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

ROSALBA RAMIREZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

MOLDED DEVICES, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. RIC2001161

*[Assigned to the Honorable Craig G.
Riemer in Dept. 1]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL JUDGMENT**

Date: February 15, 2022
Time: 8:30 a.m.
Dept.: 1

Complaint Filed: March 11, 2020
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on February 15, 2022 at 8:30
2 a.m., pursuant to California Rule of Court 3.769 and this Court's October 8, 2021 Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Amended Stipulation of Settlement ("Settlement") and the documents and
5 evidence presented in support thereof, and recognizing the sharply disputed factual and legal
6 issues involved in this case, the risks of further prosecution and the substantial benefits to be
7 received by the Class pursuant to the Settlement, the Court hereby makes a final ruling that the
8 proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-
9 length negotiations between the parties.

10 The Amended Stipulation of Settlement ("Settlement") is attached as Exhibit 2 to the
11 document Supplemental Declaration of Elizabeth Nguyen in Support of Plaintiff's Supplemental
12 Brief ISO Motion for Preliminary Approval of Class Action Settlement Filed Concurrently With
13 Plaintiff's Supplemental Brief In Support of Motion for Preliminary Approval of Class Action
14 Settlement" filed on August 18, 2021. Unless otherwise indicated, all terms used in this Order
15 shall have the same meaning as that assigned to them in the Settlement.

16 Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final
17 Approval of Class Action Settlement and ORDERS as follows:

18 1. The conditional class certification contained in the Preliminary Approval Order is
19 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
20 Class consisting of:

21 All current and former hourly employees of Defendant Molded Devices who
22 worked in California at some time between March 11, 2016 and February 13,
23 2021.

24 2. Plaintiff Rosalba Ramirez is hereby confirmed as Class Representative, and Scott
25 M. Lidman, Elizabeth Nguyen and Milan Moore of Lidman Law, APC, and Paul Haines of Haines
26 Law Group, APC are hereby confirmed as Class Counsel.

27 3. Notice was provided to the Settlement Class as set forth in the Settlement, which
28 was preliminarily approved by the Court on October 8, 2021, and the notice process has been
completed in conformity with the Court's Order. The Court finds that said notice was the best

1 notice practicable under the circumstances. The Class Notice provided due and adequate notice
2 of the proceedings and matters set forth therein, informed Class Members of their rights, and fully
3 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of
4 Court 3.769, and due process.

5 4. The Court finds that no Class Member objected to the Settlement, that no
6 Settlement Class member has opted-out of the Settlement, and that the 100% participation rate in
7 the Settlement supports final approval.

8 5. The Court hereby approves the settlement as set forth in the Settlement Agreement
9 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
10 according to its terms.

11 6. For purposes of settlement only, the Court finds that (a) the members of the
12 Settlement Class are ascertainable and so numerous that joinder of all members individually is
13 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is
14 a well-defined community of interest among members of the Settlement Class with respect to the
15 subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims
16 of the members of the Settlement Class; (d) the Class Representative has fairly and adequately
17 protected the interests of the Settlement Class members; (e) a class action is superior to other
18 available methods for an efficient adjudication of this controversy; and (f) Class Counsel are
19 qualified to serve as counsel for the Class Representative and the Settlement Class.

20 7. The Court finds that given the absence of objections to the Settlement, and
21 objections being a prerequisite to appeal, that this Order shall be considered final as of the date
22 of notice of entry.

23 8. The Court orders that the Gross Settlement Amount in the amount of Three
24 Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00) shall be deposited with the
25 Settlement Administrator, Phoenix Settlement Administrators (“Phoenix”), as provided for in the
26 Settlement.

27 9. Any Settlement funds that remain uncashed after 180 calendar days after they are
28 mailed shall be delivered to the California State Controller’s Office – Unclaimed Property Fund

1 in the name of the Settlement Class member.

2 10. The Court finds that the formula for individual settlement amounts, as provided
3 for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator
4 to distribute the individual settlement amounts in conformity with the terms of the Settlement.
5 The Court further orders that any envelope transmitting a settlement distribution to a Settlement
6 Class member shall bear the notation, “YOUR CLASS ACTION SETTLEMENT CHECK IS
7 ENCLOSED.” The Court further orders that the Settlement Administrator shall mail a reminder
8 postcard to any Settlement Class member whose settlement check has not been negotiated within
9 sixty (60) days after the initial date of mailing. The Court further orders that if any of the
10 Settlement Class members are Defendant’s current employees and the settlement check mailed to
11 those current employees is returned to the Settlement Administrator as being undeliverable, and
12 the Settlement Administrator is unable to locate a valid mailing address, the Settlement
13 Administrator shall arrange with Defendant to have those individual settlement checks Se
14 delivered to the employees at their place of employment.

15 11. The Court finds that a service award in the amount of \$5,000.00 for Plaintiff
16 Rosalba Ramirez is appropriate for her risks undertaken and service to the Settlement Class. The
17 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
18 Administrator make this payment in conformity with the terms of the Settlement.

