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MERCED COUNTY

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CLERK OF THE SUPERIOR COURT

BY: Capital Rodriguez DEPUTY

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

ROBERT ENRIQUEZ, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

GLOBAL MODULAR, INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 20CV-03162

Assigned for All Purposes to:
Honorable Brian McCabe
Department 8

CLASS ACTION

**PROPOSED ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: June 15, 2022
Hearing Time: 8:15 a.m.
Hearing Place: Department 8

Complaint Filed: November 2, 2020
FAC Filed: December 21, 2020
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Robert Enriquez's ("Plaintiff")
2 Motion for Final Approval of Class Action Settlement, Attorney Fee Award, Cost Award, and
3 Class and PAGA Representative Enhancement Payment, and after considering the papers
4 submitted in support of the motion, including the Joint Stipulation and Settlement Agreement
5 ("Settlement Agreement," "Settlement," or "Agreement"), hereby FINDS AND ORDERS as
6 follows:

7 Plaintiff and Defendant Global Modular, Inc. ("Defendant") entered a Settlement
8 Agreement on or about January 13, 2022 to settle this class action lawsuit.

9 The Court entered an Order dated March 3, 2022 preliminarily approving the settlement
10 of this class action lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil
11 Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to Class
12 Members, scheduling a Fairness Hearing for June 15, 2022, and providing Class Members with
13 an opportunity to object to the Settlement or exclude themselves from the Class.

14 The Court held a Fairness Hearing on June 15, 2022 to determine whether to give final
15 approval to the settlement of this class action.

16 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
17 ("Order and Judgment") incorporates the Agreement. Unless otherwise provided herein, all
18 capitalized terms in this Order and Judgment shall have the same meaning as set forth in the
19 Agreement.

20 2. Jurisdiction. Because adequate notice has been disseminated, and all Class
21 Members have been given the opportunity to request exclusion from the Class, the Court has
22 personal jurisdiction with respect to the claims of all Class Members. The Court has subject
23 matter jurisdiction over this class action, including jurisdiction to approve the Settlement, grant
24 final certification of the Class, and dismiss this case.

25 3. Final Class Certification. The Court finds that the Class satisfies all applicable
26 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
27 process. Accordingly, the Court certifies a Class consisting of all persons who worked for
28 Defendant in California as an hourly-paid or non-exempt employee during the time period from

May 8, 2016 to December 1, 2021 (“Class,” “Class Members,” and “Class Period”). There are currently one hundred seventy-eight (178) Class Members who did not submit a valid and timely request to exclude themselves from the class action Settlement (“Participating Class Members”).¹

4. Adequacy of Representation. As Class Counsel, Douglas Han, Shunt Tatavos-Gharajeh, and Arsiné Grigoryan of the Justice Law Corporation have fully and adequately represented the Class for purposes of entering and implementing the Settlement and have satisfied the requirements of Code of Civil Procedure section 382.

5. Notice Packet. The Court finds that the Notice of Class and Representative Action Settlement (“Class Notice”) and the Election Not To Participate In (Opt Out From) Class Action Settlement Form (“Exclusion Form”) (collectively, known as the “Notice Packet”) and its distribution to Class Members have been implemented pursuant to the Settlement Agreement and this Court’s Preliminary Approval Order and that it:

a. constitutes notice reasonably calculated, under the circumstances, to apprise Class Members of: (i) pendency of this case; (ii) material terms and provisions of the Settlement and their rights under the Settlement; (iii) their right to object to any aspect of the proposed Settlement (including final certification of the Class, the fairness, reasonableness and adequacy of the settlement, the adequacy of the Class’s representation by Plaintiff and Class Counsel, and/or the award of Plaintiff’s Class and Private Attorneys General Act of 2004 (“PAGA”) Representative Enhancement Payment, Attorney Fee Award, and Cost Award); (iv) their right to exclude themselves from the Class and the Settlement; (v) their right to claim an Individual Settlement Share; (vi) their right to appear at the Settlement Fairness Hearing; and (vii) binding effect of the orders and judgment in this case, whether favorable or unfavorable, on all Participating Class Members;

b. constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due process;

¹ The Settlement Administrator mailed one hundred eighty (180) Notice Packets and received two (2) requests for exclusion. Thus, there are one hundred seventy-eight (178) Participating Class Members.

