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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

SAMUEL HERNANDEZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

SPECTRA COMPANY, a California
corporation; and DOES 1 through 100,

Defendants.

Case No. 20STCV39910

*[Assigned for all purposes to the Hon. Stuart
M. Rice, Dept. SSC-1]*

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: September 21, 2022
Time: 10:30 a.m.
Dept.: SSC-1

Complaint Filed: October 16, 2020
Trial Date: None set

FILED
Superior Court of California
County of Los Angeles

09/21/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: A. He Deputy

1 This matter came on regularly for hearing before this Court on September 21, 2022, at
2 10:30 a.m., pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the Parties' Stipulation of Settlement ("Settlement Agreement")¹ and the documents
5 and evidence presented in support thereof, and recognizing the sharply disputed factual and legal
6 issues involved in this case, the risks of further prosecution and the substantial benefits to be
7 received by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling
8 that the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith,
9 arm's-length negotiations between the parties. Good cause appearing therefor, the Court hereby
10 GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement and ORDERS as
11 follows:

12 1. Final judgment is hereby entered in conformity with the Settlement Agreement
13 and this Final Approval Order.

14 2. The conditional class certification contained in the Preliminary Approval Order is
15 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
16 Class consisting of:

17 All current and former non-exempt employees of Spectra who worked for
18 Spectra in California at any time from October 16, 2016, through May 12,
19 2022 ("Class Period").

20 3. Plaintiff Samuel Hernandez is hereby confirmed as the Class Representative, and
21 Paul K. Haines and Neil M. Larsen of Haines Law Group, APC are confirmed as Class Counsel.

22 4. Notice was provided to the Settlement Class as set forth in the Settlement, which
23 was preliminarily approved by the Court on May 12, 2022, and the notice process has been
24 completed in conformity with the Court's Orders. The Court finds that said notice was the best
25 notice practicable under the circumstances. The Class Notice provided due and adequate notice

26 ¹ The Settlement Agreement was filed on April 6, 2022, as Exhibit 1 to the Declaration of Paul
27 K. Haines in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement,
28 and was modified pursuant to this Court's Order dated May 12, 2022. All terms used in this Order
and Final Judgment shall have the same meaning as that assigned to them in the Settlement.

1 of the proceedings and matters set forth therein, informed Class members of their rights, and fully
2 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of
3 Court 3.769, and due process.

4 5. The Court finds that no Settlement Class member objected to the Settlement, and
5 only three (3) Settlement Class members, Robert Espinoza, Jorge Portillo, and Roger Villegas
6 have elected to opt-out of the Settlement, and that the 99.15% participation rate in the Settlement
7 supports final approval.

8 6. The Court hereby approves the Settlement as set forth in the Stipulation of
9 Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
10 Agreement according to its terms.

11 7. For purposes of settlement only, the Court finds that: (a) the members of the
12 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
13 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
14 community of interest among members of the Settlement Class with respect to the subject matter
15 of the litigation; (c) the claims of the Class Representative are typical of the claims of the members
16 of the Settlement Class; (d) the Class Representative has fairly and adequately protected the
17 interests of the Settlement Class members; (e) a class action is superior to other available methods
18 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
19 counsel for the Class Representative and the Settlement Class.

20 8. The Court finds that given the absence of objections to the Settlement, and
21 objections being a prerequisite to appeal, that this Order shall be considered final as of the date
22 of entry.

23 9. The Court orders that Defendant Spectra Company (“Defendant” or “Spectra”)
24 shall deposit the Gross Settlement Amount with Phoenix Settlement Administrators (“Phoenix”)
25 in nineteen (19) installments. The Court finds that Spectra has already deposited the first
26 installment of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) with Phoenix. The
27 second through nineteenth installments shall be paid monthly in the amount of \$22,222.22 each,
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and the nineteenth installment, shall be in the amount of \$22,222.26, for a total of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00). The second installment is due to be deposited with Phoenix on October 5, 2022, and each subsequent monthly installment is due every 30 days thereafter.

10. The Court orders that any Settlement Awards that remain uncashed after 180 days after they are mailed will be sent to Bet Tzedek Employment Rights Project as the *cy pres* recipient.

11. The Court finds that the Settlement Awards, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual Settlement Awards in conformity with the terms of the Settlement.

12. The Court finds that a Class Representative Service Award in the amount of \$7,500.00 to Plaintiff is appropriate for the risks undertaken and his service to the Settlement Class. The Court finds that the service award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

13. The Court finds that the attorneys' fees in the amount of \$166,666.67 and actual litigation costs of \$16,382.12 for Class Counsel, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute these payments to Class Counsel in conformity with the terms of the Settlement.

