

FILED
KERN COUNTY SUPERIOR COURT
12/04/2020

BY Delgado, Erika
DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

SOVANN TOUCH, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

PRESIDIO COMPONENTS, INC., a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No. BCV-20-101005-DRL

Honorable David R. Lampe
Department 11

~~PROPOSED~~ ORDER AND FINAL
JUDGMENT GRANTING MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT

Hearing Date: November 20, 2020
Hearing Time: 8:30 a.m.
Hearing Place: Department 11

Complaint Filed: April 17, 2020
Jury Trial: None Set

1 Plaintiff Sovann Touch’s (“Plaintiff”) Motion for final approval of the Settlement
2 Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”), which was preliminarily
3 granted by the Court on July 21, 2010, came for hearing on November 20, 2020.

4 WHEREAS, Plaintiff and Defendant Presidio Components, Inc. (“Defendant” or
5 “Presidio”) entered into a Settlement Agreement on or about July 21, 2020 to settle this class
6 action lawsuit;

7 WHEREAS, the Court entered an Order dated July 21, 2020 preliminarily approving the
8 settlement of this class action lawsuit (“Preliminary Approval Order”), consistent with the
9 California Code of Civil Procedure § 382 and California Rule of Court 3.769, ordering Notice of
10 Pendency of Class Action and Proposed Settlement (“Class Notice”) to be sent to Class
11 Members, scheduling a Settlement Fairness Hearing for November 20, 2020, and providing
12 Class Members with an opportunity to object to the Settlement Agreement or exclude themselves
13 from the Class; and

14 WHEREAS, the Court held a Settlement Fairness Hearing on November 20, 2020 to
15 determine whether to give final approval to the Settlement Agreement of this class action.

16 NOW, THEREFORE, based on the submissions of the Parties, upon reviewing all prior
17 proceedings, and on the evidence adduced at the Final Hearing, it is hereby ORDERED,
18 ADJUDGED, AND DECREED as follows:

19 1. Incorporation of Other Documents. This Order (“Final Approval Order”) and
20 final judgment (“Final Judgment”) incorporates the Settlement Agreement. Unless otherwise
21 provided herein, all capitalized terms in this Final Approval Order shall have the same meaning
22 as set forth in the Settlement Agreement.

23 2. Jurisdiction. Because adequate notice has been disseminated, and all Class
24 Members have been given the opportunity to request exclusion from the Class, the Court has
25 personal jurisdiction with respect to the claims of all Class Members who have not submitted a
26 valid and timely Request Not to Participate in Settlement (“Participating Class Members”). The
27 Court has subject matter jurisdiction over the Action, including jurisdiction to approve the
28 Settlement Agreement, grant final certification of the Class, and enter judgment.

1 3. Final Class Certification. The Court finds that the Class satisfies all applicable
2 requirements of California Code of Civil Procedure § 382, California Rule of Court 3.769, and
3 due process. Accordingly, the Court certifies, for settlement purposes only, a class consisting of
4 two hundred thirty-seven (237) hourly-paid and/or non-exempt employees who have worked for
5 Defendant in the State of California at any time between March 25, 2016 through June 30, 2020.

6 4. Adequacy of Representation. As Class Counsel, Douglas Han, Shunt Tatavos-
7 Gharajeh, and Phillip Song of the Justice Law Corporation have fully and adequately represented
8 the Class for purposes of entering into and implementing the Settlement Agreement and have
9 satisfied the requirements of California Code of Civil Procedure § 382.