1 c. constitutes the best practicable notice to Class Members under the
2 circumstances of this case; and

3 d. constitutes notice reasonable, adequate, and sufficient to all Class
4 Members.

5 6. Final Settlement Approval. The terms and provisions of the Settlement
6 Agreement have been entered in good faith and are the product of arms'-length negotiations by
7 experienced counsel who have done a meaningful investigation of the claims in the dispute. The
8 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
9 reasonable, adequate, and in the best interests of the Parties. The Parties are hereby directed to
10 implement the Settlement Agreement according to its terms and provisions.

11 7. Binding Effect. The terms and provisions of the Settlement Agreement and this
12 Order and Judgment are binding on the Participating Class Members, as well as their heirs,
13 executors and administrators, successors, and assigns, and those terms shall have res judicata and
14 other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained
15 by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings
16 involve matters that were or could have been raised in this case and are encompassed by the
17 release of the Participating Class Members' Released Claims as set forth in the Settlement
18 Agreement. The Settlement Agreement will have no binding effect upon, and provide no res
19 judicata preclusion to, those Class Members who have submitted requests for exclusion.

20 8. Released Claims. Upon Defendant's fulfillment of its payment obligations under
21 section III (H)(8)(a) of the Agreement, in exchange for the consideration set forth in the
22 Agreement, Plaintiff and the Participating Class Members release the Released Parties from the
23 Released Claims arising during the Class Period.

24 a. PAGA Released Claims. Upon Defendant's fulfillment of its payment obligations
25 under section III (H)(8)(a) of the Agreement, the California Labor and Workforce
26 Development Agency ("LWDA") and each Eligible Aggrieved Employee,
27 including Plaintiff, individually and on behalf of his heirs, executors,
28 administrators, representatives, attorneys, successors and assigns voluntarily and

1 knowingly is barred from bringing any action for the PAGA Released Claims
2 during the PAGA Period. The release of the PAGA Released Claims is effective,
3 regardless of whether the Eligible Aggrieved Employee submits a timely and
4 valid request for exclusion.

5 b. Plaintiff's Release of Claims and General Release. Upon Defendant's fulfillment
6 of its payment obligations under section III (H)(8)(a) of the Agreement, and in
7 exchange for the Class and PAGA Representative Enhancement Payment to the
8 Plaintiff of \$10,000, in recognition of his work and efforts in obtaining the
9 benefits for the Class and the aggrieved employees, and undertaking the risk for
10 the payment of costs in the event this matter had not successfully resolved,
11 Plaintiff provides a general release of claims for himself and his spouse, heirs,
12 successors and assigns. Plaintiff's Release of Claims also includes a waiver of
13 California Civil Code section 1542.

14 c. Released Parties. The Released Parties include Defendant and its past or present
15 officers, directors, shareholders, employees, agents, principals, heirs,
16 representatives, accountants, auditors, consultants, insurers and reinsurers, and
17 their respective successors and predecessors in interest, subsidiaries, affiliates,
18 parents, holding companies, attorneys, and any entities that may be considered
19 joint employers.

20 9. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
21 any action to enforce the terms and provisions of the Settlement Agreement.

22 10. Class and PAGA Representative Enhancement Payment. The Court finds the
23 Class and PAGA Representative Enhancement Payment of \$10,000, to be paid by Defendant to
24 Plaintiff out of the Maximum Settlement Amount, to be reasonable and appropriate. The Class
25 and PAGA Representative Enhancement Payment is to be paid pursuant to the terms and
26 provisions set forth in the Agreement.