19 12. The Court finds that the attorneys’ fees in the amount of \$116,666.66 and verified
20 litigation costs of \$18,416.49 for Class Counsel, are fair, reasonable, and adequate, and orders the
21 Settlement Administrator to distribute as follows this award as follows: total costs in the amount
22 of \$18,416.49 shall be payable to Haines Law Group, APC; fees in the amount of \$70,000.00
23 shall be payable to Haines Law Group, APC, and fees in the amount of \$46,666.66 shall be
24 payable to Lidman Law, APC.

25 13. The Court finds that the payment to the California Labor & Workforce
26 Development Agency (“LWDA”) in the amount of \$22,500.00 for its share of the settlement of
27 Plaintiff’s representative action under the California Labor Code Private Attorneys General Act
28

1 (“PAGA”) is fair, reasonable, and adequate, and orders the Claims Administrator to distribute
2 this payment to the LWDA in conformity with the terms of the Settlement.

3 14. The Court orders that the Settlement Administrator shall be paid \$3,995.00 from
4 the Gross Settlement Amount for all of its work done and to be done until the completion of this
5 matter, and finds that sum appropriate.

6 15. Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for
7 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant
8 separately, and in addition to, the Gross Settlement Amount. The employer’s share of payroll
9 taxes are estimated to be \$7,834.37.

10 16. The Court finds and determines that upon satisfaction of all obligations under the
11 Settlement and this Order, all Settlement Class members, will be bound by the Settlement and
12 will have released the Released Claims as set forth in the Settlement.

13 17. The Settlement is not an admission by Defendant, nor is this Order and Final
14 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither
15 this Order and Final Judgment, the Settlement, nor any document referred to herein, nor any action
16 taken to carry out the Settlement, shall be construed or deemed an admission of liability,
17 culpability, or wrongdoing on the part of Defendant.

18 18. As of the date of this Order, Plaintiff and every member of the Settlement Class,
19 shall be deemed to fully, forever and completely release and discharge Defendant, and all of its
20 past and present officers, directors, employees, and agents, (collectively the “Released Parties”),
21 from release all wage and hour claims for any and all violations of California’s Labor Code and
22 Unfair Competition Law based on the factual allegations alleged in the operative complaint with
23 respect the following claims: Defendant’s failure to pay for all hours worked (including minimum
24 wages, hourly rate wages, and overtime wages), failure to provide meal periods, failure to
25 authorize and permit rest periods, failure to timely pay all wages due at the time of termination,
26 failure to furnish accurate, itemized wage statements, failure to maintain accurate payroll records,
27 failure to timely pay wages during employment, civil penalties under California’s Private
28 Attorneys General Act of 2004 (“PAGA”) based on the alleged Labor Code violations, and all

1 damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said
2 causes of action under California law, to the extent permissible, including but not limited to the
3 California Labor Code and the applicable Wage Orders (collectively, the "Released Claims").
4 Except for the claim under the PAGA, the time period of the Settlement Class Members' Release
5 shall be the same time period as the Class Period.

6 Plaintiff and all Settlement Class Members who were employed by Defendant in
7 California at any time from March 11, 2019 through February 13, 2021 ("PAGA Period"), did
8 not have the opportunity to opt out or object to the PAGA Amount, and/or release of PAGA
9 claims.

10 19. In light of the Class Representative Service Award, Plaintiff agrees to release, in
11 addition to the Released Claims described above, all claims, whether known or unknown, under
12 federal law or state law against the Released Parties. Notwithstanding the foregoing, Plaintiff
13 understands that this release includes unknown claims, which includes waiving all rights and
14 benefits afforded by Section 1542 of the California Civil Code, which provides:

15 **A general release does not extend to claims which the creditor or releasing party does**
16 **not know or suspect to exist in his or her favor at the time of executing the release**
17 **and that, if known by him or her, would have materially affected his or her**
18 **settlement with the debtor or released party.**

19 20. The releases identified herein shall be effective upon Defendant fully funding the
20 Gross Settlement Amount.

21 21. This document shall constitute a final judgment pursuant to California Rule of
22 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final
23 approval hearing, the court must make and enter judgment. The judgment must include a
24 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
25 judgment. The court may not enter an order dismissing the action at the same time as, or after,
26 entry of judgment." Pursuant to section 664.6 of the California Code of Civil Procedure, the
27 Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this
28 Judgment.

1 22. The Settlement Class members were provided notice that the Final Judgment
2 would be posted on this website in the Notice of Pendency of Class Action and Proposed
3 Settlement mailed to Settlement Class members. A copy of the Final Judgment entered by the
4 Court shall be posted by the Settlement Administrator on the Settlement Administrator's website
5 at: (<http://www.phoenixclassaction.com/judgments/>).

6 23. The Settlement Administrator shall file a declaration regarding the disbursement
7 of Settlement funds on or before October 31, 2022 and the date for the Final Report
8 (Nonappearance) Hearing shall be set for November 7, 2022.

9 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

10 Dated: _____, 2022

Honorable Craig G. Riemer
Judge of the Superior Court