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Attorneys for Plaintiff MANUEL VILLA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF FRESNO

MANUEL VILLA, an individual(s), on behalf
of himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

TRILLIUM PUMPS USA, INC., a Delaware
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No.: 22CECG01104

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Hearing Date: April 11, 2024

Hearing Time: 3:30 p.m.

Judge: Hon. Jonathan M. Skiles

Dept: 403

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Attorneys' Fees, Costs and Representative Service
3 Award duly came on for hearing on April 11, 2024, before the above-entitled Court. Zakay Law
4 Group, APLC, and the JCL Law Firm, APC, appeared on behalf of Plaintiff MANUEL VILLA
5 ("Plaintiff"). Littler Mendelson, P.C. appeared on behalf of Defendant TRILLIUM PUMPS USA,
6 INC., a Delaware Corporation (hereinafter "Defendant").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in
12 the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of Fresno ("Court"), Case No. 22CECG01104,
15 entitled *Manuel Villia v. Trillium Pumps USA, Inc.* and over all Parties to this litigation, including
16 the Class.

17 **Preliminary Approval of the Settlement**

18 3. On November 14, 2023, the Court granted preliminary approval of a class-
19 wide settlement. At this same time the court approved certification of a provisional settlement class
20 for settlement purposes only. The Court confirms this Order and finally approves the settlement
21 and the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Class Notice was
24 mailed by first class mail to the Class Members at their last known addresses on December 14, 2023.
25 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
26 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
27 proposed settlement to the members of the Class Members. The Court finds that the Class Notice
28 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1 5. The Response Deadline for opting out or objecting was January 27, 2024.
2 There was an adequate interval between notice and deadline to permit Class Members to choose
3 what to do and act on their decision. No Class Members objected. Only one Class Member
4 requested exclusion. The name of the Class Member who opted out is Jennifer Loeffler.

5 **Fairness Of The Settlement**

6 6. The Agreement provides for a Gross Settlement Amount of \$650,000. The
7 Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
8 1794, 1801.)

9 a. The settlement was reached through arms-length bargaining between
10 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
11 settlement.

12 b. The Parties' investigation and discovery have been sufficient to allow
13 the Court and counsel to act intelligently.

14 c. Counsel for all parties are experienced in similar employment class
15 action litigation and have previously settled similar class claims on behalf of employees claiming
16 compensation. All counsel recommended approval of the Settlement.

17 d. No objections were received. Only one request for exclusion was
18 received.

19 e. The participation rate is high. Approximately 99.5% of Class
20 Members will be participating in the Settlement and will be sent settlement payments.

21 7. The consideration to be given to the Class Members under the terms of the
22 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
23 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
24 Settled Class Claims and Settled PAGA Claims, given the uncertainties and risks of the litigation
25 and the delays which would ensue from continued prosecution of the Action.

26 8. The Agreement is finally approved as fair, adequate, and reasonable and in
27 the best interests of the Participating Class Members.

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1 **PAGA Settlement Amount**

2 9. The Agreement provides for a payment of PAGA Settlement in the amount
3 of \$40,000.00. The Court has reviewed the PAGA Settlement mount and finds and determines that
4 the PAGA Settlement Amount and the allocation of \$30,000.00 to LWDA and \$10,000.00 to
5 Aggrieved Employees is fair and reasonable and complies with the requirements set forth in *Moniz*
6 *v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

7 **Attorneys' Fees and Costs**

8 10. The Agreement provides for a payment for Attorneys' Fees and Costs in the
9 amount of up to Two Hundred Twenty Seven Thousand Six Hundred Sixty Six Dollars and Sixty
10 Seven Cents (\$227,666.67). Subject to Court approval, the Attorneys' Fees and Costs consists of
11 attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount, or Two Hundred Sixteen
12 Thousand, Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$216,666.67) and reimbursement
13 of litigation expenses in the amount of Eleven Thousand Dollars and Zero Cents (\$11,000.00).

14 11. Attorneys' Fees and Costs of Two Hundred Twenty Seven Thousand Six
15 Hundred Sixty Six Dollars and Sixty Seven Cents (\$227,666.67) comprised of attorneys' fees in the
16 amount of Two Hundred Sixteen Thousand, Six Hundred Sixty Six Dollars and Sixty Seven Cents
17 (\$216,666.67) and reimbursement of litigation expenses in the amount of Eleven Thousand Dollars
18 and Zero Cents (\$11,000.00) is reasonable in light of the contingent nature of Class Counsel's fee,
19 the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested
20 attorneys' fee award represents 1/3 of the common fund, which is reasonable, and is supported by
21 Class Counsel's lodestar.