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1 a. The rationale for making an enhancement payment is that the class representative
2 should be compensated for the expense and risk he has incurred in conferring a
3 benefit on other class members. Such an enhancement payment is appropriate if it
4 is necessary to induce individuals to participate in the suit. Criteria courts may
5 consider include: (1) the risk to the class representative in commencing suit, both
6 financial and otherwise; (2) the notoriety and personal difficulties encountered by
7 the class representative; (3) the amount of time and effort spent by the class
8 representative; (4) the duration of the litigation; and (5) personal benefit (or lack
9 thereof) enjoyed by class representative.

10 b. The Court has reviewed Plaintiff's declaration outlining his involvement in the
11 lawsuit. Given the risks inherent in serving as the Class Representative, the
12 duration of the case and time involved, and benefits created for the Class, the
13 Court approves the Class Representative Enhancement Payment of \$10,000 to
14 Plaintiff.

15 11. Attorney Fee Award and Cost Award. The Court finds an award of an Attorney
16 Fee Award of \$105,000, to be paid out of the Maximum Settlement Amount by Defendant to
17 Class Counsel, to be reasonable and appropriate. The Court further finds that an award of a Cost
18 Award for the reimbursement of actual litigation costs of \$15,000, to be paid by Defendant to
19 Class Counsel out of the Maximum Settlement Amount, to be reasonable and appropriate. Such
20 fees and costs are to be paid pursuant to the terms and provisions set forth in the Settlement.
21 Defendant shall not be required to pay for any other attorneys' fees and expenses, costs, or
22 disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Class
23 Members or incurred by Plaintiff or Class Members in connection with or related in any manner
24 to this case, the Settlement, the administration of the Settlement, and/or the Participating Class
25 Members' Released Claims.

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a. The Court has an independent right and responsibility to review the requested Attorney Fee Award and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-28.) The Attorney Fee Award requested by Class Counsel of \$105,000 is thirty-five percent (35%) of the common fund created for the benefit of the Class Members and is supported by use of the percentage-fee method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the excellent results achieved for the Class, the financial risk taken by Class Counsel, the novel and difficult nature of this litigation, the skill required to deal with these issues, percentage fees award in other cases, and the contingent fees charged in private marketplace, the Court finds the request for the Attorney Fee Award is consistent with the legal marketplace, is reasonable, and is approved.

b. The Court has reviewed the declaration of Douglas Han regarding the costs expended in the prosecution of this litigation. Under the terms of the Settlement, Plaintiff may seek reimbursement of up to \$15,000 in litigation costs. The Court finds Plaintiff has expended \$15,349.74 in litigation costs, which exceed the maximum permitted Cost Award, and such costs were reasonable. Thus, the Court approves the payment of the Cost Award of \$15,000 for the reimbursement of Class Counsel's litigation costs.

12. Administration Costs. The Court finds the Administration Costs of \$7,495, to be paid by Defendant to the Settlement Administrator out of the Maximum Settlement Amount, to be reasonable and appropriate. The Administration Costs are to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

a. The Court has reviewed the declaration of Christina Fowler from Simpluris, Inc. ("Simpluris"), the Court-approved Settlement Administrator. The Court finds that notice was provided to the Class pursuant to the Preliminary Approval Order, that the notice constitute the best practicable notice to the Class, and that the notice satisfied due process. Simpluris has discharged its duties to provide notice to the

Class. Thus, the Court approves a payment for Administration Costs of \$7,495 for Simpluris' services in administering the Settlement.

13. PAGA Payment. The Court finds the PAGA Payment of \$20,000, seventy-five percent (75%) of which (\$15,000) will be paid by Defendant to the LWDA out of the Maximum Settlement Amount and twenty-five percent (25%) of which (\$5,000) shall be distributed to Eligible Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Payment is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

14. Funding of the Settlement. Defendant agrees to fund the settlement in twenty (20) consecutive monthly payments by depositing \$15,000 per month into the Qualified Settlement Fund ("QSF") set up by the Settlement Administrator by wiring the funds commencing within forty-eight (48) hours after the Agreement is fully executed and Defendant is provided wire instructions. The Settlement Administrator shall disburse the Maximum Settlement Amount in two disbursements, with the first disbursement made within fourteen (14) calendar days after fifty percent (50%) of the Maximum Settlement Amount is deposited into the QSF, and the second disbursement made within fourteen (14) calendar days after the remaining fifty percent (50%) of the Maximum Settlement Amount is deposited into the QSF. The Settlement Administrator shall calculate and disburse all payments due under the Settlement Agreement, including all Individual Settlement Shares, Individual PAGA Payments, the Attorney Fee Award, the Cost Award, the Class and PAGA Representative Enhancement Payment, the PAGA Payment, and the Administration Costs.

