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

JEFFREY CESARIO, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

HARTWELL CORPORATION, a California
corporation; and DOES 1 through 100,
inclusive,
Defendants.

Case No.: 30-2018-00976928-CU-OE-CXC

Honorable Kirk H. Nakamura
Department CX103

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Reservation 73424949
Date: May 6, 2021
Time: 2:00 p.m.
Department: CX103

Complaint Filed: March 1, 2018
FAC Filed: December 11, 2020
Trial Date: None Set

1 This matter has come before the Honorable Kirk H. Nakamura in Department CX103 of
2 the above-entitled Court, located at 700 Civic Center Drive West, Santa Ana, California, 92701,
3 on Plaintiff Jeffrey Cesario's ("Plaintiff") Motion for Final Approval of Class Action Settlement,
4 Attorneys' Fees, Costs, and Service Payment ("Motion for Final Approval"). Lawyers *for* Justice,
5 PC appeared on behalf of Plaintiff, and Ferber Law, P.C. appeared on behalf of Defendant Hartwell
6 Corporation ("Defendant").

7 On December 11, 2021, the Court entered the Order Granting Preliminary Approval of
8 Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
9 settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class
10 Action and PAGA Settlement and Amendment No. 1 to Joint Stipulation of Class Action and
11 PAGA Settlement (together, "Settlement," "Agreement," or "Settlement Agreement"), which,
12 together with the exhibits annexed thereto, set forth the terms and conditions for settlement of the
13 Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

26 All individuals employed by Defendant within the State of California in an
27 hourly, non-exempt position at any time during the period from March 1, 2014
28 through December 11, 2020 ("Class" or "Class Members").

1 4. The Notice of Class Action Settlement (“Notice”) that was provided to the Class
2 Members, fully and accurately informed the Class Members of all material elements of the
3 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
4 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
5 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
6 California, the United States Constitution, due process and other applicable law. The Notice fairly
7 and adequately described the Settlement and provided the Class Members with adequate
8 instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
13 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
14 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
15 Court has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
18 completed; and the experience and views of Class Counsel. The Court has further considered the
19 absence of objections to and requests for exclusion from the Settlement submitted by Class
20 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance
21 with the Settlement Agreement and the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
26 validly opt out of the Settlement (“Settlement Class Member”) are bound by this Final Approval
27 Order and Judgment.
28

1 7. The Court finds that payment of Settlement Administration Costs in the amount of
2 \$6,500.00 is appropriate for the services performed and costs incurred and to be incurred for the
3 notice and settlement administration process. It is hereby ordered that the Settlement
4 Administrator, Phoenix Class Action Administration Solutions, shall issue payment to itself in the
5 amount of \$6,500.00, in accordance with the terms and methodology set forth in Settlement
6 Agreement.

7 8. The Court finds that the Service Payment sought is fair and reasonable for the work
8 performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement Administrator
9 issue payment in the amount of \$12,000.00 to Plaintiff Jeffrey Cesario for his Service Payment,
10 according to the terms and methodology set forth in the Settlement Agreement.

11 9. The Court finds that the allocation of \$275,000.00 toward penalties under the
12 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and
13 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
14 Payment as follows: the amount of \$206,250.00 to the California Labor and Workforce
15 Development Agency, and the amount of \$68,750.00 to be included in the Net Settlement
16 Consideration for distribution to Settlement Class Members, according to the terms and
17 methodology set forth in the Settlement Agreement.

18 10. The Court finds that the request for attorneys’ fees in the amount of \$1,260,000.00
19 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award
20 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
21 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
22 amount of \$1,260,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
23 methodology set forth in the Settlement Agreement.

24 11. The Court finds that reimbursement of litigation costs and expenses in the amount
25 of \$23,890.55 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
26 Settlement Administrator issue payment in the amount of \$23,890.55 to Class Counsel for
27 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
28 forth in the Settlement Agreement.

1 12. The Court hereby enters Judgment by which Settlement Class Members shall be
2 conclusively determined to have given a release of any and all Released Claims against the
3 Released Parties, as set forth in the Settlement Agreement and Notice.

4 13. It is hereby ordered that Defendant shall deposit the Maximum Settlement
5 Consideration into an account established by the Settlement Administrator no later than thirty (30)
6 calendar days following the Effective Date, in accordance with the terms and methodology set
7 forth in the Settlement Agreement.

8 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
9 Settlement Payments to the Settlement Class Members no later than forty-five (45) calendar days
10 following the Effective Date, according to the methodology and terms set forth in the Settlement
11 Agreement.

12 15. After entry of this Final Approval Order and Judgment, pursuant to California Rules
13 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
14 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
15 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
16 any dispute arising from or in connection with the distribution of settlement benefits.

17 16. Notice of entry of this Final Approval Order and Judgment shall be given to the
18 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix Class
19 Action Administration Solutions' website for a period of at least sixty (60) calendar days after the
20 date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

21
22 Dated: _____

HONORABLE KIRK H. NAKAMURA
JUDGE OF THE SUPERIOR COURT