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individually and on behalf of all others similarly-situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

LUIS LOPEZ, individually and on behalf of  
all others similarly situated,

Plaintiff,

v.

GE UNITED TECHNOLOGIES, LLC, a  
Delaware Limited Liability Company d/b/a  
GRASSDOOR, and DOES 1 through 10,  
Inclusive,

Defendants.

Case No. 20STCV34691

ASSIGNED FOR ALL PURPOSES TO:  
The Honorable William F. Highberger  
Department SS10

**CLASS AND REPRESENTATIVE ACTION**

**[PROPOSED]**

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

Date: October 24, 2022

Time: 11:30 a.m.

Dept.: 10

Judge: William F. Highberger

Complaint filed: September 11, 2020

Trial date: Not set

1 This matter came on for hearing on October 24, 2022 in Department SS10 of the above-  
2 captioned Court on Plaintiff's Motion for Order Granting Final Approval of Class Action  
3 Settlement and Entering Judgment ("Motion") pursuant to California Rule of Court 3.769, and  
4 the Court's Order Granting Preliminary Approval filed May 24, 2022, and the Joint Stipulation  
5 of Settlement and Release of Class Action filed March 25, 2022, ("Agreement"), and the  
6 Amendment to Joint Stipulation of Settlement and Release of Class Action filed concurrently  
7 with the Motion for Final Approval ("Amendment to Agreement").

8 Having received and considered the Agreement, Amendment to Agreement, the  
9 supporting papers filed by the Parties, and the evidence and argument received by the Court in  
10 conjunction with the Motion for Preliminary Approval of Class Action Settlement, and the  
11 supporting papers, and evidence and argument received by the Court in conjunction with the  
12 Motion for Order Granting Final Approval of Class Action Settlement, the Court grants final  
13 approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING  
14 DETERMINATIONS:

15 1. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement  
16 filed May 24, 2022, a Notice of Class Action Settlement, Change of Address form, and pre-  
17 printed return envelope ("Notice Packet") was sent to each Settlement Class Member by first-  
18 class United States mail. The Notice informed the Settlement Class of the terms of the  
19 Settlement, their right to receive a Settlement Payment without any required action, their right  
20 to comment upon or object to the Settlement, and their right to appear in person or by counsel  
21 at the final approval hearing and to be heard regarding approval of the Settlement. Adequate  
22 periods of time were provided for each of these procedures.

23 2. No member of the Settlement Class filed a written objection to the proposed  
24 Settlement as part of this notice process or stated an intention to appear at the final approval  
25 hearing.

26 3. Five (5) Class Members have opted out of the Settlement by submitting a timely  
27 and valid Request for Exclusion. The Class Members who have opted out of the Settlement are:  
28 Jake Barraza, Jorge Catalan, James Burbank, Pablo Valdeavellano, and Carlos Sandoval.

1           4. The Court finds and determines this notice procedure afforded adequate  
2 protections to the Settlement Class and provides the basis for the Court to make an informed  
3 decision regarding approval of the Settlement based on the responses of the Settlement Class.  
4 The Court finds and determines that the notice provided in this case was the best notice  
5 practicable, which satisfies the requirements of law and due process.

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

17           6. The Court confirms certification, for settlement purposes only, of the Settlement  
18 Class: “all hourly, non-exempt individuals employed by GE United Technologies, LLC dba  
19 Grassdoor in California during the period from July 19, 2019 through July 13, 2021”.

20           7. The Court finds and determines the terms set forth in the Agreement and the  
21 Amendment to Agreement are fair, reasonable, and adequate and, having found that the  
22 Settlement was reached as a result of informed and non-collusive arms’-length negotiations  
23 facilitated by a neutral and experienced mediator, directs the Parties to effectuate the Settlement  
24 according to the terms set forth in the Agreement. The Court further finds the Parties conducted  
25 extensive investigation, research, and informal discovery, and that their attorneys were able to  
26 reasonably evaluate their respective positions. The Court also finds that Settlement will enable  
27 the Parties to avoid additional and potentially substantial litigation costs, as well as delay and  
28 risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary

1 recovery and recognizes the significant value provided to the Settlement Class.

2           8.     The Court further finds and determines that the terms of the Settlement are fair,  
3 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that  
4 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement  
5 Agreement should be and hereby are ordered to be consummated.

6           9.     The Court finds and determines that the Settlement Payments to be paid to  
7 Participating Settlement Class Members as provided for by the Settlement are fair and  
8 reasonable. The Court hereby grants final approval to and orders the payment of those amounts  
9 be made to the Participating Class Members in accordance with the Agreement.

10          10.    The Court finds and determines that the fees and expenses in administering the  
11 Settlement incurred by Simpluris, Inc., of up to \$13,000 are fair and reasonable. The Court  
12 hereby grants final approval to and orders that the payment of that amount in accordance with  
13 the Settlement Agreement.

14          11.    The Court finds and determines the Class Representative Service Payment of  
15 \$5,000 to Plaintiff Luis Lopez is fair and reasonable. The Court hereby orders the  
16 Administrator to make this payment to the Plaintiff Luis Lopez, in accordance with the terms of  
17 the Settlement Agreement.

18          12.    The Court finds and determines the PAGA Payment of \$5,000 allocated for civil  
19 penalties, of which \$3,750 (75%) will be paid to the California Labor and Workforce  
20 Development Agency ("LWDA") and \$1,250 will be distributed to PAGA Members is fair,  
21 reasonable and appropriate. The Court hereby grants final approval to and orders that amount  
22 be paid in accordance with the Settlement Agreement.

23          13.    Pursuant to the terms of the Settlement Agreement, and the authorities, evidence  
24 and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys'  
25 fees of \$116,833.00 and litigation costs of \$14,483.55. The Court finds such amounts to be fair  
26 and reasonable. The Court hereby orders the Administrator to make these payments in  
27 accordance with the terms of the Agreement.

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1           14. Without affecting the finality of this Order or the entry of judgment in any way,  
2 the Court retains jurisdiction of all matters relating to the interpretation, administration,  
3 implementation, effectuation, and enforcement of this Order and the Agreement.

4           15. Neither Defendant nor any related persons or entities shall have any further  
5 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or  
6 liability, except as provided for by the Agreement.

7           16. Nothing in this Order shall preclude any action to enforce the Parties'  
8 obligations under the Agreement or under this Order, including the requirement that Defendant  
9 make payments to the Participating Class Members in accordance with the Settlement.

10           17. The Court hereby enters final judgment in accordance with the terms of the  
11 Agreement, the Amendment to Agreement, the Court's Preliminary Approval Order, and this  
12 Order.

13           18. The Parties will bear their own costs and attorneys' fees except as otherwise  
14 provided by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.

15  
16 IT IS SO ORDERED.

17  
18 Date: \_\_\_\_\_

19  
20 \_\_\_\_\_  
The Honorable William F. Highberger