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VENTURA SUPERIOR COURT

05/6/24

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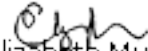
Attorneys for Plaintiffs

VENTURA SUPERIOR COURT

FILED

07/29/2024

Brenda L. McCormick
Executive Officer and Clerk


Elizabeth Muller

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

IVAN OCHOA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

MEGGITT SAFETY SYSTEMS, INC., a
California corporation; and DOES 1 through
100,

Defendants.

Case No. 56-2021-00555117-CU-OE-VTA

*[Assigned for all purposes to Hon. Benjamin
Coats, Dept. 43]*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: July 24, 2024
Time: 8:30 a.m.
Dept.: 43

Complaint Filed: January 29, 2021
Trial Date: None Set

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1. Final judgment is hereby entered in conformity with the Settlement Agreement and this Final Approval Order.
2. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, the following Settlement Class:

All current and former non-exempt employees employed by Defendant Meggitt Safety Systems, Inc. in California from August 4, 2016 through January 10, 2024 (the “Class Period”).
3. Plaintiffs are hereby confirmed as Class Representatives. Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC are hereby confirmed as Class Counsel.
4. On February 23, 2024, notice was provided to Settlement Class members as set forth in the Settlement, which was approved by the Court on January 10, 2024, and the notice process has been completed in conformity with the Settlement and the Court’s Preliminary Approval Order. The Court finds that said notice was the best notice practicable under the circumstances. The Class Notice 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.

5. The Court finds that no Settlement Class member objected to the Settlement, that only one (1) Settlement Class member opted out of the Settlement, and that the 99.85% participation rate in the Settlement supports final approval.

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

7. 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 Representatives are typical of the claims of the Settlement Class members; (d) the Class Representatives have 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.

8. The Court finds that given the absence of objections to the Settlement, this Order shall be considered final as of the date of entry.

9. The Court finds that the Service Awards, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the Service Awards in conformity with the terms of the Settlement.

10. The Court orders Defendant Meggitt Safety Systems, Inc. ("Defendant") to deposit the Gross Settlement Amount of \$5,084,608.72 with the Settlement Administrator, Phoenix Settlement Administrators, within forty-five (45) calendar days of the Effective Date, in accordance with the terms of the Settlement Agreement.

11. The Court finds that Service Awards in the amount of \$15,000.00 to Plaintiff Ochoa and \$7,500.00 to Plaintiff Caplinger (totaling \$22,500.00) are appropriate for Plaintiffs'

1 risks undertaken and their service to the Settlement Class. The Court finds that these payments
2 are fair, reasonable, and adequate, and orders that the Settlement Administrator make these
3 payments in conformity with the terms of the Settlement.

4 12. The Court finds that attorneys' fees in the amount of \$1,694,869.57 and litigation
5 costs of \$63,779.28 for Class Counsel are fair, reasonable, and adequate in light of the common
6 fund created by the Settlement, and orders that the Settlement Administrator distribute these
7 payments to Class Counsel in conformity with the terms of the Settlement.

8 13. The Court orders that the Settlement Administrator shall be paid \$11,500.00 from
9 the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work
10 done and to be done until the completion of this matter and finds that sum appropriate.

11 14. The Court finds that the payment to the California Labor & Workforce
12 Development Agency ("LWDA") in the amount of \$225,000.00 for its share of the settlement of
13 Plaintiffs' representative claim under the PAGA is fair, reasonable, and adequate, and orders the
14 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
15 of the Settlement.

16 15. This Court orders that any settlement checks shall be negotiable for 180 calendar
17 days from the date of issuance of the check, and that any settlement checks that remain uncashed
18 after 180 days after they are mailed shall be placed in a *cy pres* fund and shall be paid in the form
19 of a donation to the Boys & Girls Club of Greater Ventura.

20 16. Upon the Effective Date and Defendant's complete funding of the Gross
21 Settlement Amount, Plaintiffs and Settlement Class members, except for the Settlement Class
22 member who timely requested exclusion, will fully release and discharge Defendant and Parker-
23 Hannifin Corporation, and any of their respective former and present predecessors, successors,
24 affiliates, subsidiaries, parent companies, employees, insurers, agents, consultants, legal
25 representatives, and any other related entities, and each of their past, present and future officers,
26 shareholders, owners, members, directors, partners, agents, managers, lawyers, employees,
27 assigns, insurers, predecessors-in-interest, successors-in-interest, and underwriters (collectively
28 the "Released Parties") from all claims, demands, rights, liabilities, obligations, guarantees,

1 penalties, costs, expenses, attorney’s fees, damages, liquidated damages, actions, and causes of
2 action of whatever kind or nature, whether known or unknown, contingent or accrued, of every
3 nature and description arising during the Class Period arising from, or reasonably related to the
4 allegations that were pled in the operative Third Amended Class and Representative Action
5 Complaint (“TAC”) or could have been asserted in the TAC or Plaintiffs’ Amended PAGA Notice
6 based on the facts, circumstances, and claims asserted therein, and that arose during the Class
7 Period, including without limitation statutory, constitutional, contractual, or common law claims
8 for wages, damages, unpaid costs, penalties, liquidated damages, interest, restitution, equitable
9 relief, or any other relief, including but not limited to claims or relief arising under the California
10 wage orders (including but not limited to Wage Orders 4 and 5 of the Industrial Welfare
11 Commission (8 Cal. Code Regs. Sections 11010, et seq.)), the California Labor Code, including
12 but not limited to Labor Code §§ 201, 202, 203, 204, 212, 213, 218.6, 226, 226.3, 226.7, 510,
13 512, 558, 558.1, 1174, 1174.5, 1175, 1194, 1197.1, 1198, 1199, 2802 - 2804, California Business
14 & Professions Code (including but not limited to Business & Professions Code section 17200),
15 California Code of Civil Procedure, claims for failure to pay all overtime wages, failure to provide
16 meal periods as required by law, failure to provide rest periods as required by law, failure to
17 provide accurate, itemized wage statements, all claims for unfair business practices that could
18 have been premised on the facts, claims, causes of action or legal theories of relief pled in the
19 Action, failure to timely pay all wages due during employment or upon separation of employment,
20 failure to pay all minimum wages; failure to pay using a compliant instrument, and failure to
21 reimburse for all necessary business expenditures (the “Class Released Claims”). The period of
22 the Class Released Claims shall extend to the limits of the Class Period. In addition, all Settlement
23 Class members who worked for Defendant at any time from February 1, 2020 through January
24 10, 2024 (the “PAGA Period”) shall, for the purposes of this Settlement, be deemed “Aggrieved
25 Employees” pursuant to PAGA and shall release the Released Parties from all claims for civil
26 penalties under PAGA arising during the PAGA Period alleged in, or which could have been
27 asserted based on the facts, circumstances, and claims asserted in, the Amended PAGA Notice
28 (“the PAGA Released Claims”).

17. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h), which provides, “If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this Judgment.

18. Plaintiffs shall file a Final Disbursement Declaration on or before July 24, 2025.

~~A Non-Appealance Case Review Re: Filing of Final Disbursement Declaration is set for~~
~~_____, 2025 at _____.~~

IT IS SO ORDERED.

Dated: 07/24/2024


Honorable Benjamin Coats
Judge of the Superior Court