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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 04 2021

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

BOBBY MOODY, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

DURA TECHNOLOGIES, INC, a Wyoming
Corporation; HAWKEYE INDUSTRIES
INC., a Georgia Corporation; REVCHEM
COMPOSITES, INC., a California
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVDS2008887
[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 Defendants Dura Technologies, Inc., Hawkeye Industries Inc., and Revchem Composites, 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

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1 entered by all parties in good faith, and the Settlement Agreement is approved. Due and
2 adequate notice having been given to the Class, and the Court having considered the Settlement
3 Agreement, all papers filed and proceedings had herein and all oral and written comments
4 received regarding the proposed settlement, and having reviewed the record in this Litigation,
5 and good cause appearing,

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

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

9 2. The Court has jurisdiction over the subject matter over this Action, the Class
10 Representative, the Class Members, and Defendants.

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

16 4. The Court finds that the instant Action presented a good faith dispute of the
17 claims alleged, and the Court finds in favor of settlement approval. Specifically, the claims on
18 behalf of the Class Members included (a) failure to pay all minimum and overtime wages due;
19 (b) failure to provide meal periods or compensation in lieu thereof; (c) failure to provide rest
20 periods or compensation in lieu thereof; (d) failure to pay wages timely at time of termination or
21 resignation; (e) failure to provide complete, accurate wage statements; (f) unfair business
22 practices pursuant to Business and Professions Code §17200 et seq., and (g) all other civil and
23 statutory penalties, including those recoverable under the Private Attorneys General Act, Labor
24 Code § 2698 et seq.

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

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

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

7 8. For purposes of effectuating this Order and Judgment, this Court has certified the
8 following class: "All persons who, during the Class Period of May 29, 2016, through February
9 26, 2021, have previously been or currently are employed in California by Defendants, as an
10 hourly-paid, non-exempt employee," as defined in the Settlement Agreement. The Court deems
11 this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

12 9. With respect to the Settlement Class and for purposes of approving this
13 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
14 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
15 fact common to the Settlement Class Members, and there is a well-defined community of interest
16 among the Settlement Class Members with respect to the subject matter of the Action; (c) the
17 claims of the Class Representative are typical of the claims of the Class Members; (d) the Class
18 Representative has fairly and adequately protected the interests of the Class Members; (e) a class
19 action is superior to other available methods for an efficient adjudication of this controversy; and
20 (f) the counsel of record for the Class Representative, i.e., Class Counsel, are qualified to serve
21 as counsel for the Plaintiff in his individual and representative capacity and for the Settlement
22 Class.

23 10. By this Judgment, the Class Representative shall release, relinquish, and
24 discharge, and each of the Settlement Class Members shall be deemed to have, and by operation
25 of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
26 Released Claims, as defined in the Settlement Agreement.

27 11. For purposes of effectuating this Order and Judgment, the PAGA Released
28 Claims, as defined in the Settlement Agreement, shall apply to PAGA Group Members which

1 consists of "All persons who, have previously been or currently are employed in California by
2 Defendants, as an hourly-paid, non-exempt employee" for the duration of the PAGA Period of
3 May 29, 2019, through February 26, 2021.

4 12. Neither the Settlement Agreement nor the Settlement contained therein, nor any
5 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
6 or the Settlement (i) is or may be deemed to be or may be used by the plaintiff or Participating
7 Class Members as an admission of, or evidence of, the validity of any of the Class Members'
8 Released Claims, or of any wrongdoing or liability of Defendants or any of the other Released
9 Parties; or (ii) is or may be deemed to be or may be used by any of the plaintiffs or Participating
10 Class Members as an admission of, or evidence of, any fault or omission of Defendants or any of
11 the other Released Parties in any civil, criminal, or administrative proceeding in any court,
12 administrative agency, or other tribunal. Defendants or any of the other Released Parties may
13 file the Settlement Agreement and/or the Judgment from this Action in any other action that may
14 be brought against it or them in order to support a defense or counterclaim based on principles of
15 *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any
16 theory of claim preclusion or issue preclusion or similar defense or counterclaim.

17 13. The "Settlement Amount" to be paid under the Settlement Agreement is
18 \$350,000. From this amount, Class Counsel sought an award of attorney's fees of \$116,666.66,
19 litigation expenses of \$13,401.51, a Service Award of \$7,500 for Class Representative Bobby
20 Moody, \$7,000 to the Settlement Administrator, Phoenix, \$18,750 to the LWDA for PAGA
21 penalties and \$6,250 to the PAGA Group Members (Aggrieved Employees) for PAGA penalties.
22 Defendants do not oppose these requests. The Court finds that the Settlement Amount is fair,
23 reasonable and adequate, and awards the payments set forth below from the Settlement Amount:

- 24 A. \$116,666.66 to Class Counsel for attorneys' fees;
25 B. \$13,401.51 to Class Counsel for costs/expenses;
26 C. \$7,500 to Bobby Moody as a Service Award;
27 D. \$7,000 to the Settlement Administrator, Phoenix;
28 E. \$18,750 to the LWDA;

1 F. \$6,250 to the PAGA Group Members (i.e., Aggrieved Employees) on a
2 pro rata basis;

3 G. After deducting the foregoing payments from the Settlement Amounts, the
4 remainder shall form the Net Settlement Amount payable to the
5 participating Class Members as set forth in the Settlement Agreement and
6 as calculated by the Settlement Administrator.

7 14. The Settlement Administrator is directed to set up a Settlement Account within 10
8 days of the Effective Date and notify the Parties of the same. Defendants are then directed to
9 fund the Maximum Settlement Amount within 10 days thereafter, as set forth in paragraph 53 of
10 the Settlement Agreement. The Settlement Administrator is directed to calculate the
11 Participating Class Members' Settlement Shares from the Net Settlement Amount and issue all
12 payments within 10 days of receipt of the payment in accordance with the Settlement
13 Agreement. Concurrently with mailing the settlement checks to the Class Members, the
14 Settlement Administrator include a Notice of Entry of Judgment to all Class Members either on a
15 postcard or as a detachable portion of the check for the Participating Class Members, noting the
16 following: "Please be advised that on [date] the Superior Court of California for the County of
17 San Bernardino entered Judgment in the case entitled *Moody v. Dura Technologies, Inc., et al.*,
18 Case No. CIVDS2008887, on behalf of "all persons who, during the Class Period of May 29,
19 2016, through February 26, 2021, have previously been or currently are employed in California
20 by Defendants Dura Technologies, Inc., Hawkeye Industries Inc., and/or Revchem Composites,
21 Inc., as an hourly-paid, non-exempt employee."

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

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