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8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA
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11 JOSE DIAZ, individually, and as a
12 representative of other aggrieved
13 employees,

Plaintiff,

14 v.

15 SOLAR TURBINES, INC., a
16 Corporation; and DOES 1 through 250,
17 inclusive,

18 Defendants.

Case No.: 3:20-cv-01156-WQH-KSC

JUDGMENT

19 **JUDGMENT**

20 On August 8, 2022, the Court ruled on Plaintiffs' unopposed Motion in Support of
21 Final Approval of Class Action Settlement ("Motion"). The Court considered the Motion
22 papers, and GOOD CAUSE appearing, IT ORDERED that the Motion be GRANTED (the
23 "Order") as follows:

- 24 1. The Court approves the Settlement memorialized in the Joint Stipulation of Class
25 and Representative Action Settlement ("Settlement Agreement") and the Notice of
26 Class Action Settlement.
- 27 2. The Court certifies the following Settlement Class for settlement purposes only
28 pursuant to Rule 23 of the Federal Rule of Civil Procedure:

1 “All individuals who worked for Defendant in California as a non-exempt employee
2 at any time during the period from April 30, 2016 through preliminary approval
3 (February 3, 2022).”

- 4 3. The Court finds, solely for purposes of the Settlement, that: (a) the Settlement Class
5 is so numerous that joinder of all Settlement Class Members is impracticable; (b)
6 there are questions of law and fact common to the Settlement Class that predominate
7 over any individual questions; (c) the claims of the Named Plaintiffs are typical of
8 the claims of the Settlement Class; (d) Named Plaintiffs and Class Counsel will fairly
9 and adequately represent and protect the interests of the Settlement Class; and (e) a
10 class action is superior to all other available methods for the fair and efficient
11 adjudication of the controversy. The Court further finds that the Settlement is fair,
12 reasonable, and adequate. All capitalized terms used in this Order shall have the
13 same defined meanings as set forth in the Joint Stipulation of Class Action
14 Settlement and Release, unless stated otherwise.
- 15 4. The Court finds that there were four (4) opt outs from the settlement: Ronald
16 Stachewicz, Weston Acosta, Ketsada Narong and Jannromeo Zaragoza. The court
17 further finds that there were no objectors to the settlement.
- 18 5. The Court approves the Maximum Settlement Amount of \$1,800,000, for which
19 Maximum Settlement Amount is defined in the Settlement Agreement as the
20 maximum amount Defendant shall have to pay in connection with this Settlement,
21 which shall be inclusive (without limitation) of all Individual Settlement Payments
22 to Settlement Class Members and/or Aggrieved Employees, the Attorneys’ Fees and
23 Expenses, the Class Representative Service Award, Settlement Administration
24 Costs, and payment to the California Labor Workforce Development Agency
25 (“LWDA”) pursuant to the Private Attorneys General Act of 2004 (“PAGA”).
- 26 6. The Court appoints Brent S. Buchsbaum and Laurel Haag of the Law Offices of
27 Buchsbaum & Haag, LLP, as Class Counsel.
- 28 7. The Court appoints Jose Diaz as Class Representative.

1 8. The Court appoints Simpluris, Inc. as the Claims Administrator.

2 9. The Court approves Class Counsel's request for Attorney's Fees in the amount of
3 \$450,000 and Costs in the amount of \$13,953.

4 10. The Court approves Class Counsel's request for the Enhancement Award to
5 representative Jose Diaz in the amount of \$10,000.

6 11. The Court approves the Claims Administration Fee to be paid to Simpluris in the
7 amount of \$21,359.

8 12. The Court approves the PAGA Payment of \$20,000, with \$15,000 to be paid to the
9 Labor and Workforce Development Agency and the remainder to the Class as set
10 forth in the Joint Stipulation.

11 13. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court shall reserve
12 exclusive and continuing jurisdiction over this action, Plaintiff, Settlement Class
13 Members, PAGA Releasees, and Defendant, for the purposes of:

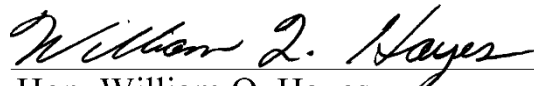
14 (a) enforcing the terms of the Settlement Agreement;

15 (b) supervising the implementation, construction, and interpretation of the
16 Settlement Agreement, the Preliminary Approval Order, the plan of
17 allocation, the Final Approval Order; and

18 (c) supervising distribution of amounts paid under this Settlement Agreement.
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20 The Court HEREBY ENTERS JUDGMENT consistent with the Settlement
21 Agreement (ECF No. 36-3) and the Order (ECF No. 43).
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23 Dated: September 1, 2022

24 
25 Hon. William Q. Hayes
26 United States District Court
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