

SULLIVAN EMPLOYMENT LAW P.C.

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Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

ELLIOT MORALES, an individual, on
behalf himself and all others similarly
situated,

Plaintiff,

v.

SMITHS INTERCONNECT, INC., a
Delaware Corporation; SMITHS
INTERCONNECT AMERICAS, INC., a
Delaware Corporation; TRAK
MICROWAVE CORPORATION, a
Delaware Corporation; TECOM
INDUSTRIES, INCORPORATED, a
California Corporation; and DOES 1 TO 50,
Defendants.

Case No. 56-2021-00549907-CU-OE-VTA

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL FOR CLASS
ACTION SETTLEMENT**

Date: May 19, 2023

Time: 8:30 a.m.

Dept: 43

Judge: Hon. Benjamin F. Coates

Action Filed: January 28, 2021

Trial Date: None Set

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1. All terms used in this order shall have the same meanings given as those terms are used and/or defined in the parties' Settlement Agreement and Plaintiff's Notice of Motion and Motion for Final Approval of Class Action Settlement.

2. The Court has personal jurisdiction over Plaintiff Elliot Morales ("Plaintiff") and Defendants Smiths Interconnect, Inc., Smiths Interconnect Americas, Inc., Trak Microwave Corporation, and Tecom Industries, Incorporated ("Defendants") (collectively, the "Parties") to this litigation and subject matter jurisdiction to approve this Settlement and all exhibits thereto.

3. For settlement purposes only, the Court finally certifies the Class, as defined in the Motion and the Settlement and as follows: "*all current and former non-exempt employees in the State of California employed by Smiths Interconnect, Inc. or its predecessors from January 28, 2017, through December 16, 2022.*" The Court deems this definition sufficient for the purpose of rule 3.765(a) of the California Rules of Court, and solely for the purpose of effectuating the Settlement.

4. The Court finds that an ascertainable class of 78 class members exists and a well-defined community of interest exists on the questions of law and fact involved because in the context of the Settlement: **(i)** all related matters, predominate over any individual questions; **(ii)** the claims of the Plaintiff are typical of claims of the Class Members; and **(iii)** in negotiating, entering into and

1 implementing the Settlement, Plaintiff and Plaintiff's counsel have fairly and adequately represented and
2 protected the interest of the Class Members.

3 5. The Court is satisfied that CPT Group, Inc., which was appointed as the Settlement
4 Administrator, completed the distribution of Class Notice to the Class in a manner that comports with
5 California Rule of Court 3.766. The Class Notice informed the prospective Class Members of the
6 Settlement terms, their rights under the settlement and receive their settlement share, their rights to
7 submit a request for exclusion, their rights to comment on or object to the Settlement, and their rights to
8 appear at the Final Approval and Fairness Hearing, and be heard regarding approval of the Settlement.
9 A sufficient period of time to respond and to act was provided for each of these procedures. No Class
10 Members filed written objection to the Settlement as part of this notice process and no Class Members
11 appeared at the Final Approval and Fairness Hearing.

12 6. No Class Members submitted requests to excluded themselves from the settlement.

13 7. The Court hereby approves the terms set forth in the Settlement Agreement and finds that
14 the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and compliant
15 with all applicable requirements of the California Code of Civil Procedure, the California and United
16 States Constitutions, including the Due Process clauses, the California Rules of Court, and any other
17 applicable law, and in the best interests of each of the Parties and Class Members.

18 8. The Court directs the Parties to effectuate the Settlement Agreement according to its
19 terms and declares the Settlement Agreement to be binding on all Class Members who did not exclude
20 themselves.

21 9. The Court finds that the Settlement Agreement has been reached as a result of informed
22 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted
23 extensive investigation and research, and their attorneys were able to reasonably evaluate their
24 respective positions.

25 10. The Court also finds that the Settlement now will avoid additional and potentially
26 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case.
27 Additionally, after considering the monetary recovery provided as part of the Settlement in light of the
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1 challenges posed by continued litigation, and Court concludes that Class Counsel secured significant
2 relief for Class Members.

3 11. The Settlement Agreement is not an admission by Defendant, nor is this order a finding
4 of the validity of any allegations or of any wrongdoing by Defendant.