10 5. Class Notice. The Court finds that the Class Notice and its distribution to Class
11 Members have been implemented pursuant to the Settlement Agreement and this Court's
12 Preliminary Approval Order and that they:

13 a. constitute the best practicable notice to Class Members under the
14 circumstances of the Action;

15 b. constitute notice that was reasonably calculated, under the circumstances,
16 to apprise Class Members of: (i) the pendency of the Action; (ii) the material terms and
17 provisions of the Settlement Agreement and their rights under the Settlement Agreement; (iii)
18 their right to object to any aspect of the proposed Settlement Agreement (including final
19 certification of the Class, the fairness, reasonableness and adequacy of the Settlement
20 Agreement, the adequacy of the Class's representation by Plaintiff and Class Counsel, and/or the
21 award of the Class Representative Payment, and Class Counsel Fees and Costs Payment); (iv)
22 their right to exclude themselves from the Class and the Settlement Agreement; (v) their right to
23 claims a Settlement Share; (vi) their right to appear at the Settlement Fairness Hearing; and (vii)
24 the binding effect of the orders and judgment in the Action, whether favorable or unfavorable, on
25 all Participating Class Members;

26 c. constitute notice that was reasonable, adequate, and sufficient to all Class
27 Members; and

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1 d. constitute notice that fully satisfied the requirements of California Code of
2 Civil Procedure § 382, California Rule of Court 3.769, and due process.

3 6. Final Settlement Approval. The terms and provisions of the Settlement
4 Agreement have been entered into in good faith and are the product of arm's-length negotiations
5 by experienced counsel who have done a meaningful investigation of the claims in the dispute.
6 The Settlement Agreement and all of its terms and provisions are fully and finally approved as
7 fair, reasonable, adequate, and in the best interests of the Parties. The Parties are hereby directed
8 to implement the Settlement Agreement according to its terms and provisions.

9 7. Binding Effect. The terms and provisions of the Settlement Agreement and this
10 Final Approval Order and Final Judgment are binding on the Participating Class Members, as
11 well as their heirs, executors and administrators, successors, and assigns, and those terms shall
12 have res judicata and other preclusive effect in all pending and future claims, lawsuits or other
13 proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits,
14 or other proceedings involve matters that were or could have been raised in the Action as set
15 forth in the Settlement Agreement.

16 8. Releases. Plaintiff shall be bound by his release of his claims as provided in the
17 Settlement Agreement. The Participating Class Members shall be bound by the release of their
18 Release of Claims as provided in the Settlement Agreement, regardless of whether such persons
19 received any compensation under the Settlement Agreement. The release of the Participating
20 Class Members' Release of Claims is effective on the Effective Date. The Court expressly
21 adopts all defined terms in the Settlement Agreement and the release of Participating Class
22 Members' Release of Claims, including without limitation, the following definition that is set
23 forth at Section III, paragraph F of the Settlement Agreement.

24 9. Enforcement of Settlement. Nothing in this Final Approval Order shall preclude
25 any action to enforce the terms and provisions of the Settlement Agreement.

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1 10. Class Representative Payment. The Court finds that a payment in the amount of
2 \$10,000, to be paid to Plaintiff out of the Gross Settlement Amount to compensate him for
3 initiating the Action, performing work in support of the Action, and undertaking the risk of
4 liability for attorneys' fees and expenses in the event he is unsuccessful in the prosecution of the
5 Action, to be reasonable and appropriate ("Class Representative Payment"). The Class
6 Representative Payment is to be paid pursuant to the terms and provisions set forth in the
7 Settlement Agreement.

8 11. Class Counsel's Fees and Costs Payment. The Court finds an award of Class
9 Counsel Fees Payment of \$532,000, to be paid out of the Gross Settlement Amount to Class
10 Counsel, to be reasonable and appropriate. The Court further finds that an award of Class
11 Counsel Costs Payment in the amount of \$5,311.40 to be paid to Class Counsel out of the Gross
12 Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid
13 pursuant to the terms and provisions set forth in the Settlement Agreement. The Settlement
14 Administrator may purchase an annuity or utilize U.S. treasuries and bonds or other attorney fee
15 deferral vehicles for Class Counsel. Defendant shall not be required to pay for any other
16 attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other
17 counsel representing the Plaintiff or Class Members, or incurred by the Plaintiff or Class
18 Members, in connection with or related in any manner to the Action, this Settlement Agreement,
19 the administration of the Settlement Agreement, and/or the Participating Class Members'
20 Settlement Shares.

