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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

EDUARDO CHINA, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

SOUTHWESTERN INDUSTRIES, INC., an
unknown business entity; and DOES 1
through 100 inclusive,

Defendants.

Case No. 21STCV11874 (lead)
(*Consolidated with Case No. 21CMCV00123*)

Honorable William F. Highberger
Department SSC-10

CLASS ACTION

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

Date: June 17, 2024
Time: 10:00 a.m.
Department: SSC-10

Complaint Filed: March 26, 2021
Trial Date: None Set

1 This matter has come before the Honorable William F. Highberger in Department SSC-10
2 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, on
3 Plaintiff Eduardo China's ("Plaintiff") Motion for Final Approval of Class Action Settlement,
4 Attorneys' Fees and Costs, and Class Representative Enhancement ("Motion for Final Approval").
5 Lawyers for Justice, PC appears as counsel for Plaintiff Eduardo China ("Plaintiff"), individually
6 and on behalf of all others similarly situated and other aggrieved employees and Stradley Ronon
7 Stevens & Young, LLP appears as counsel for Defendant Southwestern Industries, Inc.,
8 ("Defendant").

9 On January 18, 2024, the Court entered the Order Granting Preliminary Approval of Class
10 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
11 of the above-entitled action in accordance with the Joint Stipulation of Settlement and Release
12 ("Settlement," "Agreement," or "Settlement Agreement"), which, together with the exhibits
13 annexed thereto, set forth the terms and conditions for settlement of the Action.

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

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

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

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

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

26 All current and former hourly-paid or non-exempt employees of Defendant in the
27 State of California employed at any time during the
28 period of time from March 26, 2017 through October 31, 2022. ("Class" or "Class
Members").

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 Class Settlement; was the best notice practicable under the circumstances; was
5 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
6 State of California, the United States Constitution, due process and other applicable law. The Class
7 Notice fairly and adequately described the Settlement and provided the Class Members with
8 adequate 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 the Class Settlement submitted by Class Members. Accordingly, the
20 Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement
21 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 Class Settlement. Accordingly, the Court determines that all Class Members who did not
26 timely and validly opt out of the Class Settlement (“Participating Class Members”) are bound by
27 the Class Settlement and this order and judgment (“Final Approval Order and Judgment”), and the
28 State of California and all current and former hourly-paid or non-exempt employees of Defendant

1 within the State of California at any time during the period from March 16, 2020 through October
2 31, 2022 (“Aggrieved Employees”) are bound by the PAGA Settlement and this Final Approval
3 Order and Judgment.

4 7. The Court finds that no Class Members have opted out of the Class Settlement.

5 8. The Court finds that payment of Settlement Administration Expenses in the amount
6 of \$7,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
7 notice and settlement administration process. It is hereby ordered that the Settlement
8 Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount of
9 \$7,000.00, in accordance with the terms and methodology set forth in Settlement Agreement.

10 9. The Court finds that the Class Representative Enhancement sought is fair and
11 reasonable for the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the
12 Settlement Administrator issue payment in the amount of \$10,000.00 to Plaintiff Eduardo China
13 for his Class Representative Enhancement, according to the terms and methodology set forth in
14 the Settlement Agreement.

15 10. The Court finds that the allocation of \$300,000.00 toward penalties under the
16 California Private Attorneys General Act of 2004 (“PAGA Penalty Amount”), is fair, reasonable,
17 and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
18 Penalty Amount as follows: the amount of \$75,000.00 to the California Labor and Workforce
19 Development Agency, and the amount of \$225,000.00 to Aggrieved Employees on a *pro rata*
20 basis, according to the terms and methodology set forth in the Settlement Agreement.

21 11. The Court finds that the request for attorneys’ fees in the amount of \$633,333.33 to
22 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
23 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
24 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
25 amount of \$633,333.33 to Class Counsel for attorneys’ fees, in accordance with the terms and
26 methodology set forth in the Settlement Agreement.

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1 12. The Court finds that reimbursement of litigation costs and expenses in the amount
2 of \$14,931.53 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
3 Settlement Administrator issue payment in the amount of \$14,931.53 to Class Counsel for
4 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
5 forth in the Settlement Agreement.

6 13. The Court hereby enters Judgment by which Participating Class Members shall be
7 conclusively determined to have given a release of any and all Released Class Claims against the
8 Released Parties, and all Aggrieved Employees shall be conclusively determined to have given a
9 release of any and all Released PAGA Claims, as set forth in the Settlement Agreement and Class
10 Notice.

11 14. It is hereby ordered that Defendant shall deposit the Total Settlement Amount of
12 \$1,900,000.00 and the employer's share of payroll taxes and contributions with respect to the wage
13 portion of Individual Settlement Shares into an account established by the Settlement
14 Administrator within thirty (30) calendar days after the Effective Date, in accordance with the
15 terms and methodology set forth in the Settlement Agreement.

16 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
17 Settlement Payments to the Participating Class Members within seven (7) calendar days after
18 Defendant funds the Total Settlement Amount, according to the methodology and terms set forth
19 in the Settlement Agreement.

20 16. It is hereby ordered that the Settlement Administrator shall distribute Individual
21 PAGA Payments to Aggrieved Employees within seven (7) calendar days after Defendant funds
22 the Total Settlement Amount, according to the methodology and terms set forth in the Settlement
23 Agreement.

24 17. Each check issued to a Participating Class Member and/or Aggrieved Employee for
25 his or her Individual Class Payment and/or Individual PAGA Payment shall be valid for a period
26 of one hundred and eighty (180) calendar days from the date of issuance of the check, and after
27 this time period, the check(s) shall be cancelled. The funds associated with checks issued to
28 Participating Class Members and Aggrieved Employees that have not been cashed or deposited

1 within the 180-day period shall be transmitted to the California Controller's Unclaimed Property
2 Fund in the name of the Participating Class Member or Aggrieved Employee.

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

8 19. Notice of entry of this Final Approval Order and Judgment shall be given to the
9 Class Members and Aggrieved Employees by posting a copy of the Final Approval Order and
10 Judgment on Phoenix Settlement Administrator's website for a period of at least sixty (60)
11 calendar days after the date of entry of this Final Approval Order and Judgment. Individualized
12 notice is not required.

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14 Dated: _____

HONORABLE WILLIAM F. HIGHBERGER
JUDGE OF THE SUPERIOR COURT