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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MARIA SALOME RODRIGUEZ, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

J & M PRODUCTS, INC., a Delaware
Corporation; and DOES 1-50, inclusive,

Defendants.

CASE NO.: 21STCV18743

Assigned to the Hon. Elihu M. Berle, Dept.

**CLASS ACTION JUDGMENT &
~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT
THEREON**

HEARING DATE

Date: June 9, 2023

Time: 8:30 a.m.

Dept.: 6

Complaint Filed: April 29, 2020

FAC Filed: July 22, 2021

**~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT THEREON**

FILED
Superior Court of California
County of Los Angeles

06/21/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Fregoso Deputy

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Class Action and PAGA Settlement Agreement (the “Settlement Agreement” and/or
3 the “Settlement”) came for hearing on June 9, 2023, in Department 6 of the above-entitled court.

4 The Final Approval Motion was unopposed by Defendant J & M Products, Inc.
5 (“Defendant”). Having considered the Final Approval Motion, the Settlement Agreement,
6 declarations in support thereof, and all other materials properly before the Court and having
7 conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the
8 Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement is
9 approved. Due and adequate notice having been given to the Settlement Class, and the Court
10 having considered the Settlement Agreement, all papers filed, and proceedings had herein and all
11 oral and written comments received regarding the proposed Settlement, and having reviewed the
12 record in this Action, and good cause appearing,

13 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

14 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
15 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

16 2. The Court has jurisdiction over the subject matter of this Action, the Class
17 Representative, the Settlement Class Members, and Defendant.

18 3. The Court finds that the distribution of the Notice Packet, as provided for in the
19 Order Granting Preliminary Approval of Class Action Settlement, constituted the best notice
20 practicable under the circumstances to all Settlement Class Members and fully met the
21 requirements of California law and due process under the California and United States
22 Constitution. Based on evidence and other material submitted, the actual notice to the Settlement
23 Class was adequate.

24 4. The Court finds that the instant Action presented a good faith dispute of the claims
25 alleged, and the Court finds in favor of Settlement approval. Specifically, the claims on behalf
26 of the Settlement Class Members included claims that were pled in the operative First Amended
27 Complaint or that could have been pled based on the facts alleged therein, including claims for to
28 unpaid wages (including failure to pay full, regular, and overtime wages and minimum wages)

1 and, meal and rest break violations, failure to timely pay final wages, failure to provide accurate
2 itemized wage statements, unfair and unlawful business practices, and all PAGA penalties based
3 on the foregoing Labor Code violations.

4 5. All Settlement Class Members who did not opt out of the Settlement are entitled
5 to payment pursuant to the Settlement and this Order.

6 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
7 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
8 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
9 Settlement Agreement.

10 7. The Settling Parties are to bear their own costs, except as otherwise provided in
11 the Settlement Agreement.

12 8. For purposes of effectuating this Order and Judgment (including the Released
13 Claims of Participating Class Members), this Court has certified the following class: “all current
14 and former non-exempt employees employed by Defendant at any time during the Class Period
15 [May 18, 2017, through April 22, 2022]. The Court deems this definition sufficient for purposes
16 of California Rules of Court, rule 3.765(a). The four Settlement Class Members who opted out
17 are excluded from any and all terms and obligations, including the release(s), of the Settlement.

18 9. With respect to the Participating Class Members and for purposes of approving
19 this Settlement, this Court finds and concludes as follows: (a) the Settlement Class Members are
20 ascertainable and so numerous that joinder of all Settlement Class Members is impracticable; (b)
21 there are questions of law or fact common to the Settlement Class Members, and there is a well-
22 defined community of interest among the Settlement Class Members with respect to the subject
23 matter of the Action; (c) the claims of the Class Representatives are typical of the claims of the
24 Settlement Class Members; (d) the Class Representatives have fairly and adequately protected
25 the interests of the Settlement Class Members; (e) a class action is superior to other available
26 methods for an efficient adjudication of this controversy; and (f) the counsels of record for the
27 Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in her
28 individual and representative capacity and for the Participating Class Members.