15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the Settlement is entitled to a presumption of fairness. In his moving papers, Plaintiff contend that the proposed Settlement was the product of arm's-length negotiations following extensive litigation, discovery, and exchange of documentation relating to Plaintiff's claims. The negotiations were facilitated with the assistance of mediator Kelly A. Knight, Esq., an experienced and well-respected class action mediator.

a. With respect to the benefit to the Class Members, Plaintiff's moving papers indicate the *average* Individual Settlement Share will be approximately \$791.69,

1 and the *highest* Individual Settlement Share will be about \$4,072.96 under the
2 proposed allocation, which is based on the number of weeks worked during the
3 Class Period.

4 b. There were also no objections to the Settlement and only two (2) requests for
5 exclusion from the Settlement. This is further proof of the fairness of the
6 Settlement.

7 16. Uncashed Checks. Participating Class Members and Eligible Aggrieved
8 Employees must cash or deposit their Individual Settlement Share and Individual PAGA
9 Payment checks within one hundred eighty (180) calendar days after the checks are mailed to
10 them. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing,
11 the Settlement Administrator will send a reminder postcard. If any checks remain uncashed or
12 not deposited by the expiration of the 90-day period after mailing the reminder notice, the
13 Settlement Administrator will, within two hundred (200) calendar days after the checks are
14 mailed, pay the amount of the Individual Settlement Share or Individual PAGA Payment to the
15 California State Controller's Office in accordance with California Unclaimed Property Law so
16 that the Participating Class Member and/or Eligible Aggrieved Employee will have his or her
17 Individual Settlement Share and/or Individual PAGA Payment available to him or her per the
18 applicable claim procedure to request that money from the State of California.

19 17. Modification of Settlement Agreement. The Participating Class Members are
20 hereby authorized, upon approval of the Court, to agree to and adopt amendments to or
21 modifications of the Settlement Agreement, by a written instrument signed by counsel for all
22 Parties or their successor in interest. Such amendments or modifications shall be consistent with
23 this Order and Judgment and cannot limit the rights of Participating Class Members under the
24 Settlement Agreement.

25 18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
26 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
27 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
28 and for any other necessary purpose, including, without limitation:

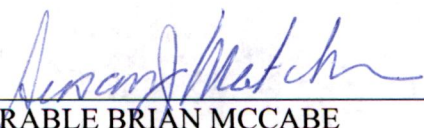
- a. enforcing the terms and provisions of the Settlement Agreement and resolving any disputes, claims, or causes of action in this case that, in whole or in part, are related to or arise out of the Settlement Agreement or this Order and Judgment;
- b. entering such additional orders as may be necessary or appropriate to protect or effectuate this Order and Judgment approving the Agreement, and permanently enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure the fair and orderly administration of this Settlement; and
- c. entering any other necessary or appropriate orders to protect and effectuate this Court's retention of continuing jurisdiction.

For the reasons set forth above, the Motion for Final Approval of Class Action Settlement, Attorney Fee Award, Cost Award, and Class Representative Enhancement Payment is GRANTED. The Settlement Administrator is directed to carry out the terms of the Settlement Agreement forthwith.

THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

IT IS SO ORDERED.

DATED: 6-15-2022


HONORABLE BRIAN MCCABE
SUPERIOR COURT JUDGE

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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On June 21, 2022, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Enriquez v. Global Modular, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM- 803509-20**
Court Case No.: 20CV-03162
Merced County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 21, 2022, at Pasadena, California.



Mariah Anderson