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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

OSCAR ESTRADA & PABLO CALDERON,
on behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

HHM FACILITY MANAGEMENT, LLC., a
California Limited Liability corporation; and
DOES 1-50, inclusive.

Defendants.

CASE NO.: RG20078429

Assigned to the Hon. Brad Seligman

CLASS ACTION

**[PROPOSED] AMENDED ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT
THEREON**

FILED
ALAMEDA COUNTY

OCT 13 2022

CLERK OF THE SUPERIOR COURT
By *[Signature]* Deputy

1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set
2 forth in the Amended Class Action and PAGA Settlement Agreement and Release of Claims (the
3 "Settlement Agreement" and/or the "Settlement") came for hearing on January 11, 2022, in
4 Department 23 of the above-entitled court. The Final Approval Motion was unopposed by
5 Defendant HHM Facility Management, LLC ("Defendant").

6 Having considered the Final Approval Motion, the Settlement Agreement, declarations in
7 support thereof, and all other materials properly before the Court and having conducted an inquiry
8 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
9 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
10 Due and adequate notice having been given to the Settlement Class, and the Court having
11 considered the Settlement Agreement, all papers filed, and proceedings had herein and all oral
12 and written comments received regarding the proposed Settlement, and having reviewed the
13 record in this Action, and good cause appearing,

14 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

15 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
16 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

17 2. The Court has jurisdiction over the subject matter of this Action, the Class
18 Representatives, the Settlement Class Members, and Defendant.

19 3. The Court finds that the distribution of the Notice Packet, as provided for in the
20 Amended Order for Preliminary Approval of Class Action Settlement, constituted the best notice
21 practicable under the circumstances to all Settlement Class Members and fully met the
22 requirements of California law and due process under the California and United States
23 Constitution. Based on evidence and other material submitted, the actual notice to the Settlement
24 Class was adequate.

25 4. The Court finds that the instant Action presented a good faith dispute of the claims
26 alleged, and the Court finds in favor of Settlement approval. Specifically, the claims on behalf
27 of the Settlement Class Members included claims for unpaid wages (including failure to pay full,
28 regular, and overtime wages and minimum wages), meal and rest break violations, failure to

1 timely pay final wages, failure to pay split shift premium wages, failure to provide accurate
2 itemized wage statements, failure to itemize sick leave on wage statements, failure to reimburse
3 necessary business expenses, unfair and unlawful business practices, misclassification of
4 employment, and failure to provide one day of rest in seven, and PAGA penalties based on the
5 foregoing Labor Code violations.

6 5. All Settlement Class Members who did not opt-out of the Settlement are entitled
7 to payment pursuant to the Settlement and this Judgment.

8 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
9 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
10 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
11 Settlement Agreement.

12 7. The Settling Parties are to bear their own costs, except as otherwise provided in
13 the Settlement Agreement.

14 8. For purposes of effectuating this Order and Judgment (including the Released
15 Claims of Participating Class Members), this Court has certified the following class: "all current
16 and former non-exempt employees, and those persons who claim they were misclassified as
17 exempt employees by Defendant, from October 19, 2016, through August 1, 2021." The Court
18 deems this definition sufficient for purposes of California Rules of Court, Rule 3.765(a). All
19 Settlement Class Members who opted-out are excluded from any and all terms and obligations,
20 including the release(s) of the Settlement.

21 9. With respect to the Participating Class Members and for purposes of approving
22 this Settlement, this Court finds and concludes as follows: (a) the Settlement Class Members are
23 ascertainable and so numerous that joinder of all Settlement Class Members is impracticable; (b)
24 there are questions of law or fact common to the Settlement Class Members, and there is a well-
25 defined community of interest among the Settlement Class Members with respect to the subject
26 matter of the Action; (c) the claims of the Class Representatives are typical of the claims of the
27 Settlement Class Members; (d) the Class Representatives have fairly and adequately protected
28 the interests of the Settlement Class Members; (e) a class action is superior to other available

1 methods for an efficient adjudication of this controversy; and (f) the counsels of record for the
2 Class Representatives, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiffs in
3 their respective individual and representative capacities and for the Participating Class Members.

4 10. By this Judgment, the Class Representatives shall release, relinquish, and
5 discharge, and each of the Participating Class Members shall be deemed to have, and by operation
6 of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
7 Released Claims, as defined in the Settlement Agreement.

