

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO

MIGUEL HERNANDEZ, on behalf of
himself, all others similarly situated,
and on behalf of the general public,

Plaintiff,

V.

MJ INDUSTRIES, INC.; MJ TANK
LINES, INC.; and DOES 1-100,

Defendant.

Case No. 37-2017-00003218-CU-OE-CTL

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS’ FEES,
COSTS, CLASS REPRESENTATIVE
GENERAL RELEASE PAYMENT, AND
ENTERING OF FINAL JUDGMENT**

Date: January 15, 2021
Time: 8:30 a.m.
Dept: C-74
Judge: Hon. Ronald L. Styn

1 **ORDER**

2 This matter came on for hearing on January 15, 2021, at 8:30 a.m., in Department C-74
3 of the above-captioned Court on Plaintiff's Unopposed Motion for Final Approval of Class
4 Action Settlement, Attorneys' Fees, Costs, Class Representative General Release Payment, and
5 Entering of Judgment pursuant to: (1) California Rule of Court 3.769(g); (2) the Order Granting
6 Plaintiff's Motion for Preliminary Approval of Class Action Settlement, Conditional
7 Certification, Approval of Class Notice, Setting of Final Approval Hearing Date (hereinafter
8 referred to as the "Preliminary Approval Order"); and (3) the Joint Stipulation of Class Action
9 Settlement and Release and the Joint Stipulation Amending Stipulation and Settlement
10 Agreement (hereinafter referred to as the "Settlement Agreement").

11 Having received and considered the Settlement Agreement, the supporting papers filed by
12 the Parties, and the evidence and argument received by the Court in conjunction with the Motion
13 for Preliminary Approval of Class Action Settlement; and Plaintiff's Motion for Final Approval,
14 Attorneys' Fees, Costs, Class Representative General Release Payment, and Entering of
15 Judgment, the Court grants final approval of the Settlement and HEREBY ORDERS AND
16 MAKES THE FOLLOWING DETERMINATIONS:

17 1. Pursuant to the Preliminary Approval Order, the Notice of Class Action
18 Settlement (hereinafter referred to as the "Notice") was mailed to all members of the Class by
19 first-class U.S. mail. The Notice informed the Class of the terms of the Settlement, of their right
20 to receive their proportional Settlement Payment, of their right to request exclusion from the
21 Class and the Settlement, of their right to comment upon or object to the Settlement and to
22 appear in person or by counsel at the final approval hearing and of the date set for the Final
23 Approval hearing. Adequate periods of time were provided by each of these procedures.

24 2. In response to the Notice, no members of the Class filed a written objection to the
25 Settlement, no class members stated an intention to appear at the final approval hearing, and only
26 four (4) members of the Class requested to be excluded from the Settlement.

27 3. The Court finds and determines that this notice procedure afforded adequate
28 protections to Class Members and provides the basis for the Court to make an informed decision

1 regarding approval of the Settlement based on the Class Members' response. The Court finds and
2 determines that the Notice provided in conjunction with preliminary approval was the best notice
3 practicable, which satisfied the requirements of law and due process.

4 4. The Court further finds and determines that the terms of the Settlement
5 Agreement are fair, reasonable and adequate to the Class and to each Class Member and that the
6 settlement is ordered finally approved, and that all terms and provisions of the Settlement
7 Agreement should be and hereby are ordered to be consummated.

8 5. The Court has certified a Class, as that term is defined in and by the terms of the
9 Settlement Agreement, and the Court deems this definition sufficient for purposes of California
10 Rule of Court 3.765(a).

11 6. The Court hereby approves the terms set forth in the Settlement Agreement and
12 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties
13 to effectuate the settlement according to its terms. The Court finds that the settlement was
14 reached as a result of informed and non-collusive arm's-length negotiations facilitated by a
15 neutral mediator. The Court further finds that the Parties conducted extensive investigation,
16 research, and discovery and that their attorneys were able to reasonably evaluate their respective
17 positions. The Court also finds that settlement will enable the Parties to avoid additional and
18 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to
19 litigate the case. The Court has reviewed the monetary recovery provided as part of the
20 settlement and recognizes the significant value accorded to the Class.

21 7. The Court hereby confirms David Mara and Matthew Crawford of Mara Law
22 Firm, PC as Class Counsel in this action.

23 8. The Court hereby confirms Plaintiff Miguel Hernandez as the Class
24 Representative in this action.

25 9. The Court finds and determines that the individual Settlement Payments provided
26 for by the terms of the Settlement Agreement to be paid to Participating Class Members are fair
27 and reasonable. The Court hereby gives final approval to and orders the payment of those
28

1 amounts be made to the Participating Class Members in accordance with the terms of the
2 Settlement.

3 10. The Court finds and determines that payment to the California Labor and
4 Workforce Development Agency of \$3,750 as its share of the settlement of civil penalties in this
5 case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that
6 the payment of that amount be paid in accordance with the Settlement.

7 11. The Court finds and determines the Class Representative General Release
8 Payment in the sum of \$10,000 to Plaintiff Miguel Hernandez is fair and reasonable. The Court
9 hereby orders the Administrator to make these payments to the Plaintiff/Class Representative in
10 accordance with the terms of the Settlement Agreement.

11 12. The Court finds and determines that the payment to be paid to the Settlement
12 Administrator, Simpluris, Inc., in the sum of \$6,249.00 for its fee and expenses incurred is fair
13 and reasonable. The Court hereby orders the Administrator to make this payment to itself in
14 accordance with the terms of the Settlement Agreement.

15 13. Pursuant to the terms of the Settlement, and the authorities, evidence and
16 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in
17 the sum of \$50,000 and litigation costs of \$15,000. The Court finds such amounts to be fair and
18 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
19 accordance with the terms of the Settlement Agreement.

20 14. Neither Defendant nor any related persons or entities shall have any further
21 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or
22 liability, except as provided for by the Settlement Agreement.

23 15. Nothing in this Order shall preclude any action to enforce the Parties' obligations
24 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that
25 Defendant make payments to Participating Class Members in accordance with the Settlement
26 Agreement.

27 16. The Court hereby enters final judgment in this case in accordance with the terms
28 of the Settlement Agreement, Preliminary Approval Order and this Order.

17. The Parties shall bear their own costs and attorneys' fees except as otherwise provided for by the Settlement Agreement and this Court's Order Granting Final Approval.

18. Without affecting the finality of this Order in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this order and the Settlement.

JUDGMENT

19. This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiff/Class Representative and all Class Members shall take nothing from Defendant except as expressly set forth in the Settlement Agreement filed on June 17, 2020, in conjunction with Plaintiff's Motion for Preliminary Approval of the Class Action Settlement. The Court pursuant to California Rule of Court 3.769(h) shall retain jurisdiction over the parties to enforce the terms of the judgment.

Dated: _____

BY ORDER OF THE COURT
HON. RONALD L. STYN
SUPERIOR COURT OF CALIFORNIA