
11 others similarly situated,

12 PLAINTIFF,

13 vs.

14 SPACE-LOK, INC., a California corporation;
15 and DOES 1 to 100, Inclusive,

16 DEFENDANTS.

Case No.: BC716019

BY FAX

CLASS ACTION

[Assigned for All Purposes to the Hon.
Kenneth Freeman; Dept. SSC 14]

**[REDACTED] ORDER AND JUDGMENT
RE: PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS**

Hearing Information:

Date: May 11, 2021

Time: 10:00 a.m.

Dept.: 14

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20 This matter having come before the Court for hearing pursuant to the Order of this Court
21 granting Preliminary Approval of the Class Action Settlement in this matter dated January 14, 2021,
22 the hearing regarding Plaintiff's Motion for Final Approval of the settlement set forth in the First
23 Amended Joint Stipulation and Settlement Agreement ("Stipulation") and Award of Attorneys'
24 Fees and Costs came for hearing on May 11, 2021 at 10:00 a.m. in Department 14 of the Los
25 Angeles County Superior Court – Spring Street Courthouse located at 312 North Spring Street, Los
26 Angeles, California 90012. The Court, having considered all the papers filed and proceedings
herein, having determined that due and adequate notice has been given to the Settlement Class
Members and as required by the Court's January 14, 2021 Order, and good cause appearing

**[PROPOSED] ORDER AND JUDGMENT RE: PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS**

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1 therefore, it is hereby ORDERED, and JUDGMENT IS HEREBY ENTERED AS FOLLOWS:

2 1. All terms used herein shall have the same meaning as defined in the Stipulation.

3 2. This Court has jurisdiction over the subject matter of this litigation and over all
4 Parties to this litigation, including all Plaintiffs.

5 3. Distribution of the Notice directed to the Settlement Class Members as set forth in
6 the Stipulation and the other matters set forth therein has been completed in conformity with the
7 Preliminary Approval Order, including individual notice to all Settlement Class Members who
8 could be identified through reasonable effort, and was the best notice practicable under the
9 circumstances. This Notice provided due and adequate notice of the proceedings and of the matters
10 set forth therein, including the proposed settlement set forth in the Stipulation, to all persons entitled
11 to such Notice, and the Notice fully satisfied the requirements of due process. No Settlement Class
12 Members objected to the Settlement. No Settlement Class Members opted out of the Settlement.

13 4. This Court hereby approves the settlement set forth in the Stipulation and finds that
14 the Settlement is, in all respects, fair, adequate and reasonable and directs the Parties to effectuate
15 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
16 result of intensive, serious and non-collusive arms-length negotiations; that the Parties have
17 conducted extensive and costly investigation and research and counsel for the Parties are able to
18 reasonably evaluate their respective positions; and that settlement at this time will avoid additional
19 substantial costs, as well as avoid the delay and risks that would be presented by the further
20 prosecution of these Actions. The Court has reviewed the monetary recovery that is being granted
21 as part of the Settlement and recognizes the significant value to the Class of that monetary recovery.
22 The Court finds that the Class is properly certified as a class for settlement purposes only.

23 5. For purposes of this Judgment, the term "Class" or "Class Members" means any
24 current or former hourly non-exempt employees employed by Space Lok, Inc. in California during
25 the Class Period (as defined herein). If such person is incompetent or deceased, "Class" or "Class
26 Member" or "Class Members" means the person's legal guardian, executor, heir, or successor in
27 interest. The term "Class Period" means from August 2, 2014, up to and including August 16,
28 2019.

1 6. The term "Settlement Class" or "Settlement Class Member" means those persons
2 who are members of the Class who have not properly and timely opted out of the Action.

3 7. Defendant shall pay Four Hundred Seventy Thousand Dollars and No cents
4 (\$470,000.00) within ten (10) days after the court grants Final Approval. The Settlement
5 Administrator shall hold Defendant's initial payment of \$470,000 in an interest-bearing escrow
6 account. Thereafter, Defendant shall make another payment of Four Hundred Seventy Thousand
7 Dollars and No Cents (\$470,000.00) six (6) months after Final Approval.

8 8. Twenty (20) days after the second and final payment of Four Hundred Seventy
9 Thousand Dollars (\$470,000.00), by Defendant, the Settlement Administrator shall distribute to
10 each Authorized Claimant the total of their Settlement Payment. The Settlement Administrator shall
11 distribute to Class Counsel the Court-approved attorneys' fees and costs and the Court approved
12 Enhancement Payment. The Settlement Administrator shall distribute to itself the Court-approved
13 Settlement Administration costs. The Settlement Administrator shall distribute to LWDA the Court
14 approved LWDA Payment. The Settlement Administrator shall distribute any remaining accrued
15 interest to Defendant.