14. The Court finds that a payment to the Labor & Workforce Development Agency ("LWDA") in the amount of \$30,000.00 for the LWDA's share of civil penalties under the Labor Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

15. The Court orders that the Settlement Administrator, Phoenix, shall be paid \$8,995.00 from the Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

16. The Settlement is not an admission by Spectra, nor is this Order and Final Judgment a finding of the validity of any allegations or of any wrongdoing by Spectra. Neither

1 this Order and Final Judgment, the Settlement, nor any document referred to herein, nor any action
2 taken to carry out the Settlement, shall be construed or deemed an admission of liability,
3 culpability, or wrongdoing on the part of Spectra.

4 17. Once this Settlement Agreement receives final approval and the Court enters
5 judgment, and upon the Settlement being fully funded, Plaintiff and every participating
6 Settlement Class member will release and discharge Spectra, and each of its past, present and/or
7 future, officers, directors, owners, managers, employees, agents, representatives, attorneys,
8 insurers, investors, shareholders, administrators, parent companies, subsidiaries, related or
9 affiliated entities (“Released Parties”) from any and all causes of action, claims, rights, or
10 statutory damages, penalties, liabilities, expenses, and losses under California law that were
11 alleged in the operative Complaint in the Action or that could have been alleged based on the
12 facts alleged in the operative Complaint in the Action, arising from their employment with
13 Spectra, including any alleged failure by Spectra: (1) to pay minimum wages pursuant to Labor
14 Code §§ 1182.12, 1194, 1194.2, 1197, 1198; (2) to pay overtime wages pursuant to Labor Code
15 §§ 204, 510, 558, 1194, 1198; (3) to provide meal periods pursuant to Labor Code §§ 226.7, 512,
16 558; (4) to authorize and permit rest periods pursuant to Labor Code §§ 226.7, 516, 558; (5) to
17 indemnify or reimburse employees for work-related expenses pursuant to Labor Code §§ 2802,
18 2804; (6) to issue compliant wage statements pursuant to Labor Code § 226; (7) to timely pay
19 wages at the end of employment pursuant to Labor Code §§ 201-203; and (8) any right or claim
20 for unfair business practices in violation of California Business & Professions Code sections
21 17200, *et seq.*, based on the alleged failures set forth in (1) through (7) above (“Class Released
22 Claims”). The release of the Class Released Claims shall run for the duration of the Class Period.

23 18. In addition, all “Aggrieved Employees,” who are defined as all Settlement Class
24 members (whether or not they opt out) who worked for Spectra in California at any point from
25 October 19, 2019, through May 12, 2022 (“PAGA Period”), shall release Spectra from any right
26 or claim for civil penalties pursuant to the PAGA, based on the claims for PAGA penalties as
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disclosed in Plaintiff's notice to the LWDA ("PAGA Released Claims"). The release of the PAGA Released Claims shall run for the duration of the PAGA Period.

19. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h) which provides, "If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment." The Court will retain jurisdiction to enforce the Settlement, and this Final Approval Order and Judgment. The Settlement Administrator shall give notice of this Judgment by posting this Final Judgment on its website.

20. The Settlement Administrator shall file a final report regarding distribution and uncashed checks by December 9, 2024. A Non-Appearance Case Review Re: Submission of the Final Report Re Disbursement is scheduled for December 16, 2024, at 4:00 p.m.

IT IS SO ORDERED.

Dated: September 21, 2022



A handwritten signature in black ink, appearing to read "Stuart M. Rice", is written over a horizontal line.

Stuart M. Rice / Judge

Honorable Stuart M. Rice
Judge of the Superior Court

PROOF OF SERVICE

Samuel Hernandez v. Spectra Company
Los Angeles County Superior Court Case No. 20STCV39910

STATE OF CALIFORNIA)
) ss.
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 2155 Campus Drive, Suite 180, El Segundo, California 90245.

On September 20, 2022, I served the foregoing document(s) described as:

[PROPOSED] ORDER GRANTING PLAINTIFF’S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT

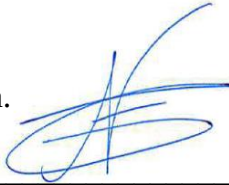
on the interested party(ies) in this action as follows:

Diana M. Estrada, Esq.
Email: Diana.estrada@wilsonelser.com
WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP
555 South Flower Street, Suite 2900
Los Angeles, California 90071
Attorneys for Defendant SPECTRA COMPANY

[X] (VIA ELECTRONIC MAIL) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses listed above by transmission to CASE ANYWHERE.

[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 September 20, 2022, at El Segundo, California.



Nestor Castillo