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FILED
Superior Court of California
County of Los Angeles
06/28/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: A. Barton Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

MARIO SALGADO, individually, and as a
representative of other aggrieved
employees,

Plaintiff,

vs.

POSITIVE INVESTMENTS, INC. a
Corporation; RAO YALAMANCHILI, an
individual; and DOES 1 through 250,
inclusive,

Defendants.

Case No.: 20STCV47082

The Honorable Monica Bachner

CLASS ACTION

**~~PROPOSED~~ JUDGMENT/ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: June 28, 2022
Time: 8:30 a.m.
Dept.: 71

Action Filed: 12/09/20

ORDER

On June 28, 2022 in Department 71, the Court heard Plaintiff's Unopposed Motion for
Final Approval of Class Action Settlement ("Motion") and Motion for Attorney's Fees and
Costs. GOOD CAUSE appearing, IT IS HEREBY ORDERED that the Motion is GRANTED
as follows:

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1 1. The Court gives Final Approval to the Settlement as fair, reasonable, and
2 adequate as to each of the Parties, and consistent with and in compliance with California law,
3 and directs the Parties and their counsel to implement and consummate the Settlement
4 Agreement in accordance with the Settlement Agreement's terms and provisions. The Court
5 finds that the proposed relief with respect to the Class is appropriate, both as to the individual
6 members of the Class and as a whole.

7
8 2. The Court finds that the notice program implemented pursuant to the Settlement
9 Agreement (i) constituted appropriate notice, (ii) was reasonably calculated, under the
10 circumstances, to apprise members of the Class of the pendency of the Litigation, their right to
11 object or exclude themselves from the proposed Settlement, to appear at the Final Approval
12 Hearing, and their right to seek monetary and other relief, (iii) was reasonable and constituted
13 due, adequate and sufficient notice to all persons entitled to receive notice, and (iv) met
14 applicable requirements of due process.

15
16 3. Solely for the purposes of effectuating the Settlement, this Court has concluded
17 that certification of the class is appropriate and hereby certifies the Class as defined below (and
18 in the Settlement Agreement) and further concludes that this definition is sufficient for purposes
19 of California Rules of Court 3.765(a) and 3.771, and that the Settlement Agreement is binding
20 on all Class Members, as defined below:

21 “(1) “all current and formerly hourly paid or non-exempt employees of Defendant, who
22 worked at Defendant's locations in California at any time from December 9,
23 2016 to December 9, 2021.”

24
25 4. The Court finds that Plaintiff and Class Counsel adequately represented the Class
26 for the purpose of entering into and implementing the Settlement.

27 5. The Court finds that there were zero opt outs.

28 6. The Court finds no objections were submitted to the Settlement.

1 7. The Court adjudges that, upon the Effective Date, Plaintiff and the Class
2 Members have fully, finally, and conclusively compromised, settled, discharged, dismissed and
3 released any and all Released Claims as provided in the Settlement Agreement that was
4 Preliminarily Approved by the Court on December 9, 2021.

5 8. The Court approves Class Counsel's (Law Offices of Buchsbaum & Haag, LLP)
6 Attorney's Fees in the amount of \$83,250, as well as Costs in the amount of \$6,192.21. The
7 Attorney's fees and litigation expenses shall be paid in accordance with the Settlement. The
8 Parties are to bear their own attorney's fees and costs, except as otherwise provided in this
9 paragraph.

10 9. The Court further approves payment of a service award in an amount of \$5,000
11 to class representative Mario Salgado. This payment is to come out of the Gross Settlement
12 Amount in recognition of his services on behalf of the Class in this Action, which is in addition
13 to his payments as a participating claimant. The service award will be paid in accordance with
14 the terms of the Settlement.

15 10. The Court approves the Claims Administration Fee of \$6,100, to be paid to
16 Simpluris out of the Gross Settlement Fund.

17 11. The Court approves the establishment of an interest-bearing escrow account (the
18 "Settlement Escrow") by Atticus for purpose of receiving and distributing the Gross Settlement
19 Amount in accordance with the Settlement and the Court's orders. The Settlement Escrow
20 established by this Order is intended to be a Qualified Settlement Fund within the meaning of
21 section 468B of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury
22 Regulations sections 1.468B-1, and will be subject to the continuing jurisdiction of this Court.

23 12. The Court approves the LWDA Payment in the amount of \$25,000.00, with
24 \$18,750 going to the LWDA and \$6,250 to be included within the Net Settlement Fund for
25 distribution to the PAGA members.

26 13. The Court approves the payments to the Participating Class Members, according
27 to the terms of the Settlement Agreement and the Final Approval Order and Judgment. Upon
28 the Effective Date, Plaintiff and all members of the Settlement Class shall have, by operation of

1 this Order and Judgment, finally and forever released, relinquished, and discharged Defendant
2 from all claims as defined by the Settlement Agreement. Upon the effective date, Plaintiff and
3 all members of the Settlement Class shall be and are hereby permanently barred and enjoined
4 from instituting or prosecuting any and all claims released under the terms of the Settlement
5 Agreement.

6 14. Without affecting the finality of the Final Order for purposes of appeal, the Court
7 reserves jurisdiction over the Parties as to all matters relating to the administration, enforcement,
8 and interpretation of the terms of the Settlement Agreement and the Final Order and for any
9 other necessary purposes.

10 15. This document shall constitute a Judgment for purposes of California Rule of
11 Court 3.769(h). The Parties are ordered to cause a copy of this Order and Judgment to be posted
12 by the Claims Administrator, ^{Simpluris} Atticus, on its website, in order to provide notice to the Class as
13 required by California Rule of Court 3.771(b) 2/24/23 at 8:30 a.m.

14 16. The Court will set a final accounting hearing on _____, regarding the
15 status of the settlement administration. Plaintiff should file a Declaration regarding the status of
16 the settlement administration at least 5 court days before the hearing.

17
18 **IT IS SO ORDERED.**

19
20 Dated: 06/28/2022



Hon. Monica Bachner
Los Angeles County Superior Court Judge