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Attorneys for Plaintiff and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

CARLOS HUMBERTO CARRILLO DIAZ,
an individual, on behalf of himself and others
similarly situated

PLAINTIFF,

v.

RECON360, LLC; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 20CV370603

[Case Assigned for All Purposes to Hon.
Sunil R. Kulkarni in Dept. 1]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: June 9, 2022

Time: 1:30 p.m.

Dept.: 1

Complaint Filed: September 22, 2020

FAC Filed: November 30, 2020

Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiff CARLOS
3 HUMBERTO CARRILLO DIAZ (“Plaintiff”) against Defendant RECON360, LLC
4 (“Defendant”). The Motion for Final Approval of Class Action Settlement came before this Court
5 on June 9, 2022.

6 **WHEREAS**, Judge Sunil R. Kulkarni granted preliminary approval of the Joint Stipulation
7 of Class Action Settlement and Release of Claims (“Settlement” or “Settlement Agreement”),
8 attached to the concurrently filed Declaration of Kelsey M. Szamet as Exhibit “1”, on February
9 11, 2022.

10 **WHEREAS**, Plaintiff CARLOS HUMBERTO CARRILLO DIAZ has applied to the
11 Court for an order granting final approval of the Settlement Agreement.

12 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions of the proposed
13 Settlement and for entry of an order of final approval and entry of final judgment thereon. The
14 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
15 Settlement; Motion for Approval of Approval of Attorneys’ Fees and Costs; the Declarations of
16 Kelsey M. Szamet, Carlos Humberto Carrillo Diaz, and Nathalie Hernandez of ILYM Group, Inc.;;
17 and the supporting documents annexed thereto, now finds:

18 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

19 1. The Court has personal jurisdiction over all Settlement Class Members and that the
20 Court has subject matter jurisdiction to approve the Settlement;

21 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and
22 in compliance with California Code of Civil Procedure, the California and United States
23 Constitutions (including the due process clauses), the California Rules of Court and any other
24 applicable law, and in the best interest of each of the Parties and the Class members and is hereby
25 finally approved in all respects.

26 3. The Parties are hereby directed to perform the terms of the Settlement as described
27 in the Settlement Agreement according to its terms and provisions.

28 4. The Settlement Agreement is binding on Plaintiff and all other Settlement Class

Members, except those timely and properly filed Requests for Exclusions, as well as their heirs, executors, and administrators, successors, and assigns.

5. There is one (1) valid request for exclusion.

6. It is ordered that the Settlement Class is certified for settlement purposes only. The Court finds that an ascertainable class exists and a well-defined community of interest exists in the questions of law and fact involved because in the context of the Settlement: (i) there are questions of law and fact common to the Class Members which, as to the Settlement and all related matters, predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of the Class members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest of the Class Members.

7. The Court finds that the Notice and notice methodology implemented pursuant to this Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, their right to object to or exclude themselves from the proposed Settlement and their right to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of the California Code of Civil Procedure, the California and United States Constitution (including the Due Process Clause), the California Rules of Court and any other applicable law.

8. The Settlement Class is hereby made final. The Settlement Class is defined as: "All persons who are employed or have been employed as an hourly employee by RECON360, LLC, in the State of California during the Covered Period." ("Proposed Class").

9. The "Covered Period" or "Release Period" is the period from September 22, 2016 through May 31, 2021.

10. The "PAGA Period" is the period from September 22, 2019 through May 31, 2021.

11. The Settlement Agreement is not an admission by Defendant, nor is this Final Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the

1 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
2 wrongdoing on the part of Defendant.

3 12. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiff and
4 each Settlement Class Member shall fully release and discharge the Released Parties pursuant to
5 the following release, which provides:

6 any and all claims, debts, liabilities, demands, obligations, penalties,
7 guarantees, costs, expenses, attorney's fees, damages, action or
8 causes of action of whatever kind or nature, whether known or
9 unknown, contingent or accrued, that are alleged, or that reasonably
10 could have arisen out of the same facts alleged in the Action,
11 including: (1) Failure to Provide Meal Breaks Pursuant to Labor
12 Code §§ 226.7 and 512; (2) Failure to Provide Rest Breaks Pursuant
13 to Labor Code §§ 226.7; (3) Failure to Reimburse Expenses
14 Pursuant to Labor Code § 2802; (4) Penalties Pursuant to Labor
15 Code § 203; (5) Violation of Business & Professions Code § 17200;
16 (6) Penalties Pursuant to Labor Code §2699, et seq. ("PAGA").

