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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

JULIO MAYA HERNANDEZ, individually,
on a representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

ASTRO COMPANY, INC., a California
Corporation; and DOES 1 through 20,
inclusive;

Defendant.

Case No.: CIVDS2011280
*[Assigned to Hon. Judge David Cohn, Dept.
S26, for all purposes]*

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF FINAL JUDGMENT**

Complaint filed: May 29, 2020

The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set forth in the Class Action Settlement Agreement (the “Settlement Agreement”) came for hearing in Department S26 of the above-entitled court. The Final Approval Motion was unopposed by Defendant Astro Company, Inc. Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement is approved. Due and adequate notice having been given to the Class, and the Court having considered the Settlement Agreement, all papers filed, and proceedings had herein and all oral

1 and written comments received regarding the proposed settlement, and having reviewed the
2 record in this Litigation, and good cause appearing,

3 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

4 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
5 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

6 2. The Court has jurisdiction over the subject matter over this Action, the Class
7 Representative, the Class Members, and Defendant.

8 3. The Court finds that the distribution of the Class Notice, as provided for in the
9 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
10 under the circumstances to all Class Members and fully met the requirements of California law
11 and due process under the California and United States Constitution. Based on evidence and
12 other material submitted, the actual notice to the class was adequate.

13 4. The Court finds that the instant Action presented a good faith dispute of the
14 claims alleged, and the Court finds in favor of settlement approval.

15 a. Specifically, the claims on behalf of the Class Members included: (a)
16 failure to pay minimum wages, (b) failure to pay overtime wages, (c)
17 failure to provide meal periods, (d) failure to provide rest breaks, (e)
18 failure to reimburse business expenses, (f) failure to timely pay wages
19 each period and upon separation of employment, (g) failure to provide
20 accurate itemized wage statements, (i) unfair and unlawful competition,
21 and (j) all other claims for statutory penalties and other relief based on the
22 facts or claims alleged in the Complaint (the “Released Claims”).

23 b. The claims on behalf of the Aggrieved Employees included all claims for
24 civil penalties under the Private Attorneys General Act, Labor Code §
25 2698 *et seq.*, that Plaintiff alleged against the Released Parties, on behalf
26 of Aggrieved Employees and State of California, based on the facts stated
27 in Plaintiff’s Complaint and in Plaintiff’s LWDA notice letter, including
28 all PAGA claims seeking civil penalties for (a) failure to pay minimum

wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to reimburse business expenses, (f) failure to failure to timely pay wages each period and upon separation of employment, (g) failure to provide accurate itemized wage statements, and (h) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the Complaint (the “PAGA Released Claims”).

5. There were no Objections and no Requests for Exclusion to the Settlement. As such, all Participating Class Members are entitled to payment pursuant to the Settlement and this Judgment.

6. The Court approves the Settlement, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

7. The Settling Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

8. For purposes of effectuating this Order and Judgment, this Court has certified the following class: “all current and former nonexempt employees employed by Defendant in California during the Class Period of May 29, 2016 through June 21, 2022,” as defined in the Settlement Agreement. The Court deems this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

9. With respect to the Settlement Class and for purposes of approving this Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class Members, and there is a well-defined community of interest among the Settlement Class Members with respect to the subject matter of the Action; (c) the claims of the Class Representatives are typical of the claims of the Class Members; (d) the Class

1 Representatives have fairly and adequately protected the interests of the Class Members; (e) a
2 class action is superior to other available methods for an efficient adjudication of this
3 controversy; and (f) the counsel of record for the Class Representatives, i.e., Class Counsel, are
4 qualified to serve as counsel for the Plaintiffs in their individual and representative capacity and
5 for the Settlement Class.

6 10. By this Judgment, the Class Representatives shall release, relinquish, and
7 discharge, and each of the Participating Class Members shall be deemed to have, and by
8 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
9 discharged all Released Claims, as defined herein and in the Settlement Agreement.

10 11. For purposes of effectuating this Order and Judgment, the PAGA Released
11 Claims, as defined in the Settlement Agreement, shall apply to all Aggrieved Employees which
12 consists of “all current and former nonexempt employees employed by Defendant in California
13 during the PAGA Period of May 29, 2019 through June 21, 2022.”

