

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Salgado vs. S.R. Bray LLC**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE****CASE NUMBER:**
30-2020-01172134-CU-OE-CXC

I certify that I am not a party to this cause. I certify that the following document(s), Order and Judgment Granting Plaintiff's Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Service Award dated 02/16/23, have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from Orange County Superior Court email address on February 17, 2023, at 3:17:40 PM PST. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

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Clerk of the Court, by:



, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

21270672

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

FEB 16 2023

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

EDWARD SALGADO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

S.R. BRAY LLC, a California limited liability
company d/b/a Power Plus!; POWER PLUS LLC,
a California limited liability company; and DOES
1 through 100,

Defendants.

Case No. 30-2020-01172134-CU-OE-CXC

[Assigned for all purposes to the Hon. Lon
F. Hurwitz, Dept. CX103]

~~AMENDED PROPOSED~~ **ORDER AND
JUDGMENT GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES
AND COSTS, AND CLASS
REPRESENTATIVE SERVICE
AWARD**

Date: February 10, 2023
Time: 1:30 p.m.
Dept.: CX103

Action Filed: May 28, 2020
Trial Date: None Set

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4. Notice (in the form attached as Exhibit 1A thru 1C to the Settlement Agreement) was provided to the Class Members as set forth in the Settlement Agreement, which was approved

1 by the Court on September 19, 2022, and the notice process has been completed in conformity
2 with the Court's Preliminary Approval Order. The Court finds that said notice constituted
3 reasonable notice under the circumstances, and constituted valid, due, and sufficient notice to all
4 Class Members. The Notice of Class Action Settlement provided due and adequate notice of the
5 proceedings and matters set forth therein, informed Class Members of their rights, and fully
6 satisfied the requirements of California Code of Civil Procedure section 382, California Rules of
7 Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

8 5. The Court finds that zero Class Members objected to the Settlement and 2
9 individuals submitted an Opt-Out Request in order to opt-out of the Settlement. As such, the Court
10 determines that Toni Schoeffler and Martin Zabel are excluded from the Settlement and the
11 Settlement Class.

12 6. The Court finds that the 99.7% participation rate supports final approval.

13 7. The Court hereby approves the Settlement as set forth in the Settlement Agreement
14 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
15 according to its terms.

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

24 9. The Court finds that given the absence of objections, and objections being a
25 prerequisite to appeal, this Order will be considered final as of the date of entry.

26 10. As of the date that this Judgment becomes final, all Class Members, except Toni
27 Schoeffler and Martin Zabel (who submitted an Opt-Out Request form), release and discharge
28 Power Plus and its present and former parent companies, subsidiaries, divisions, affiliates, joint

1 ventures, and each of their respective present and former officers, directors, shareholders, owners,
2 managers, members, agents, employees, attorneys, representatives, predecessors, successors and
3 assigns (collectively, the "Released Parties") from all claims that were pled in the Action, or
4 which could have been pled in the Action based on the factual allegations in the Action, that arose
5 during the Class Period ("Released Claims"). In addition, all Class Members (whether or not they
6 opt out) who worked for Power Plus in California at any point during the PAGA Period will
7 release the Released Parties from any and all claims under the PAGA premised on the facts and/or
8 allegations in Plaintiff's letter to the LWDA dated June 1, 2020 that arose during the PAGA
9 Period (the "PAGA Released Claims"). This release runs from April 6, 2016 through and
10 including July 31, 2021, and becomes effective upon the date this Order is signed.

11 11. The Court orders that within 30 days of this Order, Power Plus will deliver the
12 Gross Settlement Amount (\$3,750,000.00) to Simpluris (the "Settlement Administrator"), as
13 provided for in the Settlement.

14 12. The Court finds that the Individual Settlement Payments, as provided for in the
15 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
16 distribute these payments in conformity with the terms of the Settlement.

17 13. The Court finds that the payment to the State of California Labor and Workforce
18 Development Agency ("LWDA") in the amount of \$75,000.00 for its 75% share of the civil
19 penalties allocated under the PAGA is fair, reasonable, and adequate, and orders the Settlement
20 Administrator to distribute this payment in conformity with the terms of the Settlement.

21 14. The Court finds that the Class Representative's Service Award in the amount of
22 \$5,000.00 is appropriate in recognition of the risks Plaintiff undertook; for the amount of time
23 and effort spent by Plaintiff as the Class Representative; for the general release provided by
24 Plaintiff as part of the Settlement Agreement; and the service Plaintiff provided to the Class
25 Members. The Court finds that this amount is fair, reasonable, and adequate, and orders that the
26 Settlement Administrator make this payment in conformity with the terms of the Settlement.

27 15. The Court finds that attorneys' fees in the amount of \$1,250,000.00 and litigation
28 costs of \$27,469.14 for Class Counsel are fair, reasonable, and adequate, and orders that the

1 Settlement Administrator distribute these payments to Class Counsel in conformity with the terms
2 of the Settlement.

3 16. The Court orders that the Settlement Administrator be paid \$8,028.00 from the
4 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 17. The Settlement Administrator is ordered to post a copy of this Order and Judgment
7 on its website, in compliance with California Rule of Court 3.771(b).

8 18. Plaintiff is ordered to submit a copy of this Order and Judgment to the LWDA
9 within ten calendar days of the date of entry of this Order and Judgment, in compliance with
10 Labor Code Section 2699(l)(3).

11 19. The Settlement Administrator will prepare a final accounting declaration which
12 will be filed no later than October 23, 2023. A Final Accounting Hearing will be held on
13 November ~~X~~³ 2023, at 1:30 p.m., or as soon thereafter as is convenient for this Court, in
14 Department CX103 of the above-entitled Court.

15 20. Plaintiff is ordered to provide an amended judgment at the time of filing the final
16 accounting declaration so that the Court may direct the settlement administrator to disburse any
17 uncashed funds plus any interest that has accrued thereon, to Brave Global, a 501(c)(3) cy pres,
18 in conformity with Code of Civil Procedure § 384(b).

19 ///

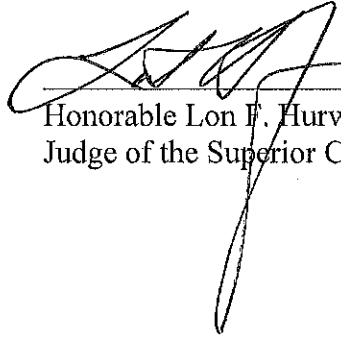
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1 21. This document will constitute a final judgment pursuant to California Rule of
2 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final
3 approval hearing, the court must make and enter judgment. The judgment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

9 **IT IS SO ORDERED.**

10 **FEB 16 2023**
11 Dated: _____, 2023



Honorable Lon F. Hurwitz
Judge of the Superior Court