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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

YANET GARCIA, individually, and on behalf
of other members of the general public
similarly situated; AUSTIN WILDER,
individually, and on behalf of other members
of the general public similarly situated and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiffs,

vs.

JOHNSON MATTHEY, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 37-2019-00003740-CU-OE-CTL

Honorable Eddie C. Sturgeon
Department C-67

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: May 28, 2021
Time: 9:00 a.m.
Department: C-67

Complaint Filed: January 18, 2019
FAC Filed: January 11, 2021
Trial Date: None Set

1 This matter has come before the Honorable Eddie C. Sturgeon in Department C-67 of the
2 above-entitled Court, located at Hall of Justice, located at 330 West Broadway, San Diego,
3 California 92101, on Plaintiffs Yanet Garcia and Austin Wilder's (together, "Plaintiffs") Motion
4 for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and Enhancement
5 Payments ("Motion for Final Approval"). Lawyers *for* Justice, PC appeared on behalf of Plaintiffs,
6 and Morgan, Lewis, & Bockius LLP appeared on behalf of Defendant Johnson Matthey, Inc.
7 ("Defendant").

8 On January 21, 2021 the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
10 of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class Action
11 and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"),
12 which, together with the exhibits annexed thereto, set forth the terms and conditions for settlement
13 of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

26 All current and former non-exempt employees of Defendant in California at
27 any time during the period from January 18, 2015 through January 21, 2021.
28 ("Class" or "Class Members").

1 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
2 Class Members, fully and accurately informed the Class Members of all material elements of the
3 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
4 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
5 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
6 California, the United States Constitution, due process and other applicable law. The Class Notice
7 fairly and adequately described the Settlement and provided the Class Members with adequate
8 instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
13 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
14 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
15 Court has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiffs' claims; the risk, expense, and complexity of the claims presented; the likely duration of
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
18 completed; and the experience and views of Class Counsel. The Court has further considered the
19 absence of objections to the Settlement submitted by Class Members. Accordingly, the Court
20 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and
21 the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
26 validly opt out of the Settlement (“Settlement Class Member”) are bound by this Final Approval
27 Order and Judgment.
28

1 7. The Court finds that one (1) Class Member has timely and validly opted out of the
2 Settlement and will not be bound by this Final Approval Order and Judgment.

3 8. The Court finds that payment of Settlement Administration Costs in the amount of
4 \$10,500.00 is appropriate for the services performed and costs incurred and to be incurred for the
5 notice and settlement administration process. It is hereby ordered that the Settlement
6 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$10,500.00, in
7 accordance with the terms and methodology set forth in Settlement Agreement.

8 9. The Court finds that the Enhancement Payments sought are fair and reasonable for
9 the work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement
10 Administrator issue payment in the amount of \$10,000.00 each to Plaintiffs Yanet Garcia and
11 Austin Wilder for their Enhancement Payments, according to the terms and methodology set forth
12 in the Settlement Agreement.

13 10. The Court finds that the allocation of \$100,000.00 toward penalties under the
14 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and
15 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
16 Penalties as follows: the amount of \$75,000.00 to the California Labor and Workforce
17 Development Agency, and the amount of \$25,000.00 to be included in the Net Settlement Amount
18 for distribution to Settlement Class Members, according to the terms and methodology set forth in
19 the Settlement Agreement.

20 11. The Court finds that the request for attorneys’ fees in the amount of \$1,015,000.00
21 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award
22 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
23 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
24 amount of \$1,015,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
25 methodology set forth in the Settlement Agreement.

26 12. The Court finds that reimbursement of litigation costs and expenses in the amount
27 of \$13,180.13 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
28 Settlement Administrator issue payment in the amount of \$13,180.13 to Class Counsel for

1 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
2 forth in the Settlement Agreement.

3 13. The Court hereby enters Judgment by which Settlement Class Member shall be
4 conclusively determined to have given a release of any and all Released Claims against the
5 Released Parties, as set forth in the Settlement Agreement and Class Notice.

6 14. It is hereby ordered that Defendant shall deposit the Maximum Settlement Amount
7 into an account established by the Settlement Administrator within twenty-one (21) calendar days
8 after the Effective Date, in accordance with the terms and methodology set forth in the Settlement
9 Agreement.

10 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
11 Settlement Payments to the Settlement Class Members within seven (7) calendar days after
12 Defendant funds the Maximum Settlement Amount, according to the methodology and terms set
13 forth in the Settlement Agreement.

14 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
15 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
16 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
17 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
18 any dispute arising from or in connection with the distribution of settlement benefits.

19 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
20 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s
21 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
22 Order and Judgment. Individualized notice is not required.

23
24 Dated: _____

HONORABLE EDDIE C. STURGEON
JUDGE OF THE SUPERIOR COURT