14 12. Neither the Settlement Agreement nor the Settlement contained therein, nor any
15 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
16 or the Settlement (i) is or may be deemed to be or may be used by the Plaintiff or Participating
17 Class Members as an admission of, or evidence of, the validity of any of the Class Members’
18 Released Claims, or of any wrongdoing or liability of Defendant or any of the other Released
19 Parties; or (ii) is or may be deemed to be or may be used by Plaintiff or Participating Class
20 Members as an admission of, or evidence of, any fault or omission of Defendant or any of the
21 other Released Parties in any civil, criminal, or administrative proceeding in any court,
22 administrative agency, or other tribunal. Defendant or any of the other Released Parties may file
23 the Settlement Agreement and/or the Judgment from this Action in any other action that may be
24 brought against it or them in order to support a defense or counterclaim based on principles of
25 *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any
26 theory of claim preclusion or issue preclusion or similar defense or counterclaim.

27 13. The Gross Settlement Amount to be paid under the Settlement Agreement is
28 \$350,000. From this amount, Class Counsel sought an award of attorney’s fees of \$116,666.66,

1 litigation expenses of \$6,329.03, a Service Award of \$7,500 for the Class Representative Julio
2 Maya Hernandez, \$5,000 to the Settlement Administrator, Phoenix, \$18,750 to the LWDA for
3 PAGA penalties and \$6,250 to the Aggrieved Employees for PAGA penalties. Defendant does
4 not oppose these requests. The Court finds that the Settlement Amount is fair, reasonable and
5 adequate, and awards the payments set forth below from the Settlement Amount:

- 6 A. \$116,666.66 to Class Counsel for attorneys' fees;
- 7 B. \$6,329.03 to Class Counsel for costs/expenses;
- 8 C. \$7,500 to Julio Maya Hernandez as a Service Award;
- 9 D. \$5,000 to the Settlement Administrator, Phoenix;
- 10 E. \$18,750 to the LWDA;
- 11 F. \$6,250 to the Aggrieved Employees on a pro rata basis;
- 12 G. After deducting the foregoing payments from the Settlement Amounts, the
13 remainder shall form the Net Settlement Amount payable to the
14 Participating Class Members as set forth in the Settlement Agreement and
15 as calculated by the Settlement Administrator.

16 14. Defendant is directed to fund the Gross Settlement Amount by the later of
17 November 21, 2022 or 15 calendar days after the Effective Date. The Settlement Administrator
18 is directed to calculate the Participating Class Members' Individual Settlement Amounts from
19 the Net Settlement Amount, as well as the payments due to the Aggrieved Employees, and issue
20 all payments within 10 days of receipt of the payment in accordance with the Settlement
21 Agreement. Concurrently with mailing the settlement checks to the Class Members and
22 Aggrieved Employees, the Settlement Administrator include a Notice of Entry of Judgment to all
23 Class Members either on a postcard or as a detachable portion of the check, noting the following:
24 "Please be advised that on [date] the Superior Court of California for the County of San
25 Bernardino entered Judgment in the case entitled *Hernandez, et al. v. Astro Company, Inc., et al.*,
26 San Bernardino County Superior Court, Case No. CIVDS2011280, on behalf of all current and
27 former nonexempt employees employed by Defendant Astro Company, Inc., in California during
28 the Class Period of May 29, 2016 through June 21, 2022."

1 15. Participating Class Members shall have 180 days to negotiate the settlement
2 check from the date of issuance by the Settlement Administrator. In the event that a
3 Participating Class Member does not negotiate his/her check within this time period, the check
4 will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as
5 a result of a failure to timely cash a settlement check shall be issued to the State Controller's
6 Office in the name of the Class Member.

7 16. The following dates shall govern for purposes of this implementing this
8 Order/Judgment:

9 September 28, 2022	Final Approval is entered and the Effective Date occurs
10 November 21, 2022	Defendant is directed to fund the Gross Settlement 11 Amount and separately pay its share of the employer's 12 tax, as calculated and directed by the Settlement Administrator.
13 December 1, 2022	Settlement Administrator to issue checks to Participating 14 Class Members, Class Representative, Class Counsel, Aggrieved Employees and LWDA.
15 May 30, 2023	Deadline for Class Members and Aggrieved Employees to cash settlement checks.
16 June 30, 2023	Deadline to file Declaration by Settlement Administrator 17 describing: (i) the date the checks were mailed, (ii) the 18 total number of checks mailed to class members, (iii) the number of checks that were uncashed, (iv) the total value of those uncashed checks, and (v) the anticipated date payment will issued to the State Controller.

19
20 17. This document shall constitute a Judgment for purposes of California Rule of
21 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
22 Class Representative, the Class Members, Aggrieved Employees, and Defendant for the purposes
23 of supervising the implementation, enforcement, construction, administration, and interpretation
24 of the Settlement Agreement and this Judgment.

25 IT IS SO ORDERED.

26
27 Dated: _____

28 Hon. David Cohn