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Attorneys for Plaintiff, EDUARDO RIVERA
on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

EDUARDO RIVERA on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

ALLCOM ELECTRIC, INC., a California
corporation, and DOES 1 through 50,
inclusive,

Defendant.

Case No. 30-2020-01123366-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:
JUDGE: Hon. Peter Wilson
DEPT.: CX102

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

Date: November 3, 2022
Time: 2:00 p.m.
Dept.: CX102

This Court having considered Plaintiff Eduardo Rivera’s Motion for Final Approval of Class Action and PAGA Settlement, and all legal authorities and documents submitted in support thereof, including the Joint Stipulation of Class and PAGA Settlement Agreement and Release of Claims and all Amendments thereto (“Settlement Agreement” or “Settlement”), and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Motion for Final Approval of Class Action and PAGA Settlement is GRANTED, subject to the following findings and orders:

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

1 2. This Court has jurisdiction over the subject matter of this litigation and over the
2 Parties to this litigation, including all Class Members.

3 3. The Court grants Final Approval to and Certifies the Class for purposes of
4 Settlement only. The Class is defined as: all persons who are or were employed by Defendant as
5 non-exempt, hourly-paid employees in California from January 13, 2016, through June 24, 2022,
6 the date of preliminary approval (“Class Members”).

7 4. “Aggrieved Employees” means all persons who are or were employed by
8 Defendant as non-exempt, hourly-paid employees in California from January 14, 2019, through
9 June 24, 2022, the date of preliminary approval.

10 5. The Court finds the distribution of the Notice of Proposed Class Action and Paga
11 Settlement (“Class Notice”) has been completed. The Class Notice provided adequate notice, of
12 the proceedings and about the case, including the proposed settlement terms as set forth in the
13 Settlement Agreement. The Class Notice fully satisfied due process requirements. The Class
14 Notice was sent via U.S. Mail to all persons entitled to such notice and to all Class Members who
15 could be identified through reasonable effort. As executed, the Class Notice was the best notice
16 practicable under the circumstances.

17 6. The Court finds that the Labor & Workforce Development Agency (“LWDA”) has
18 been provided timely and adequate notice of the proceedings in this matter and has made no
19 objections to the proceedings or to the Settlement of this matter.

20 7. The Court finds that there have been two Requests for Exclusion, no Objections,
21 and No Disputes in this matter by the Class Members.

22 8. The Court hereby approves the terms set forth in the Settlement Agreement and
23 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
24 the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the
25 Settlement Agreement has been reached as a result of informed and non-collusive arm’s-length
26 negotiations. The Court further finds that the Parties have conducted extensive investigation and
27 research, and their attorneys were able to reasonably evaluate their respective positions. The
28 Court also finds that settlement now will avoid additional and potentially substantial litigation

1 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
2 reviewed the monetary recovery being provided as part of the Settlement and recognizes the
3 significant value accorded to Class Members.

4 **9.** The Settlement Agreement is not an admission by Defendant nor is this Order a
5 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order,
6 the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out
7 the Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
8 wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

9 **10.** Defendant shall pay the Participating Class Members pursuant to the procedure
10 described in the Settlement Agreement and Class Notice.

11 **11.** The Court confirms Named Plaintiff Eduardo Rivera as Class Representative and
12 hereby approves the class representative enhancement payment of \$6,000 for his services to the
13 Class. The Court finds that this amount is fair and reasonable in light of Plaintiff's contribution to
14 this litigation. The payment of the Class Representative enhancement shall be made in accordance
15 with the terms of the Settlement.

16 **12.** The Court hereby confirms James R. Hawkins and Isandra Fernandez from the law
17 firm James Hawkins APLC as Class Counsel for the Class.

18 **13.** The Court hereby awards attorneys' fees in the amount of One Hundred Forty-
19 Nine Thousand, Seven Hundred Ninety Dollars and Ninety-Two Cents (\$149,790.92) in
20 attorneys' fees (i.e., 33.33% of the Gross Settlement Amount of \$449,417.73) and costs and
21 expenses of Four Thousand Eight Hundred Seventy-Eight Dollars and Twenty-Eight Cents
22 (\$4,878.28) to Class Counsel. The Court finds that the attorneys' fees and costs requested were
23 reasonable in light of the relevant factors under California law. The payment of fees and costs to
24 Class Counsel shall be made in accordance with the terms of the Settlement.

25 **14.** The Court grants final approval of the payment of Twenty-Five Thousand Dollars
26 (\$25,000.00) in penalties under the Private Attorney General Act ("PAGA") Lab. Code § 2699 *et*
27 *seq.* Of that amount, 75% equaling Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750)
28 shall be paid to the LWDA and 25% equaling Six Thousand Two Hundred Fifty Dollars (\$6,250)

1 shall be paid to the Aggrieved Employees. The payments authorized by this paragraph shall be
2 made in accordance with the terms of the Settlement.

3 **15.** The Court further approves the payment of Seven Thousand Five Hundred Dollars
4 (\$7,500) to Simpluris, Inc. as the Settlement Administrators for the fees and costs of
5 administering as set forth in the Settlement Agreement. The payment authorized by this paragraph
6 shall be made in accordance with the terms of the Settlement.

7 **16.** Defendant shall have no further liability for costs, expenses, interest, attorneys'
8 fees, or for any other charge, expense, or liability, except as provided in the Settlement
9 Agreement.

10 **17.** This "Judgment" is intended to be a final disposition of the above captioned action
11 in its entirety and is intended to be immediately appealable.

12 **18.** Pursuant to California Rule of Court 3.769(h), the Court shall have and retain
13 continuing jurisdiction over this action and the parties and Class Members, including after the
14 entry of this Order, to the fullest extent necessary to interpret, enforce and effectuate the terms
15 and intent of the Settlement Agreement and this Order.

16 **19.** The Court sets a Status Conference for Final Accounting of the settlement
17 administration on August 4, 2023, at 9:00AM

18 **20.** Counsel shall submit a Final Accounting Report at least 10 days prior to the date
19 of the Status Conference for Final Accounting.

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21 **IT IS SO ORDERED.**

22 Dated: _____

23 Hon. Peter J. Wilson
24 Judge of the Orange County Superior Court
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