22 **Enhancement Payment**

23 12. The Agreement provides for an Enhancement Payment of up to Ten
24 Thousand Dollars and Zero Cents (\$10,000.00) allocated to Plaintiff, subject to the Court's approval.
25 The Court finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) is reasonable
26 in light of the risks and burdens undertaken by Plaintiff in this class action litigation.

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1 b. The “Released Class Claims” are defined as all class claims alleged
2 in the operative complaint, or which could have reasonably been alleged in the operative complaint
3 based on the facts alleged, which occurred during the Class Period, including (a) all claims for
4 failure to pay minimum wages under Cal. Labor Code §§ 1194, 1197 and 1197.1; (b) all claims for
5 failure to pay overtime wages under Cal. Labor Code §§ 510, et seq.; (c) all claims for failure to
6 provide required meal periods under Cal. Labor Code §§ 226.7 and 512 and the applicable IWC
7 Wage Order; (d) all claims for failure to provide required rest breaks under Cal. Labor Code §§
8 226.7 and 512 and the applicable IWC Wage Order; (e) all claims for failure to provide accurate
9 itemized wage statements under Cal. Labor Code § 226; (f) all claims for failure to provide wages
10 when due under Cal. Labor Code §§ 201, 202 and 203; (g) claims for failure to reimburse employees
11 for required expenses under Cal. Labor Code § 2802; (h) claims under the California Business and
12 Professions Code § 17200 et. seq. including injunctive relief related to the California Labor Code
13 violations covered by this release; (i) liquidated damages; (j) interest; (k) attorneys’ fees; and (l)
14 costs; and expressly excluding all other claims, including claims for vested benefits, wrongful
15 termination, unemployment insurance, disability, social security, workers’ compensation, and class
16 claims outside the Class Period. The Released Class Claims are limited to those that accrued during
17 the Class Period. The Released Class Claims expressly exclude claims for penalties pursuant to
18 PAGA, which shall be separately released herein.

19 c. The “Aggrieved Employees” are defined as all non-exempt
20 employees who are or previously were employed by Defendant and performed work in California
21 during the PAGA Period.

22 d. The “Released PAGA Claims” are defined as all PAGA claims
23 alleged in the operative complaint and Plaintiff’s PAGA Notice to the LWDA which occurred
24 during the PAGA Period, and expressly excluding all other claims for vested benefits, wrongful
25 termination, unemployment insurance, disability, social security, workers’ compensation, and
26 PAGA claims outside of the PAGA Period.

27 5. Class Counsel are awarded attorneys’ fees in the amount of Two Hundred
28 Twenty Seven Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$227,666.67) for

1 the Attorneys' Fees and Costs comprised of one-third of the Gross Settlement Amount, or Two
2 Hundred Sixteen Thousand, Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$216,666.67)
3 ("Attorneys' Fees") and litigation expenses in the amount of Eleven Thousand Dollars and Zero
4 Cents (\$11,000.00). Class Counsel shall not seek or obtain any other compensation or
5 reimbursement from Defendant, Plaintiff, or members of the Class.

6 6. The payment of the Service Award to the Plaintiff in the amount of
7 \$10,000.00 is approved.

8 7. The payment of \$9,900.00 to the Administrator for Settlement
9 Administration Expenses is approved.

10 8. The PAGA Settlement Amount of \$40,000.00 is hereby approved as fair,
11 reasonable, adequate, and adequately protects the interests of the public and the LWDA. Further,
12 the Court finds that Plaintiff and Class Counsel negotiated the PAGA Settlement Amount at arms-
13 length, absent of any fraud or collusion.

14 9. Final Judgment is hereby entered in this action. The Final Judgment shall
15 bind each Settlement Class Member.

16 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
17 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
18 ("PAGA").

19 11. The Court further finds and determines that Class Counsel satisfied California
20 Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising
21 under the Private Attorney General Act ("PAGA") on September 21, 2023, and again on March 18,
22 2024.

23 12. The Court orders Class Counsel to comply with California Labor Code §
24 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
25 entry of this Order.

26 13. The Agreement is not an admission by Defendant, nor is this Final Approval
27 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
28 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,

1 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
2 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
3 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
4 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
5 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
6 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
7 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
8 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
9 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
10 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
11 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
12 or issue preclusion or similar defense as to the claims being released by the Settlement.

13 14. Notice of entry of this Final Approval Order and Judgment shall be given to
14 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
15 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
16 Approval Order and Judgment shall be posted on Administrator's website as indicated in the Class
17 Notice.

18 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
19 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
20 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
21 connection with the distribution of settlement benefits.

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

IT IS SO ORDERED.

DATED: _____, 2024

Hon. Jonathan M. Skiles
JUDGE OF THE SUPERIOR COURT