21 12. Settlement Administrator Payment. The Court finds that Settlement
22 Administrator Payment in the amount \$7,750, to be paid to the Settlement Administrator out of
23 the Gross Settlement Amount, to be reasonable and appropriate. The Settlement Administrator
24 Payment is to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

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1 13. PAGA Payment. The Court finds that the Private Attorney General Act
2 (“PAGA”) Payment of \$25,000, of which \$18,750 is to be paid to the California Labor &
3 Workforce Development Agency (“LWDA”) out of the Gross Settlement Amount and \$6,250 is
4 to be included in the Settlement Fund to be distributed to the Participating Class Members, to be
5 reasonable and appropriate. The PAGA Payment is to be paid pursuant to the terms and
6 provisions set forth in the Settlement Agreement.

7 14. Modification of Settlement Agreement. The Participating Class Members are
8 hereby authorized, upon approval of the Court, to agree to and adopt amendments to or
9 modifications of the Settlement Agreement, by a written instrument signed by counsel for all
10 Parties or their successors. Such amendments or modifications shall be consistent with this
11 Final Approval Order and Final Judgment and cannot limit the rights of Participating Class
12 Members under the Settlement Agreement.

13 15. Retention of Jurisdiction. The Court has jurisdiction to enter this Final Approval
14 Order. This Court expressly retains jurisdiction for the administration, interpretation,
15 effectuation, and/or enforcement of the Settlement Agreement and of this Final Approval Order,
16 and for any other necessary purpose, including, without limitation:

17 a. enforcing the terms and provisions of the Settlement Agreement and
18 resolving any disputes, claims, or causes of action in the Action that, in whole or in part, are
19 related to or arise out of the Settlement Agreement or this Final Approval Order and Final
20 Judgment;

21 b. entering such additional orders as may be necessary or appropriate to
22 protect or effectuate this Final Approval Order and Final Judgment approving the Settlement
23 Agreement, and permanently enjoining Plaintiff from initiating or pursuing related proceedings,
24 or to ensure the fair and orderly administration of this settlement; and

25 c. entering any other necessary or appropriate orders to protect and effectuate
26 this Court’s retention of continuing jurisdiction.

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1 16. Uncashed Checks. A Participating Class Member must cash his or her Settlement
2 Share check within one hundred eighty (180) days after it is mailed to him or her. If any
3 Settlement Share checks are not cashed within one hundred eighty (180) days after mailing, the
4 remaining residual shall thereafter be paid to the non-profit organization Access Youth Academy
5 in San Diego, California.

6 17. No Admissions. Neither the Settlement Agreement, this Final Approval Order,
7 the Final Judgment, nor any document, statement, proceeding, or conduct related to this
8 Settlement Agreement, is, may be construed as, or may be used as an admission or concession by
9 or against any of the Released Parties with respect to any claim of fault, wrongdoing, liability, or
10 omission. In particular, neither this Settlement Agreement, nor any document, statement,
11 proceeding, or conduct related to this Settlement Agreement, including the Final Approval Order
12 and Final Judgment, may be:

13 a. construed as, offered or admitted in evidence for any purpose adverse to
14 Defendant or any of the Released Parties, including but not limited to evidence of a presumption,
15 concession, indication or admission by any of the Released Parties of any liability, fault,
16 wrongdoing, omission, concession or damage; or

17 b. disclosed, referred to or offered in evidence in any civil, criminal or
18 administrative action or proceeding, except for purposes of effectuating the Settlement
19 Agreement pursuant to this Settlement Agreement.

20 However, the Settlement Agreement may be filed by any of the Released Parties in an
21 action to support a defense of res judicata, collateral estoppel, release, waiver, good faith
22 settlement, judgment bar or reduction, full faith and credit, or any other theory of claim
23 preclusion, issue preclusion, or similar defense or counterclaim.

24
25 DATE: _____

Signed: 12/4/2020 03:04 PM



HONORABLE DAVID R. LAMPE
JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is arivera@justicelawcorp.com.

On December 7, 2020, I served the foregoing document described as

FINAL APPROVAL ORDER

for the following case: **Touch v. Presidio Components, Inc.**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-780310-20**
Court Case No.: BCV-20-101005
Kern County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 7, 2020, at Pasadena, California.



Allana Rivera