16 9. Upon Defendant's payment to the Gross Settlement Amount as well as its share of
17 payroll taxes to the Settlement Administrator, Representative Plaintiff on his own behalf and as the
18 Representative Plaintiff, all Class Members who did not opt out of this Settlement by filing a timely
19 Request for Exclusion, and all persons purporting to act on their behalf or purporting to assert a
20 claim under or through them, including, but not limited to, their dependents, attorneys, heirs and
21 assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators,
22 guardians, personal representatives, and successors-in-interest, whether individual, class,
23 representative, legal, equitable, direct or indirect, or any other type or in any other capacity
24 (collectively, the "Releasing Parties") hereby forever completely and irrevocably release and
25 discharge Defendant Space-Lok, Inc. and any of its past, present, and future parents, affiliates,
26 subsidiaries, divisions, predecessors, successors, and assigns, and each of their officers, directors,
27 board members, trustees, shareholders, employees, agents, attorneys, auditors, accountants, experts,
28 contractors, stockholders, representatives, partners, insurers, reinsurers, and other persons acting on

1 their behalf (collectively, the "Released Parties"), from the following claims during the Class
2 Period: any and all causes of action, claims, rights, damages, punitive or statutory damages,
3 penalties, liabilities, expenses, and losses that were or could have been asserted based on the facts
4 alleged in the First Amended Complaint, including any claims for (1) Failure to pay wages for all
5 time worked at the minimum wages, in violation of Labor Code Sections 1194, 1194.2 and 1197;
6 (2) Failure to pay wages for all overtime hours worked, in violation of Labor Code Sections 510
7 and 1194; (3) Failure to provide meal periods or pay meal period premiums in violation of
8 California Labor Code sections 512 and 226.7; (4) Failure to provide rest periods or pay rest period
9 premiums in violation of California Labor Code section 226.7 (5) Failure to pay accrued vacation
10 wages in violation of Labor Code Section 227.3; (6) Failure to adequately indemnify employees for
11 employment related losses/expenditures in violation of Labor Code section 2802; (7) Failure to
12 provide accurate wage statements in violation of California Labor Code section 226; (8) Failure to
13 timely pay final wages in violation of Labor Code sections 201, 202, and 203; and (9) Unfair
14 business acts and practices in violation of California Business and Professions Code sections 17200,
15 et seq. and (10) Civil Penalties pursuant to California Labor Code sections 2698, et seq. provided
16 such claims are based on the facts alleged in the First Amended Complaint. The matters released as
17 provided above in this paragraph are referred to in this Agreement as the "Released Claims." Class
18 Members who opt out of this Settlement by filing a timely Request for Exclusion will still receive a
19 portion of the L WDA Payment for the P AGA Settlement and be bound by the release for Civil
20 Penalties pursuant to California Labor Code sections 2698, et seq. for claims or causes of action
21 that were asserted based on the facts alleged in the First Amended Complaint

22 10. The Stipulation and Settlement are not an admission by Defendant or any of the
23 other Released Parties, nor is this Judgment a finding, of the validity of any claims in the Action or
24 of any wrongdoing by Defendant or any of the other Released Parties. Neither this Judgment, the
25 Stipulation, nor any document referred to herein, nor any action taken to carry out the Stipulation is,
26 may be construed as, or may be used as an admission by or against Defendant or any of the other
27 Released Parties of any fault, wrongdoing or liability whatsoever. The entering into or carrying out
28 of the Stipulation, and any negotiations or proceedings related thereto, shall not in any event be

1 construed as, or deemed to be evidence of, an admission or concession with regard to the denials or
2 defenses by Defendant or any of the other Released Parties and shall not be offered in evidence in
3 any action or proceeding against Defendant or any of the Released Parties in any court,
4 administrative agency or other tribunal for any purpose whatsoever other than to enforce the
5 provisions of this Judgment, the Stipulation, or any related agreement or release.

6 11. Without affecting the finality of this Judgment in any way, this Court hereby retains
7 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
8 and all orders and judgments entered in connection therewith.

9 12. The Court hereby awards Class Counsel attorneys' fees ("Fees Award") in the
10 amount of \$313,333 and costs ("Costs Award") in the amount of \$13,313.30. Class Counsel shall
11 not be entitled to any other award of attorneys' fees or costs in any way connected with this Action.

12 The Court also hereby approves the Enhancement Payment to the Named Plaintiff in the amount of
13 \$7,500. The Court approves the LWDA Payment amount of \$20,000 with \$15,000 of the LWDA
14 Payment shall be paid to the LWDA, the remaining \$5,000 shall be part of the Net Fund Value to be
15 distributed to the Settlement Class Members. The Court also approves the payment of claims
16 administration expenses in the amount of \$14,500. Any separate appeal from the portion of this
17 Judgment as to the Fees Award shall not operate to terminate or cancel the Stipulation or otherwise
18 affect the finality of this Judgment.

19 13. If any Settlement Class Member does not cash his/her settlement check within one
20 hundred eighty (180) calendar days from the date of mailing, the checks shall become null and void,
21 and any monies remaining in the distribution account shall be distributed to the Controller of the
22 State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500
23 et seq., for the benefit of those Settlement Class members who did not cash their checks until such
24 time that they claim their property.

25 14. The Final Judgment shall be posted on a website maintained by the Settlement
26 Administrator for a period of one (1) year following the date of the Final Judgment.


27 15. The Court finds that the Stipulation is in good faith and constitutes a fair, reasonable
28 and adequate compromise of the Released Claims.

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16. If the Settlement does not become final and effective in accordance with the terms of the Stipulation, resulting in the return and/or retention of the Gross Settlement Amount to Defendant consistent with the terms of the Settlement, then this Judgment and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

IT IS SO ORDERED.

Dated: _____



Hon. Kenneth Freeman
Los Angeles County Superior Court Judge

Approved as to form and content:
LAVI & EBRAHIMIAN, LLP


Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Attorneys for Plaintiff Marvin Alvarez
and the Class Members

COZEN O'CONNOR

/s/ John R. Carrigan Jr.¹

John R. Carrigan Jr., Esq.
Attorneys for Defendant SPACE-LOK, INC.

¹ Pursuant to Local Rule 2.257(c)(2), the undersigned attests that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.