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

OSCAR GERARDO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

STRATASYS DIRECT, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 19STCV22290

*[Assigned for All Purposes to Hon. William F.
Highberger, SSC-10]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S ENHANCEMENT
PAYMENT, AND ATTORNEYS' FEES AND
COSTS**

Date: August 10, 2022
Time: 11:00 a.m.
Dept.: SSC-10

Action Filed: November 17, 2020
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on August 10, 2022, pursuant
2 to California Rule of Court 3.769 and this Court's April 14, 2022 Order Granting Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the
4 parties' Joint Stipulation of Class Action and PAGA Settlement and Release (referred to
5 hereinafter as "Settlement" or "Settlement Agreement")¹ and the documents and evidence
6 presented in support thereof, and recognizing the sharply disputed factual and legal issues
7 involved in this case, the risks of further prosecution and the substantial benefits to be received
8 by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that
9 the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-
10 length negotiations between the parties. Good cause appearing therefor, the Court hereby
11 GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement and ORDERS as
12 follows:

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

16 All current and former non-exempt employees who worked for Defendant
17 Stratasys Direct, Inc. in California at any time from November 17, 2016
18 through April 14, 2022.

19 2. Plaintiff Oscar Gerardo is hereby confirmed as Class Representative, and Scott
20 M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of
21 Haines Law Group, APC are hereby confirmed as Class Counsel.

22 3. Notice was provided to the Settlement Class as set forth in the Settlement. The
23 form and manner of notice were approved by the Court on April 14, 2022, and the notice process
24 has been completed in conformity with the Court's Order. Moreover, the Notice to the additional
25 seven Settlement Class members that were inadvertently excluded from the class list has also
26 been completed in conformity with the Court's April 14, 2022 Order. The Court finds that said

27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

notice was the best notice practicable under the circumstances. The Notice of Class Settlement and Fairness Hearing provided due and adequate notice of the proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

4. The Court finds that no Settlement Class member objected to the Settlement, only one Settlement class member has opted out of the Settlement, and that the 99.71% participation rate in the Settlement supports final approval. The name of the one valid opt-out is: James Alexander Meeks.

5. The Court hereby approves the settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according to its terms.

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

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

8. The Court orders that Defendant Stratasys Direct, Inc. deliver the Settlement Amount of \$1,115,000.00 to Phoenix Settlement Administrators, the Settlement Administrator, as provided for in the Settlement.

1 9. The Court finds that the settlement payments, as provided for in the Settlement,
2 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
3 individual payments in conformity with the terms of the Settlement.

4 10. The Court finds that an enhancement payment in the amount of \$5,000.00 for
5 Plaintiff Oscar Gerardo is appropriate for his risks undertaken and service to the Settlement
6 Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the
7 Settlement Administrator make this payment in conformity with the terms of the Settlement.

8 11. The Court finds that attorneys' fees in the amount of \$371,666.66, and actual
9 litigation costs of \$17,817.59 for Class Counsel, are fair, reasonable, and adequate, and orders
10 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
11 the terms of the Settlement.

12 12. The Court orders that the Settlement Administrator shall be paid \$7,000.00 from
13 the Settlement Amount for all of its work done and to be done until the completion of this matter,
14 and finds that sum appropriate.

15 13. The Court finds that the payment to the California Labor & Workforce
16 Development Agency ("LWDA") in the amount of \$75,000.00 for its share of the \$100,000.00
17 settlement of Plaintiff's representative action under the California Labor Code Private Attorneys
18 General Act ("PAGA") is fair, reasonable, and adequate, and orders the Settlement
19 Administrator to distribute this payment to the LWDA in conformity with the terms of the
20 Settlement.

21 14. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
22 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant Stratasys
23 Direct, Inc., separately, and in addition to, the Class Settlement Amount.

24 15. The Court finds and determines that upon satisfaction of all obligations under the
25 Settlement and this Order, all Settlement Class members (except the sole valid opt out, James
26 Alexander Meeks) will be bound by the Settlement, will have released the Released Claims as
27 set forth in the Settlement, and will be permanently barred from prosecuting against Defendant
28

any of the Released Claims pursuant to the Settlement. Specifically, all Participating Class Members will have released or waived the following “Released Class Claims” against the “Released Parties” (i.e., Defendant and all its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Class Claims and/or the Released PAGA Claims, and Defense Counsel of record in the Action):

All claims under state, federal or local law, whether statutory, common law or administrative law, that are pled in the operative Complaint or that could have been pled based on the facts and allegations set forth in the operative Complaint and that arose during the Class Period, including but not limited to claims for failure to pay all minimum wages owed, failure to pay all overtime wages owed, failure to provide meal periods, failure to authorize and permit rest periods, failure to provide accurate, itemized wage statements, failure to pay all wages upon termination of employment, unfair competition and all other alleged violations of the California Business and Professions Code section 17200, et seq. based on the facts and allegations set forth in the operative Complaint and that arose during the Class Period, injunctive relief, punitive damages, liquidated damages, penalties of any nature, interest, fees, including fees under California Code of Civil Procedure section 1021.5, and costs.

Additionally, all Settlement Class Members who were employed by Defendant as a non-exempt employee in California between November 17, 2019 and April 14, 2022 (the “PAGA Period”) will be deemed a PAGA Employee and further be deemed to have released the Released Parties from the following “Released PAGA Claims” upon Defendant’s funding of the settlement:

All claims under the California Private Attorneys General Act of 2004 (“PAGA”) that are pled in the operative Complaint or that could have been pled based on the facts and allegations set forth in the operative Complaint and that arose during the PAGA Period, including but not limited to claims seeking civil penalties under PAGA for failure to pay all minimum wages owed, failure to pay all overtime wages owed, failure to provide meal periods, failure to authorize and permit rest periods, and failure to provide accurate, itemized wage statements, and failure to pay all wages upon termination of employment, including but not limited to claims for violations of California Labor Code sections 201-204, 226, 226.3, 226.7, 510, 512, 558, 1194, and 2698, et seq.

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

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

4 18. The Court will retain jurisdiction to enforce the Settlement, this Final Approval
5 Order, and the Judgment entered in connection with the Settlement.

6 19. The Settlement Administrator shall file a declaration regarding the disbursement
7 of Settlement funds on or before November 22, 2023.

8 **IT IS SO ORDERED.**

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10 Dated: _____, 2022

11 Honorable William F. Highberger
12 Judge of the Superior Court
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