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FILED
ALAMEDA COUNTY

OCT 27 2023

CLERK OF THE SUPERIOR COURT

By

Nicole Haddad

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

SAUL ANDRADE, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

MACH 1 GLOBAL SERVICES, INC., an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: RG20069104
[consolidated with RG21108078]

Honorable Evelio Grillo
Department 21

CLASS ACTION

**~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Reservation ID: 399878076048

Date: October 27, 2023
Time: 9:00 a.m.
Department: 21

Complaint Filed: July 28, 2020
June 25, 2021

Trial Date: None Set

SAUL ANDRADE, individually, and on behalf
of other members of the general public similarly
situated;

Plaintiff,

vs.

MACH 1 GLOBAL SERVICES, INC., an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

~~PROPOSED~~ FINAL APPROVAL ORDER AND JUDGMENT

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1 This matter has come before the Honorable Evelio Grillo in Department 21 of the above-
2 entitled Court, located at Rene C. Davidson, 1225 Fallon Street, Oakland, California 94612, on
3 Plaintiff Saul Andrade's ("Plaintiff") Motion for Final Approval of Class Action Settlement,
4 Attorneys' Fees and Costs, and Class Representative Service Award ("Motion for Final
5 Approval"). Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and Seyfarth Shaw LLP
6 appeared on behalf of Defendant Mach 1 Global Services, Inc. ("Defendant").

7 On March 23, 2023, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
9 of the above-entitled action ("Action") in accordance with the First Amended Class and
10 Representative Action Settlement Agreement and Release of Claims ("Settlement," "Agreement,"
11 or "Settlement Agreement"), which, together with the exhibits annexed thereto, set forth the terms
12 and conditions for settlement of the Action.

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

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

16 1. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
18 Settlement Agreement.

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 a) All current and former hourly-paid or non-exempt employees who worked
27 for Defendant within the State of California at any time during the Class
28 Period ("Class" or "Class Members").

1 4. The Notice of Class Action Settlement ("Class Notice") that was provided to the
2 Class Members, fully and accurately informed the Class Members of all material elements of the
3 Settlement and of their opportunity to participate in the Settlement, object to or comment to the
4 Class Settlement, or to seek exclusion from the Class Settlement; was the best notice practicable
5 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied
6 fully with the laws of the State of California, the United States Constitution, due process and other
7 applicable law. The Class Notice fairly and adequately described the Settlement and provided the
8 Class Members with adequate 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 the Class Settlement submitted by Class Members. Accordingly, the
20 Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement
21 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 Class Settlement. Accordingly, the Court determines that all Class Members who have not
26 submitted a timely and valid Request for Exclusion ("Settlement Class Members") are bound by
27 the Class Settlement and by this order and judgment ("Final Approval Order and Judgment"), and
28 the State of California and all current and former hourly-paid or non-exempt employees who

1 worked for Defendant within the State of California at any time during the PAGA Period ("PAGA
2 Aggrieved Employee Group") are bound by the PAGA Settlement incorporated in the Settlement
3 Agreement and this Final Approval Order and Judgment.

4 7. The Court finds that allocation of \$36,000.00 toward penalties under the California
5 Private Attorneys General Act of 2004 ("PAGA Allocation"), is fair, reasonable, and appropriate,
6 and hereby approved. The Settlement Administrator shall distribute the PAGA Allocation as
7 follows: the amount of \$27,000.00 to the California Labor and Workforce Development Agency,
8 and the amount of \$9,000.00 to the members of the PAGA Aggrieved Employee Group on a *pro*
9 *rata* basis (i.e., PAGA Settlement Fund), in accordance with the terms and methodology set forth
10 in the Settlement Agreement.

11 8. The Court finds that payment of Settlement Administration Costs in the amount of
12 \$7,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
13 notice and settlement administration process. It is hereby ordered that the Settlement
14 Administrator, Phoenix Class Action Administration Solutions, shall issue payment to itself in the
15 amount of \$7,000.00, in accordance with the terms and methodology set forth in Settlement
16 Agreement.

17 9. The Court finds that the Class Representative Service Award sought is fair and
18 reasonable for the work performed by Plaintiff on behalf of the Class, the State of California, and
19 the members of the PAGA Aggrieved Employee Group. It is hereby ordered that the Settlement
20 Administrator issue payment in the amount of \$5,000.00 to Plaintiff Saul Andrade for his Class
21 Representative Service Award, according to the terms and methodology set forth in the Settlement
22 Agreement.

23 10. The Court finds that the request for attorneys' fees in the amount of \$120,000.00 to
24 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
25 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
26 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
27 amount of \$120,000.0 to Class Counsel for attorneys' fees, in accordance with the terms and
28 methodology set forth in the Settlement Agreement.

1 11. The Court finds that reimbursement of litigation costs and expenses in the amount
2 of \$10,480.92 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
3 Settlement Administrator issue payment in the amount of \$10,480.92 to Class Counsel for
4 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
5 forth in the Settlement Agreement.

6 12. The Court hereby enters Judgment by which Settlement Class Members shall be
7 conclusively determined to have given a release of any and all Released Class Claims against the
8 Released Parties, and the LWDA and the State of California shall be conclusively determined to
9 have given a release of any and all Released PAGA Claims against the Released Parties, as set
10 forth in the Settlement Agreement and Class Notice.

11 13. It is hereby ordered that Defendant shall deposit the Gross Settlement Amount into
12 the Qualified Settlement Fund to be established by the Settlement Administrator within fifteen
13 (15) calendar days after the Effective Date, in accordance with the terms and methodology set forth
14 in the Settlement Agreement.

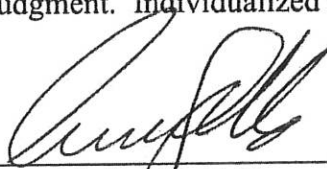
15 14. It is hereby ordered that within thirty (30) calendar days after the Effective Date,
16 the Settlement Administrator shall distribute Individual Settlement Payments to the Settlement
17 Class Members, PAGA Settlement Payments to the members of the PAGA Aggrieved Employee
18 Group, LWDA Payment to the LWDA, Class Representative Service Award to Plaintiff, and
19 Attorneys' Fees and Costs to Class Counsel, in accordance with the terms and methodology set
20 forth in the Settlement Agreement.

21 15. Individual Settlement Payment and PAGA Settlement Payment checks shall be
22 valid and negotiable for a period of one hundred and eighty (180) calendar days from the date of
23 issuance, and thereafter, the checks shall be cancelled. The funds associated with Individual
24 Settlement Payments and/or PAGA Settlement Payments that have not been cashed or deposited
25 within the 180-day period shall be transmitted to the Legal Aid at Work. Settlement Class Members
26 whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound to the
27 Class Settlement. Members of the PAGA Aggrieved Employee Group whose PAGA Settlement
28 Payments are cancelled shall, nevertheless, be bound to the PAGA Settlement.

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

6 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
7 Settlement Class Members and the members of the PAGA Aggrieved Employee Group by posting
8 a copy of the Final Approval Order and Judgment on the Settlement Administrator's website
9 within three (3) business days of receipt for a period of at least sixty (60) calendar days after the
10 date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

11
12 Dated: OCT 27 2023



Honorable Evelyn Grillo
Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp FILED Superior Court of California County of Alameda 11/02/2023 Chad Finke, Executive Officer / Clerk of the Court By: <u>Nicole Hall</u> Deputy N. Hall
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		
PLAINTIFF/PETITIONER: Saul Andrade		
DEFENDANT/RESPONDENT: Mach 1 Global Services, Inc et al		
CERTIFICATE OF MAILING		CASE NUMBER: RG20069104

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Brian T. Ashe
 Seyfarth Shaw LLP
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 San Francisco, CA 94105-

Edwin Alwazian
 Lawyers for Justice, PC
 410 West Arden Avenue
 Suite 203
 Glendale, CA 91203-

Chad Finke, Executive Officer / Clerk of the Court

Dated: 11/02/2023

By:

Nicole Hall

N. Hall, Deputy Clerk

CERTIFICATE OF MAILING