1 10. Upon the Effective Date, the Class Representative and each of the Participating
2 Class Members shall be deemed to have, and by operation of the Judgment shall have, fully,
3 finally, and forever released, relinquished, and discharged the Released Parties from the Release,
4 which is defined in the Settlement Agreement.

5 11. Neither the Settlement Agreement nor the Settlement terms contained therein, nor
6 any act performed or document executed pursuant to or in furtherance of the Settlement
7 Agreement or the Settlement (i) is or may be deemed to be or may be used by the Class
8 Representative or Participating Class Members as an admission of, or evidence of, the validity of
9 any of the Settlement Class Members' Release of claims, or of any wrongdoing or liability of
10 Defendant or any of the other Released Parties; or (ii) is or may be deemed to be or may be used
11 by the Class Representative or Participating Class Members as an admission of, or evidence of,
12 any fault or omission of Defendant or any of the other Released Parties in any civil, criminal, or
13 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
14 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
15 this Action in any other action that may be brought against it or them in order to support a defense
16 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
17 settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or
18 similar defense or counterclaim.

19 13. The "Settlement Amount" to be paid under the Settlement Agreement is \$235,000.
20 From this amount, Class Counsel collectively sought an award of Attorneys' Fees of \$78,325.00,
21 and Costs in the amount of \$14,937.36, Class Representative Service Payment for the Class
22 Representative, Maria Salome Rodriguez, of \$5,000, Settlement Administrator, Phoenix, costs in
23 the amount of \$6,000, and \$15,000 to the LWDA for PAGA Penalties. Defendant's share of
24 employer's payroll taxes on the portion of the Net Settlement Amount that is allocated as wages
25 shall be paid separately and in addition to the Settlement Amount. Defendant does not oppose
26 these requests. The Court finds that the Settlement Amount is fair, reasonable, and adequate, and
27 awards the payments as set forth above from the Settlement Amount. After deducting the
28 foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement

1 Amount payable to the Participating Class Members as set forth in the Settlement Agreement and
2 as calculated by the Settlement Administrator.

3 14. The Settlement Administrator is directed to calculate the Settlement Class
4 Member's Individual Settlement Amounts from the Net Settlement Amount and issue all
5 payments in accordance with the Settlement Agreement, and in the time frames set forth in the
6 Settlement Agreement.

7 15. Settlement Class Members shall have 180 days to negotiate the Settlement check
8 from the date of issuance by the Settlement Administrator. In the event that a Settlement Class
9 Member does not negotiate his/her check within this time period, the uncashed check along with
10 any interest that has accrued thereon, shall be submitted to the State Controller's Office
11 Unclaimed Property Fund in the name of the Class Member.

12 16 This document shall constitute a Judgment for purposes of California Rule of
13 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
14 Class Representative, the Settlement Class Members, and Defendant for the purposes of
15 supervising the implementation, enforcement, construction, administration, and interpretation of
16 the Settlement Agreement and this Judgment.

17 17. An Order to Show Cause Re: Re Compliance with the Terms of Settlement is
18 scheduled for February 5, 2024, at 08:30 AM in Department 6 of the above-entitled Court.

19
20 **IT IS SO ORDERED.**

21
22 Dated: 6-21, 2023



Elihu M. Berle

HON. ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT
Elihu M. Berle / Judge

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

On June 19, 2023, I served the following document(s) described as [PROPOSED] **ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT; AND ENTRY OF FINAL JUDGMENT THEREON** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Michael Fostakowsky, Esq.
Michael.Fostakowsky@gmlaw.com
Brian E. Koegle, Esq.
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**Counsel for defendant J & M Products,
Inc.**

BY ELECTRONIC SERVICE (via electronic filing service provider): I caused the document(s) to be electronically transmitted to Case Anywhere, an electronic filing service provider, at www.caseanywhere.com pursuant to the Court's Order Authorizing Electronic Service governing the matter entitled *Maria Salome Rodriguez, et al. v. J & M Products, Inc., et al.*, Case No. 21STCV18743, mandating electronic service. The transmission was reported as complete and without error to the addressees as stated on the above service list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 19, 2023, at Los Angeles, California.

/s/ Carlos Garcia

Carlos Garcia