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FILED

June 15, 2023
Clerk of the Court
Superior Court of CA
County of Santa Clara

20CV365250

By: rwalker

**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.

CASE NO. 20CV365250

Consolidated with Case No. 20CV362069

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

CLASS ACTION

~~[PROPOSED]~~ AMENDED JUDGMENT

DATE: June 15, 2023

TIME: 2:30 P.M.

DEPT.: 1

Complaint filed: March 18, 2020

Trial Date: None

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.

~~[PROPOSED]~~ AMENDED JUDGMENT

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1 On 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”). On May 31, 2022, the Court granted final approval of the Settlement (the
7 “Final Approval Order”).

8 The Court, having considered all the papers filed and proceedings herein, having
9 determined that the Settlement is fair, adequate and reasonable, and otherwise being fully
10 informed, **hereby ORDERS as follows:**

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

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

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

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

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

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

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

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

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

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

1 11. Pursuant to the terms of the Stipulation, and the authorities, evidence, and
2 argument set forth in Class Counsel's application, an award of attorneys' fees in the amount
3 of \$166,666.67 and for costs and expenses in the amount of \$13,303.65 as final payment for
4 and in complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed
5 to Class Counsel is hereby granted. The Court finds that Class Counsel's request falls within
6 the range of reasonableness and that the result achieved justifies the award. The payment of
7 fees and costs to Class Counsel shall be made in accordance with the terms of the Stipulation.

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

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

15 14. The Court hereby finds the Net Settlement Amount as provided in the
16 Stipulation to be fair, reasonable and adequate. The Court hereby authorizes and directs the
17 Settlement Administrator, Phoenix Settlement Administrators, to calculate and disburse the
18 individual settlement payments of all Settlement Class Members in accordance with the
19 terms of the Stipulation.

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

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

17. Pursuant to Code of Civil Procedure § 384 and the declaration of Jarrod Salinas filed on June 1, 2023, to date there are a total of 1 uncashed individual settlement payment checks totaling \$2,487.05. Pursuant to the Stipulation, funds from the uncashed checks will be distributed to Legal Aid At Work. The Court hereby orders the Parties to implement the terms of the Stipulation, including remitting the uncashed funds from individual settlement payment checks to Legal Aid At Work.

18. The Clerk is hereby directed to close this case.

IT IS SO ORDERED AND ADJUDGED.

Dated: 6/15/2023

JUDGE OF THE SUPERIOR COURT

Sunil R. Kulkarni

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1 I declare under penalty of perjury under the laws of the State of California that the
2 above is true and correct. Executed on June 1, 2023, at Los Angeles, California.

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Erika Mejia