5 12. The Court appoints Plaintiff Elliot Morales as Class Representative and finds him to be
6 adequate.

7 13. The Court appoints Martin Sullivan of Sullivan Employment Law PC as Class Counsel
8 and finds him to be adequate, experienced, and well-versed in class action litigation.

9 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
10 \$422,500.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class and to
11 each Class Member, and the Courts grants final approval of the Settlement set forth in the Settlement
12 Agreement, subject to this order.

13 15. The Court approves the following allocations, which fall within the ranges stipulated by
14 and through the Settlement Agreement:

15 A. The Court awards \$7,000.00 to CPT Group, Inc., the Settlement Administrator,
16 and finds this amount to be fair and reasonable. The Court grants final approval of it and orders the
17 Parties to make the payment to the Settlement Administrator in accordance with the Agreement.

18 B. The Court awards \$140,833.33 to Class Counsel as attorneys' fees and finds this
19 amount to be fair and reasonable in light of the benefit obtained for the Class. The Court grants final
20 approval of, awards, and orders the Class Counsel fees payment to be made as described in this order.

21 C. The Court awards \$4,950.13 in litigation costs, an amount which the Court finds
22 to be reflective of the reasonable costs incurred. The Court grants final approval of, and orders the
23 Class Counsel litigation expenses payment in this amount to be made in accordance with the Settlement
24 Agreement.

25 D. The Court awards \$10,000.00 to the class representative as service award
26 payment requested by Plaintiff Elliot Morales. The Court finds the amount of this incentive award to be
27 fair and reasonable under the circumstances. The Court grants final approval of, and orders the class
28 representatives' payment to be made, in accordance with the Settlement Agreement.

1 E. The Court approves the \$50,000.00 allocation for penalties under the Labor Code
2 Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$37,500.00) to be paid to the
3 California Labor and Workforce Development Agency in accordance with the terms of the Settlement
4 Agreement and the remainder to the Class.

5 16. The Court orders the Parties to comply with and carry out all terms and provisions of the
6 Settlement, to the extent that the terms thereunder do not contradict with this order, in which case the
7 provisions of this order shall take precedence and supersede the Settlement.

8 17. Nothing in the Settlement or this order purports to extinguish or waive Defendants' rights
9 to continue to oppose the merits of the claims in this action or class treatment of these claims in this case
10 if the Settlement fails to become final or effective, or in any other case without limitation.

11 18. All Class Members shall be bound by the Settlement and this order, including the release
12 of claims as set forth in the Settlement Agreement.

13 19. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
14 provided in this order and the Settlement Agreement.

15 20. Any envelope transmitting a settlement distribution to a class member shall bear the
16 notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

17 21. If (i) any of the class members are current employees of the defendant, (ii) the
18 distribution mailed to those employees is returned to the administrator as being undeliverable, and (iii)
19 the administrator is unable to locate a valid mailing address, the administrator shall arrange with the
20 defendant to have those distributions delivered to the employees at their place of employment.

21 22. All checks mail to the Class Members must be cashed within one hundred eighty (180)
22 days after mailing. If a Class Member fails to cash his/her check by the deadline, then the Settlement
23 Administrator shall submit such funds to the California State Controller's Office Unclaimed Property
24 Fund under the procedures provided for by Code of Civil Procedure section 1300, *et seq.* The Court
25 finds that this meets the requirements of Code of Civil Procedure section 384.

26 23. Within 20 days of this order, the Settlement Administrator shall give notice of judgment
27 to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of
28 this order and final judgment on its website.

24. The Court retains continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of **(a)** enforcing the Settlement Agreement, **(b)** addressing settlement administration matters, and **(c)** addressing such post-judgment matters as may be appropriate under court rules or applicable law.

25. Plaintiff shall file with the Court a report regarding the status of distribution within 180 days after all funds have been distributed.

26. This final judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. This final judgment resolves and extinguishes all claims released by the Settlement Agreement against Defendant.

27. The Court hereby sets a hearing date of _____, 202__, at _____m. in Department CX105 for a hearing on the final accounting regarding distribution of the settlement funds.

Date: _____

Hon. Benjamin F. Coates

Judge of the Superior Court

County of Ventura