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

REVERIANO DIAZ, 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;

Plaintiff,

vs.

101 PHOENIX, INC., a California
corporation; and DOES 1 through 100,
inclusive,
Defendants.

Case No.: 20STCV36090

Honorable Carolyn B. Kuhl
Department SSC-12

CLASS ACTION

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

Date: October 6, 2022
Time: 10:30 a.m.
Department: SSC-12

Complaint Filed: September 22, 2020
FAC Filed: January 11, 2021
Trial Date: None Set

1 This matter has come before the Honorable Carolyn B. Kuhl in Department SSC-12 of the
2 above-entitled Court, located at 312 North Spring Street, Los Angeles, CA 90012, on Plaintiff
3 Reveriano Diaz’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement, Attorneys’
4 Fees, Costs, and Enhancement Payment (“Motion for Final Approval”). Lawyers *for* Justice, PC
5 appeared on behalf of Plaintiff, and Sheppard, Mullin, Richter & Hampton LLP appeared on behalf
6 of Defendant 101 Phoenix, Inc. (“Defendant”).

7 On May 2, 2022, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
9 of the above-entitled action (“Action”) in accordance with the First Amended Stipulation and
10 Settlement of Class Action and Private Attorneys General Act Representative Claims
11 (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together with the exhibits
12 annexed thereto, set forth the terms and conditions for settlement of the Action.

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

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

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

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

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

25 All current and former non-exempt hourly employees who were employed by
26 Defendant 101 Phoenix, Inc. in the State of California at any time during the
27 period from September 22, 2016 through October 1, 2021 (“Class” or “Class
Members”).

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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 Plaintiff’s 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 and requests for exclusion from the Settlement submitted by Class
20 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance
21 with the Settlement Agreement and 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 (“Participating Class Member”) are bound by this Final Approval
27 Order and Judgment.
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1 7. The Court finds that payment of Settlement Administration Costs in the amount of
2 \$6,200.00 is appropriate for the services performed and costs incurred and to be incurred for the
3 notice and settlement administration process. It is hereby ordered that the Settlement
4 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$6,200.00, in
5 accordance with the terms and methodology set forth in Settlement Agreement.

6 8. The Court finds that the Class Representative Enhancement Payment sought is fair
7 and reasonable for the work performed by Plaintiff on behalf of the Class. It is hereby ordered
8 that the Settlement Administrator issue payment in the amount of \$7,500.00 to Plaintiff Reveriano
9 Diaz for his Class Representative Enhancement Payment, according to the terms and methodology
10 set forth in the Settlement Agreement.

11 9. The Court finds that the allocation of \$40,000.00 toward penalties under the
12 California Private Attorneys General Act of 2004 (“PAGA penalties”), is fair, reasonable, and
13 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
14 penalties as follows: the amount of \$30,000.00 to the California Labor and Workforce
15 Development Agency, and the amount of \$10,000.00 to be included in the Net Settlement Amount
16 for distribution to Participating Class Members, according to the terms and methodology set forth
17 in the Settlement Agreement.

18 10. The Court finds that the request for attorneys’ fees in the amount of \$91,413.00 to
19 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
20 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
21 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
22 amount of \$91,413.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
23 methodology set forth in the Settlement Agreement.

24 11. The Court finds that reimbursement of litigation costs and expenses in the amount
25 of \$20,775.15 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
26 Settlement Administrator issue payment in the amount of \$20,775.15 to Class Counsel for
27 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
28 forth in the Settlement Agreement.

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

4 13. It is hereby ordered that Defendant shall deposit the Gross Settlement Amount into
5 an account established by the Settlement Administrator within ten (10) calendar days after the
6 Effective Date, in accordance with the terms and methodology set forth in the Settlement
7 Agreement.

8 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
9 Settlement Payments to the Participating Class Members within fourteen (14) calendar days after
10 Defendant funds the Gross Settlement Amount, according to the methodology and terms set forth
11 in the Settlement Agreement.

12 15. Each check issued to a Participating Class Member for his or her Individual
13 Settlement Payment shall be valid for a period of one hundred and eighty (180) calendar days from
14 the date of issuance of the check, and after this time period, the check(s) shall be cancelled. The
15 funds associated with checks issued to Participating Class Members that have not been cashed or
16 deposited within the 180-day period shall be transmitted to the Controller of the State of California
17 to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the
18 benefit of those Class Members whose check is cancelled, until such time that they claim their
19 property.

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

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

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6 Dated: _____

HONORABLE CAROLYN B. KUHL
JUDGE OF THE SUPERIOR COURT