8 11. Neither the Settlement Agreement nor the Settlement terms contained therein, nor
9 any act performed or document executed pursuant to or in furtherance of the Settlement
10 Agreement or the Settlement: (i) is or may be deemed to be, or may be used by, the Class
11 Representatives or Participating Class Members as an admission of, or evidence of, the validity
12 of any of the Settlement Class Members' Released Claims, or of any wrongdoing or liability of
13 Defendant or any of the other Released Parties; or, (ii) is or may be deemed to be, or may be used
14 by, the Class Representatives or Participating Class Members as an admission of, or evidence of,
15 any fault or omission of Defendant or any of the other Released Parties in any civil, criminal, or
16 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
17 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
18 this Action in any other action that may be brought against it or them in order to support a defense
19 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
20 settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or
21 similar defense or counterclaim.

22 12. The "Settlement Amount" to be paid under the Settlement Agreement is \$500,000.
23 From this amount, Class Counsel collectively sought: an award of Attorneys' Fees of
24 \$166,666.66; Costs in the amount of \$13,685.15; Class Representatives Service Payment for the
25 Class Representatives Oscar Estrada and Pablo Calderon of \$7,500.00 each; \$3,999 to the
26 Settlement Administrator, Simpluris, Inc.; and, \$37,500 to the LWDA for PAGA Penalties.
27 Defendant does not oppose these requests. The Court finds that the Settlement Amount is fair,
28 reasonable, and adequate, and awards the payments as set forth above from the Settlement

1 Amount. After deducting the foregoing payments from the Settlement Amount, the remainder
2 shall form the Net Settlement Amount payable to the Participating Class Members as set forth in
3 the Settlement Agreement and as calculated by the Settlement Administrator.

4 13. The Court orders that 10% of the awarded Attorneys' Fees be kept in the
5 Settlement Administrator's trust fund until the completion of the distribution process and Court
6 approval of a final accounting.

7 14. The Settlement Administrator is directed to calculate each Participating Class
8 Member's Individual Settlement Payments from the Net Settlement Amount and issue all
9 payments in accordance with the Settlement Agreement.

10 15. Concurrently with mailing the settlement checks to the Participating Class
11 Members, the Settlement Administrator shall include a Notice of Entry of Judgment to all
12 Participating Class Members either on a postcard or as a detachable portion of the check for the
13 Participating Class Members, noting the following: "Please be advised that on [date] the Superior
14 Court of California for the County of Alameda entered Judgment in the case entitled *Estrada, et*
15 *al. v. HHM Facility Management, LLC*, Case No. RG20078429, on behalf of all Participating
16 Class Members employed by Defendant at any time during the Class Period of October 19, 2016,
17 through August 1, 2021."

18 16. Participating Class Members shall have 180 days from the date of issuance by the
19 Settlement Administrator to present the Settlement check for payment to a financial institution.
20 In the event that a Participating Class Member does not present his/her Settlement check for
21 payment within this time period, the uncashed check along with any interest that has accrued
22 thereon, shall be submitted to Bet Tzedek Legal Services pursuant to Code of Civil Procedure
23 section 384(b).

24 17. A total of thirty-seven (37) individual settlement payment checks, totaling
25 \$11,971.35 were not negotiated within one hundred eighty (180) calendars from the date their
26 issuance. Pursuant to the Settlement, and Code of Civil Procedure section 384(b), the Settlement
27 Administrator shall void these 37 checks and transmit the principal of the checks, plus any
28 interest that has accrued thereon, to Bet Tzedek Legal Services, a non-profit organization

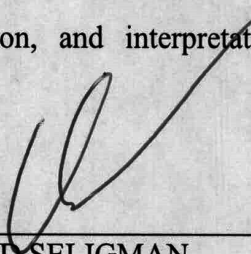
1 engaged in impact litigation to combat economic and social injustice.

2 18. This document shall constitute a Judgment for purposes of California Rule of
3 Court 3.769(h).

4 19. The Court reserves exclusive and continuing jurisdiction over the Action, the Class
5 Representatives, the Participating Class Members, and Defendant for the purposes of supervising
6 the implementation, enforcement, construction, administration, and interpretation of the
7 Settlement Agreement and this Judgment.

8 **IT IS SO ORDERED.**

9 Dated: 10/13, 2022



HON. BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT