

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

EARL RHODES and SALVADOR RODRIGUEZ, individually, and on behalf of other members of the general public similarly situated;

Plaintiffs,

v.

CAVOTEC DABICO US INC., a Delaware corporation; CAVOTEC INET US INC., a Delaware corporation;

Defendants.

Case No.: 30-2021-01177305-CU-OE-CXC

Assigned for All Purposes to:
Honorable Peter Wilson
Department CX102

CLASS ACTION

ORDER OF FINAL APPROVAL AND JUDGMENT

Hearing Date: July 28, 2022
Hearing Time: 2:00 p.m.
Hearing Place: Department CX102

Complaint Filed: January 5, 2021
FAC Filed: July 20, 2021
Trial Date: None Set

This matter has come before the Honorable Peter Wilson in Department CX102 of the above-entitled Court, located at 751 West Santa Ana Boulevard., Santa Ana, California 92701, on Plaintiffs Earl Rhodes’ and Salvador Rodriguez’s (“Plaintiffs”) Motion for Final Approval of Class Action Settlement, Attorney Fees Award, Cost Award, and Class Representative Enhancement Payments (“Motion for Final Approval”).

On April 18, 2022, the Court entered an Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement of the above-entitled case in accordance with the Amended Joint Stipulation and Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together with the exhibits annexed thereto, sets forth the terms and conditions for settlement of this case.

Having reviewed the Settlement Agreement and duly considered the Parties’ papers and oral argument, and good cause appearing:

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

All terms used herein shall have the same meaning as defined in the Settlement Agreement and the Preliminary Approval Order. This Court has jurisdiction over the claims of the Class Members asserted in this proceeding and over all Parties to this case. The Court finds the applicable requirements of Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq.*, have been satisfied with respect to the Class and Settlement. The Court makes final its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is defined to include:

All non-exempt employees employed by Defendants Cavotec Dabico US Inc. and Cavotec Inet US Inc., now known as Cavotec USA, Inc. (“Defendants”), within the State of California during the time period from July 11, 2016, to September 6, 2021 (“Class,” “Class Members,” and “Class Period”).

The Notice of Class Action Settlement (“Class Notice”), the Election Not To Participate or Opt-out Form (“Exclusion Form”), and the Objection Form (collectively, known as the “Notice Packet”) provided to the Class Members: (1) fully and accurately informed the Class Members of all material elements of the Settlement and of their opportunity to participate in, object to or comment thereon, or to seek exclusion from the Settlement; (2) was the best notice practicable under the circumstances; (3) was valid, due, and sufficient notice to all Class Members; and (4) complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Notice Packet fairly and adequately

described the Settlement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

The Court grants final approval of the Settlement, as reflected in the Agreement, and finds the Agreement reasonable, adequate, and in the best interests of the Class. More specifically, the Court finds: (1) the Agreement was reached following meaningful discovery and investigation conducted by Class Counsel; (2) the Agreement is the result of serious, informed, adversarial, and arms'-length negotiations between the Parties; and (3) the terms of the Agreement are fair, adequate, and reasonable. The Court considered all the evidence presented, including evidence regarding the strength of Plaintiffs' case, the risk, expense, and complexity of the claims presented, the likely duration of further litigation, the amount offered in the Agreement, the extent of investigation and discovery completed, and the experience and views of Class Counsel.

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

The Court has considered that there were no requests for exclusion or objections submitted by Class Members to the Settlement Administrator.

A full opportunity was afforded to the Class Members to participate in the Final Approval hearing, and the Class Members also had a full and fair opportunity to exclude themselves from the Settlement. Accordingly, the Court determines all Class Members who did not submit requests for exclusion to the Settlement Administrator are bound by this Final Approval Order and Judgment.

The plan of allocation and distribution of the Gross Settlement Amount is fair, adequate, and reasonable, and is approved. It is ordered Defendants shall pay the Gross Settlement Amount in accordance with the methodology and terms set forth in the Settlement Agreement.

1 It is ordered the Settlement Administrator, Phoenix Class Action Settlement
2 Administrators (“Phoenix”), shall pay itself \$4,995 as its Administration Costs for the services
3 performed and costs incurred for the notice and administration process in accordance with the
4 Settlement Agreement.

5 It is ordered the Settlement Administrator shall distribute settlement payments
6 (“Individual Settlement Shares”) to all Class Members who did not submit a valid and timely
7 request to exclude themselves from the class action Settlement (“Participating Class Members”)
8 according to the methodology and terms set forth in the Settlement Agreement.

9 It is further ordered, pursuant to Code of Civil Procedure section 384, that Participating
10 Class Members and Eligible Aggrieved Employees must cash or deposit their Individual
11 Settlement Share and Individual Private Attorneys General Act of 2004 (“PAGA”) Payment
12 checks within one hundred eighty (180) calendar days after the checks are mailed to them.
13 Uncashed settlement checks will be paid to the California State Controller’s Unclaimed Property
14 Division.

15 The Court finds the Class Representative Enhancement Payments sought for Plaintiffs are
16 fair and reasonable for the work performed. It is ordered the Settlement Administrator will issue
17 a payment of \$10,000 to Plaintiff Earl Rhodes and a payment \$7,500 to Plaintiff Salvador
18 Rodriguez as their Class Representative Enhancement Payments.

19 The Court finds the allocation of \$50,000 toward penalties under PAGA (“PAGA
20 Payment”) is fair, reasonable, and appropriate, and is approved. The Settlement Administrator
21 shall distribute the PAGA Payment as follows: the amount of \$37,500 to the California Labor
22 and Workforce Development Agency and the sum of \$12,500 to the aggrieved employees
23 eligible to recover the PAGA Payment that consist of all non-exempt employees who worked for
24 Defendants within the State of California during the period between June 29, 2020 through
25 September 6, 2021 (“Eligible Aggrieved Employees,” “PAGA Period,” and “Individual PAGA
26 Payment”) according to the methodology and terms set forth in the Settlement Agreement.

1 The Court finds the request for an award of attorneys' fees of \$250,000 falls within the
2 range of reasonableness, and the results achieved justify the award sought. The requested
3 Attorney Fee Award is fair, reasonable, and appropriate, and is approved. It is hereby ordered the
4 Settlement Administrator will issue payment of \$250,000 to Class Counsel as the Attorney Fee
5 Award according to the methodology and terms set forth in the Settlement Agreement.¹

6 Pursuant to the Settlement Agreement, Class Counsel can request reimbursement of
7 litigation costs and expenses not to exceed \$20,000. The Court finds reimbursement of litigation
8 costs and expenses of \$14,651.40 incurred by Class Counsel is reasonable and is approved. Thus,
9 it is hereby ordered the Settlement Administrator will issue payment of \$14,651.40 to Class
10 Counsel as the Cost Award for reimbursement of litigation costs and expenses.

11 The Court finds this case is fully and finally resolved by the Settlement Agreement
12 without a finding of liability by any party and that nothing herein is or should be construed as an
13 admission of liability by Defendants.

14 The Court hereby enters Judgment and pursuant to California Rules of Court, Rule
15 3.769(h) and Code of Civil Procedure section 664.6 the Court shall retain jurisdiction to
16 construe, interpret, implement, and enforce the Settlement Agreement, to hear and resolve any
17 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any
18 dispute arising from or in connection with the distribution of settlement benefits.

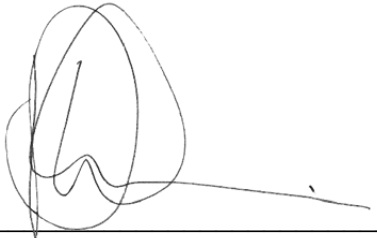
19 The Court sets a final accounting and compliance date for March 24, 2023 at 9:00 a.m. in
20 Department CX102. Plaintiffs shall file a declaration of compliance and accounting from the
21 Settlement Administrator at least five (5) court days prior to the compliance date. The final
22 report must include all information necessary for the Court to determine the total amount paid to
23 Class Members and the sum paid or to be paid to the California State Controller's Unclaimed
24 Property Division.

26 ¹ The Parties agreed to ask for an Attorney Fee Award of one-third (1/3) of the Gross
27 Settlement Amount instead of the thirty-five percent (35%) of the Gross Settlement Amount
28 indicated in the Settlement Agreement.

1 This Court HEREBY ORDERS, ADJUDGES AND DECREES that Judgment in this
2 matter is entered in accordance with the terms of this Order, and with the Settlement Agreement.

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4 **IT IS SO ORDERED.**

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7 DATED: July 28, 2022


HONORABLE PETER WILSON
SUPERIOR COURT JUDGE

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is manderson@justicelawcorp.com

On August 1, 2022, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Rhodes, et al. v. Cavotec Dabico US Inc., et al.**
LWDA/Court Case No.: **LWDA-CM-836474-21**
30-2021-01177305-CU-OE-CXC
Orange County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on August 1, 2022, at Pasadena, California.



Mariah Anderson