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[Additional counsel information on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

CLARENCE SMITH, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

v.

WATLOW ELECTRIC
MANUFACTURING COMPANY, a
Missouri corporation; and DOES 1 through
50, inclusive,

Defendants.

PHUOC TRUONG, on behalf of himself and
all "aggrieved employees" pursuant to Labor
Code § 2698 et seq.,

Plaintiff,

v.

WATLOW ELECTRIC
MANUFACTURING COMPANY, a
Missouri corporation, and DOES 1 through
10, inclusive,

Defendants.

CASE NO. 20CV365250
Consolidated with Case No. 20CV362069

[Assigned for all purposes to the Hon. Sunil R.
Kulkarni, Dept. 1]

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT THEREON**

DATE: May 26, 2021
TIME: 1:30 P.M.
DEPT.: 1

Complaint filed: March 18, 2020
Trial Date: None

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1 In October 2021, Plaintiffs Phuoc Truong and Clarence Smith (“Plaintiffs”),
2 individually and on behalf of the Settlement Class, and Defendant Watlow Electric
3 Manufacturing Company (“Defendant”) (collectively, the “Parties”) entered into a class
4 action settlement (the “Settlement”), the terms and conditions of which are set forth in the
5 parties’ Amended Joint Stipulation of Class Action and PAGA Settlement and Release (the
6 “Stipulation”). This matter having come before the Court on May 26, 2022 for the Final
7 Approval Hearing on Plaintiffs’ Motion for Final Approval of Class Action Settlement and
8 Plaintiffs’ Application for Approval of Attorneys’ Fees and Costs, Claims Administration
9 Fees, and Class Representatives’ Service Payments, due and adequate notice having been
10 given to Class Members as required by the Court’s Order Granting Motion for Preliminary
11 Approval of Class Action Settlement (“Preliminary Approval Order”), and the Court, having
12 considered all the papers filed and proceedings herein, having determined that the Settlement
13 is fair, adequate and reasonable, and otherwise being fully informed, **hereby ORDERS as**
14 **follows:**

15 1. All terms used herein shall have the same meaning as given them in the
16 Stipulation.

17 2. The Court has jurisdiction over the subject matter of this proceeding and over
18 all Parties to this proceeding, including all Class Members.

19 3. The Court hereby unconditionally certifies the Settlement Class, as set forth in
20 the Stipulation, for purposes of this Settlement only.

21 4. Distribution of the Notice of Pendency of Class Action Settlement and Final
22 Hearing (“Notice”) directed to the Class Members as set forth in the Preliminary Approval
23 Order has been completed in conformity with the Preliminary Approval Order, including
24 individual notice to all Class Members who could be identified through reasonable effort,
25 and constitutes the best notice practicable under the circumstances. The Notice provided due
26 and adequate notice of the proceedings and of the matters set forth in the Preliminary
27 Approval Order, including the proposed Settlement as set forth in the Stipulation. The
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1 Notice provided adequate and appropriate notice to all persons entitled to such notice, and
2 therefore fully satisfied the requirements of due process. All Class Members and the released
3 claims of all Class Members are covered by and included within the Settlement and within
4 this Final Approval Order.

5 5. The Court finds that the Settlement has been reached as a result of intensive,
6 serious, and non-collusive arms-length negotiations and the Settlement was entered into in
7 good faith. The Court further finds that the Settlement is fair, reasonable, and adequate, and
8 that Plaintiff have satisfied the standards and applicable requirements for final approval of
9 this class action Settlement under California law.

10 6. The Court hereby approves the Settlement as set forth in the Stipulation and
11 directs the parties to effectuate the Settlement according to the terms set forth in the
12 Stipulation. In granting final approval of the Stipulation, the Court considered the nature of
13 the claims, the amounts and kinds of benefits paid in settlement, the allocation of settlement
14 proceeds among the Settlement Class Members, and the fact that a settlement represents a
15 compromise of the parties' respective positions rather than the result of a finding of liability
16 at trial. Additionally, the Court finds that the terms of the Stipulation have no obvious
17 deficiencies and do not improperly grant preferential treatment to any individual Class
18 Member.

19 7. As of the date of this Final Approval Order, except as to such rights or claims
20 that may be created by the Settlement, each and all of the Released Claims of each Class
21 Member who did not timely submit a valid request for exclusion shall be deemed to be
22 conclusively released as against the Released Parties (as defined in the Stipulation).

23 8. Neither the Settlement nor any of the terms set forth in the Stipulation
24 constitute an admission by Defendant of liability to the named Plaintiffs or any Class
25 Member, nor does this Final Approval Order constitute a finding by the Court of the validity
26 of any of the claims alleged in the Lawsuit, or of any liability of Defendant.

1 9. The Court hereby finds the Total Settlement Amount of \$500,000 provided
2 for in the Stipulation to be fair, reasonable and adequate.

3 10. The Court hereby confirms Larry W. Lee and Mai Tulyathan of Diversity Law
4 Group, APC and Daniel F. Gaines and Alex P. Katofsky of Gaines & Gaines, APLC as Class
5 Counsel.

6 11. Pursuant to the terms of the Stipulation, and the authorities, evidence, and
7 argument set forth in Class Counsel's application, an award of attorneys' fees in the amount
8 of \$175,000 and for costs and expenses in the amount of \$13,303.65 as final payment for and
9 in complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to
10 Class Counsel is hereby granted. The Court finds that Class Counsel's request falls within
11 the range of reasonableness and that the result achieved justifies the award. The payment of
12 fees and costs to Class Counsel shall be made in accordance with the terms of the Stipulation.

13 12. The Court also hereby approves Plaintiffs Phuoc Truong and Clarence Smith
14 as the Class Representatives and orders payment to Plaintiffs for their Class Representative
15 Enhancement Payments in the sum of \$10,000 each (for a total of \$20,000). The payment of
16 the Enhancement Payments shall be made in accordance with the terms of the Stipulation.

17 13. The Court approves the settlement of the PAGA claims alleged in the Action
18 and the payment of \$60,000 to the California Labor and Workforce Development Agency to
19 settle those claims.

20 14. The Court hereby finds the Net Settlement Amount as provided in the
21 Stipulation to be fair, reasonable and adequate. The Court hereby authorizes and directs the
22 Settlement Administrator, Phoenix Settlement Administrators, to calculate and disburse the
23 individual settlement payments of all Settlement Class Members in accordance with the
24 terms of the Stipulation.

25 15. The Court further approves the payment of \$6,500 to Phoenix Settlement
26 Administrators from the Total Settlement Amount for the costs of administering the
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1 Settlement as set forth in the Stipulation. The payment authorized by this paragraph shall be
2 made in accordance with the terms of the Stipulation.

3 16. If the Settlement does not become final and effective in accordance with the
4 terms of the Stipulation, this Final Approval Order and all orders entered in connection
5 herewith, including the Judgment on this Order, shall be vacated and shall have no further
6 force or effect.

7 17. Pursuant to California Rules of Court, rule 3.769(h), the Court hereby enters
8 Judgment in this action; provided, however, that without affecting the finality of the
9 Settlement or the judgment entered herein, this Court shall retain exclusive and continuing
10 jurisdiction over the Lawsuit and the Parties, including all Class Members, for purposes of
11 enforcing and interpreting this Order and the Settlement.

12 **IT IS SO ORDERED.**

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14 Dated: _____

JUDGE OF THE SUPERIOR COURT