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**SUPERIOR COURT OF STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE—CIVIL COMPLEX CENTER**

VICTOR ERAZO, as an individual, and on  
behalf of other similarly situated employees,

Plaintiff,  
vs.

UNI-CAPS, LLC., a California corporation;  
and DOES 1 through 50, inclusive,

Defendant.

Case No.: 30-2021-01193402-CU-OE-CXC

Assigned for all purposes to:  
Hon. Randall J. Sherman  
Dept. CX-105

**[PROPOSED] ORDER AND JUDGMENT**

**TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

The Motion for Final Approval of Class Action Settlement came before this Court, the Honorable Randall J. Sherman presiding, on January 31, 2025. The Court having considered the papers submitted in support of the Motion, HEREBY ORDERS, ADJUDGES AND DECREES:

1. All terms used herein shall have the same meaning as defined in the Joint Stipulation of Settlement (the “Settlement Agreement”).

2. Consistent with the definitions provided in the Settlement Agreement, Settlement Class shall mean all current and former non-exempt employees who or were employed by Defendants in California at any time between April 1, 2020 to March 23, 2023.

3. The Settlement Class is properly certified as a class for settlement purposes only.

4. The Notice Packet provided to the Settlement Class Members conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Notice Packet fully satisfied the requirements of due process.

5. The Settlement Agreement was entered into in good faith, that the settlement is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

6. No Settlement Class Members have excluded itself or objected to the terms of the Settlement.

7. Upon entry of this Judgment, payment to the Participating Settlement Class Members shall be effectuated pursuant to the terms of the Settlement Agreement.

8. In addition to any recovery that the Plaintiff may receive under the Settlement Agreement as a Settlement Class Member, and in recognition of each Plaintiff’s efforts on behalf of the Settlement Class, the Court hereby approves the payment of a service fee award to Plaintiff in the amount of \$5,000.

1           9.       The Court approves the payment of attorneys' fees to Class Counsel in the sum of  
2 \$91,575.00 and the reimbursement of litigation expenses in the sum of \$15,062.56.

3           10.      The Court approves and orders payment in the amount of \$6,250 to ILYM Group, Inc.,  
4 for performance of its settlement administration services.

5           11.      Plaintiff has satisfied its requirement to notify the State of California Labor &  
6 Workforce Development Agency of this Settlement and hereby approves the settlement of claims  
7 under the Labor Code Private Attorneys General Act of 2004 (California Labor Code section 2698 *et*  
8 *seq.*) in the total amount of \$35,000. The Court orders payment in the amount of \$26,250 to the State  
9 of California Labor & Workforce Development Agency in compromise of claims under the Labor  
10 Code Private Attorneys General Act of 2004 (California Labor Code section 2698 *et seq.*).

11          12.      In accordance with California Rule of Court 3.771(b), the Parties shall give notice of this  
12 Judgment to all Settlement Class Members through the website established by the Settlement  
13 Administrator for this Settlement Agreement.

14          13.      Upon entry of Judgment of the Settlement, and upon the satisfaction of Defendant's  
15 obligation to provide to the Settlement Administrator the Maximum Settlement Amount pursuant to the  
16 Settlement Agreement, Plaintiff and each Settlement Class Members have released the Released Parties of  
17 their Released Claims.

18          14.      Upon entry of Judgment of the Settlement, and upon the satisfaction of Defendants'  
19 obligation to provide to the Settlement Administrator the Maximum Settlement Amount pursuant to the  
20 Settlement Agreement, the Labor Workforce & Development Agency, Plaintiff and the PAGA Group  
21 Members have released the Released Parties of their Released Claims which occurred during the PAGA  
22 Period.

23          15.      The Court sets a compliance hearing set for November 21, 2025 at 9:00 a.m. in  
24 Department CX105 of the Orange County Superior Court, as to the status of compliance with this  
25 Judgment and the tasks required of the Parties pursuant to the terms of the Settlement Agreement.

26          16.      No later than November 7, 2025, the Parties shall file a declaration stating that all claims  
27 have been paid and that the terms of the Settlement Agreement have been completed. In the event that any  
28 un-cashed or abandoned checks must be distributed to the State Controller Unclaimed Property Fund, in

1 the name of the Class Member for whom the funds are designated, following the check negotiation  
2 period, the Settlement Administrator will cancel the tax documents associated with those un-cashed or  
3 abandoned checks.

4 17. This Judgment is intended to be a final disposition of the Actions in their entirety, and  
5 is intended to be immediately appealable.

6 18. Plaintiff shall give notice of this Judgment Approving Class Action Settlement.

7 19. In accordance with and for the reasons stated in the Final Approval Order, this  
8 Judgment shall be entered whereby the Plaintiff, all Settlement Class Members, PAGA Members, and  
9 the Labor Workforce & Development Agency shall take nothing from Defendants, except as expressly  
10 set forth in the Settlement Agreement.

11 20. Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the  
12 California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action,  
13 the Plaintiff, Settlement Class Members, and Defendants, for the purposes of:

- 14 (a) supervising the implementation, enforcement, construction, and interpretation of the  
15 Settlement Agreement, the Preliminary Approval Order, the plan of allocation, the Final  
16 Approval Order, and the Judgment; and  
17 (b) supervising distribution of amounts paid under this Settlement Agreement.

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19 **IT IS SO ORDERED.**

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21 Dated: \_\_\_\_\_

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22 Hon. Randall J. Sherman  
23 Judge of the Superior Court  
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