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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. 20STCV44366

*[Assigned for all purposes to the Honorable
William F. Highberger, Dept. SSC-10]*

[PROPOSED] FINAL JUDGMENT

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 the submissions of counsel, the Court hereby ORDERS and
7 enters JUDGMENT as follows:

8 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with
9 the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval
10 of Class Action Settlement. The Settlement Class is defined as:

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

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

17 3. Notice was provided to the Settlement Class as set forth in the Settlement. The
18 form and manner of notice were approved by the Court on April 14, 2022, and the notice process
19 has been completed in conformity with the Court's Order. Moreover, the Notice to the additional
20 seven Settlement Class members that were inadvertently excluded from the class list has also
21 been completed in conformity with the Court's April 14, 2022 Order. The Court finds that said
22 notice was the best notice practicable under the circumstances. The Notice of Class Settlement
23 and Fairness Hearing provided due and adequate notice of the proceedings and matters set forth
24 therein, informed Settlement Class members of their rights, and fully satisfied the requirements
25 of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

26
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.

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

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

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

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

20 8. The Court finds that the settlement payments, as provided for in the Settlement,
21 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
22 individual payments in conformity with the terms of the Settlement.

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

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

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

8 12. The Court finds that the payment to the California Labor & Workforce
9 Development Agency (“LWDA”) in the amount of \$75,000.00 for its share of the \$100,000.00
10 settlement of Plaintiff’s representative action under the California Labor Code Private Attorneys
11 General Act (“PAGA”) is fair, reasonable, and adequate, and orders the Settlement
12 Administrator to distribute this payment to the LWDA in conformity with the terms of the
13 Settlement.

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

17 14. Upon the Date on which the full payment of the Gross Settlement Amount and
18 associated employer-side taxes are made by Defendant, by virtue of this Judgment, Plaintiff and
19 all Settlement Class Members (except the sole valid opt out, James Alexander Meeks) shall
20 waive, release, discharge Defendant and all its present and former parent companies,
21 subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors,
22 employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which
23 could be liable for any of the Released Class Claims and/or the Released PAGA Claims, and
24 Defense Counsel of record in the Action (“Released Parties”) from all claims under state, federal
25 or local law, whether statutory, common law or administrative law, that are pled in the operative
26 Complaint or that could have been pled based on the facts and allegations set forth in the
27 operative Complaint and that arose during the Class Period, including but not limited to claims
28

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. (“Released Claims”)

15. In addition to the release of Released Claims against the Released Parties made by all Participating Class Members, upon the date on which the full payment of the Gross Settlement Amount and associated employer-side taxes are made by Defendant, 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”) shall be deemed to have released all claims under 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. In addition to the release of the Released Class Claims against the Released Parties made by all Participating Class Members and the release of the Released PAGA Claims against the Released Parties made by all PAGA Employees, as set forth above, Plaintiff, in his individual capacity, agrees to release the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, arising as of the date of execution of this Agreement including but not

1 limited to claims arising from or related to his employment with Defendants and his
2 compensation while an employee of Defendant ("Plaintiff's Released Claims"). Plaintiff's
3 Released Claims include, but are not limited to, all of the Released Claims and any other claims
4 arising under the California Labor Code; any claim arising out of the California common law of
5 contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and federal common law; all
6 claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and
7 attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment,
8 and wrongful termination, including but not limited to, 42 U.S.C. section 1981, Title VII of the
9 Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in
10 Employment Act, the California Fair Employment and Housing Act, the California Labor Code,
11 and the law of contract and tort. This release excludes the release of claims not permitted by law
12 including, without limitation, any claims for workers' compensation benefits.

13 Plaintiff's Released Claims include all claims, whether known or unknown. Even if
14 Plaintiff discovers facts in addition to or different from those that he now knows or believes to be
15 true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain
16 released and forever barred. To effect a full and complete general release as described above,
17 Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil
18 Code of the State of California, and does so understanding and acknowledging the significance
19 and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State
20 of California states as follows:

21 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
22 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
23 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
24 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
25 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
26 **DEBTOR OR RELEASED PARTY.**

27 17. The Releases identified herein shall be null and void if Defendant fails to fully fund
28 the settlement.

1 18. This document shall constitute a final judgment pursuant to California Rule of
2 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
3 approval hearing, the court must make and enter judgment. The judgment must include a
4 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
5 judgment. The court may not enter an order dismissing the action at the same time as, or after,
6 entry of judgment.”

7 19. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
8 Order, and this Judgment.

9 **JUDGMENT IS SO ENTERED.**

10
11 Dated: _____, 2022

Honorable William F. Highberger
Judge of the Superior Court