17 13. Plaintiff and all Settlement Class Members who have not been timely and properly
18 excluded from the Settlement Class, and any person acting on their behalf, are permanently barred
19 and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class
20 members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any
21 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
22 jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Class Members
23 into a separate class for purposes of pursuing as a purported class action (including by seeking to
24 amend a pending complaint to include class allegations, or by seeking class certification in a
25 pending action) any lawsuit based on or relating to the Released Claims;

26 14. The Settlement Agreement provides that the Gross Settlement Amount is seven
27 hundred thousand dollars and zero cents (\$700,000.00). The Net Settlement Amount shall be
28 determined according to the terms of the Settlement Agreement.

15. The Court orders the calculations and the payments to be made and administered in
accordance with the terms of the Settlement Agreement.

16. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
Settlement Class for purposes of entering into and implementing the settlement. The Court hereby

1 confirms Kingsley & Kingsley, APC as Class Counsel in the Action.

2 17. The Court hereby finds the unopposed application of Class Counsel for a costs and
3 attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light
4 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$233,333.33
5 shall be paid for attorney fees and \$8,617.27 shall be paid for litigation costs.

6 18. The unopposed application of Class Counsel for an Enhancement Award is hereby
7 granted. Of the Gross Settlement Amount, a \$5,000.00 Enhancement Award shall be allocated to
8 Named Plaintiff CARLOS HUMBERTO CARRILLO DIAZ.

9 19. The unopposed application of Class Counsel for claims administration fees to
10 ILYM Group, Inc. is hereby granted. Of the Gross Settlement Amount, \$15,000.00 shall be paid
11 for settlement administration fees.

12 20. The Court approves the PAGA Penalties in the amount of \$25,000.00. The Court
13 approves 75% of the PAGA Penalties being allocated to the LWDA in the amount of \$18,750.00.
14 The Court further directs that the remaining 25% of the PAGA Penalties, in the amount of \$6,250.00
15 shall be allocated to the eligible Settlement Class Members who worked during the PAGA period
16 on a per pay period, pro rata basis.

17 21. If a Settlement Class Member does not cash his or her settlement check within 180
18 days, the uncashed funds shall be transmitted by the Settlement Administrator to the non-profit
19 Bet Tzedek pursuant to Cal. Code Civ. Proc. section 384(b)(3)(C). The Court finds there is a
20 strong nexus between the mission of Bet Tzedek and the interests of the Settlement Class Members.

21 22. Defendant shall have no further liability for costs, expenses, interest, attorneys'
22 fees, or for any other charge, expense, or liability, except as provided for in the Settlement
23 Agreement.

24 23. The Parties are authorized, without further approval from the Court, to agree to and
25 to adopt such amendments, modifications and expansions of this Stipulation and all exhibits
26 attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of
27 Settlement Class Members under the Stipulation.

28 24. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court

1 shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well
2 as the administration and enforcement of the terms of the Settlement of this action to enforce the
3 terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
4 continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the
5 administration and enforcement of the Settlement. Any disputes or controversies arising with
6 respect to the interpretation, consummation, enforcement, or implementation of the Settlement
7 shall be presented by motion to the Court; provided however, that nothing in this part shall restrict
8 the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms
9 of the Settlement Agreement.

10 25. This Final Order shall constitute a final judgment.

11 26. The Court hereby dismisses the action (including all individual claims and Released
12 Claims presented thereby) with prejudice, without fees or costs to any party except as provided in
13 the Settlement Agreement.

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15 **DATED:** _____

16 **JUDGE OF THE SUPERIOR COURT**
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(PROOF OF SERVICE)
[CCP 1013(a)(3)]

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 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On May 17, 2022, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

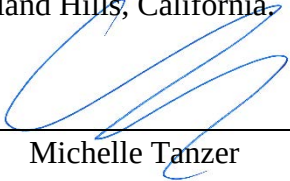
Sarju A. Naran Maysa Saeed Jackie Rivera sarju.naran@hogefenton.com maysa.saeed@hogefenton.com jackie.rivera@hogefenton.com Hoge, Fenton, Jones & Appel, Inc. 55 South Market Street, Suite 900 San Jose, CA 95113-2324	Emil Davtyan emil@davtyanlaw.com Davtyan Law Firm, Inc. 880 E. Broadway Glendale, CA 91205
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[XX] (BY ELECTRONIC SERVICE): I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[XX] (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 17, 2022, at Woodland Hills, California.



Michelle Tanzer