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on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JESUS DIAZ and HECTOR GARCIA on behalf
of themselves and all others similarly situated,

Plaintiffs,

vs.

CAL PLATE, INC. a California corporation,
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 20STCV00696

ASSIGNED FOR ALL PURPOSES TO:
Judge: Hon. Elihu M. Berle
Dept.: 6

**[PROPOSED] ORDER AND
JUDGMENT GRANTING FINAL
APPROVL OF CLASS ACTION
SETTLEMENT.**

[PROPOSED] ORDER

This Court having considered Plaintiffs Jesus Diaz and Hector Garcia's Motion for Final Approval of Class Action Settlement, and all legal authorities and documents submitted in support thereof, including the Stipulation of Class and PAGA Settlement ("Settlement Agreement"), and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Motion for Final Approval of Class Action Settlement is GRANTED, subject to the following findings and orders:

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this litigation and over the Parties to this litigation, including all Class Members.

1 3. Final approval shall be with respect to the Class. The Class is defined as: all persons
2 who are or were employed by Defendant as non-exempt, hourly-paid employees in California from
3 January 8, 2016, through February 14, 2022 (“Class Members”).

4 4. The distribution of the Notice of Proposed Class Action Settlement (“Class Notice”)
5 has been completed. The Class Notice provided adequate notice, of the proceedings and about the
6 case, including the proposed settlement terms as set forth in the Settlement Agreement. The Class
7 Notice fully satisfied due process requirements. The Class Notice was sent via U.S. Mail to all
8 persons entitled to such notice and to all Class Members who could be identified through reasonable
9 effort. As executed, the Class Notice was the best notice practicable under the circumstances.

10 5. The Court hereby approves the terms set forth in the Settlement Agreement and finds
11 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the
12 Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the
13 Settlement Agreement has been reached as a result of informed and non-collusive arm’s-length
14 negotiations. The Court further finds that the Parties have conducted extensive investigation and
15 research, and their attorneys were able to reasonably evaluate their respective positions. The Court
16 also finds that settlement now, will avoid additional and potentially substantial litigation costs, as
17 well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the
18 monetary recovery being provided as part of the Settlement and recognizes the significant value
19 accorded to Class Members.

20 6. The Settlement Agreement is not an admission by Defendant nor is this Order a
21 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the
22 Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the
23 Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
24 wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

25 7. Defendant shall pay the Participating Class Members pursuant to the procedure
26 described in the Settlement Agreement and Class Notice.

27 8. The Court confirms Named Plaintiffs, Jesus Diaz and Hector Garcia, as Class
28 Representatives and hereby approves the class representative enhancement payment of \$6,000 each

1 for their services to the Class. The Court finds that this amount is fair and reasonable in light of
2 Plaintiffs' contribution to this litigation. The payment of the Class Representatives enhancement
3 shall be made in accordance with the terms of the Settlement Agreement.

4 9. The Court hereby confirms James R. Hawkins and Isandra Fernandez from the law
5 firm James Hawkins APLC as Class Counsel for the Class.

6 10. The Court hereby awards attorneys' fees in the amount of One Hundred Seventeen
7 Thousand Dollars (\$117,000) in attorneys' fees (i.e., 33.33% of the Gross Settlement Amount of
8 \$350,000) and costs and expenses of Thirteen Thousand One-Hundred Seventy Dollars and Sixteen
9 (16) cents (\$13,170.16) to Class Counsel. The Court finds that the attorneys' fees and costs
10 requested were reasonable in light of the relevant factors under California law. The payment of fees
11 and costs to Class Counsel shall be made in accordance with the terms of the Settlement Agreement.

12 11. The Court grants final approval of the payment of Fifteen Thousand Dollars (\$15,000.00) in
13 penalties under the Private Attorney General Act ("PAGA") Lab. Code § 2699 *et seq.* The payment
14 of the PAGA penalties shall be made in accordance with the terms of the Settlement Agreement.

15 12. The Court further approves the payment of Nine Thousand Dollars (\$9,000.00) to Simpluris,
16 Inc. as the Settlement Administrators for the fees and costs of administering as set forth in the
17 Settlement Agreement. The payment authorized by this paragraph shall be made in accordance with
18 the terms of the Settlement Agreement.

19 13. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or for
20 any other charge, expense, or liability, except as provided in the Settlement Agreement.

21 14. This "Judgment" is intended to be a final disposition of the above captioned action in
22 its entirety and is intended to be immediately appealable.

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1 15. The Court shall have and retain continuing jurisdiction over this action and the parties
2 and Class Members, including after the entry of this Order, to the fullest extent necessary to
3 interpret, enforce, and effectuate the terms and intent of the Settlement Agreement and this Order.
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5 **IT IS SO ORDERED.**

6 Dated: _____

Hon. Elihu M. Berle
Judge of the Los Angeles County Superior Court