

MAR 29 2023

DAVID H. YAMASAKI, Clerk of the Court

BY: CEH DEPUTY

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JOSE MALDONADO, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

ADD-ON COMPUTER PERIPHERALS
LLC, a California Limited Liability
Company; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: 30-2021-01206062-CU-OE-CXC
[Assigned to Hon. William Claster, Dept
CX104, for all purposes]

~~[PROPOSED]~~ ORDER AND JUDGMENT

Complaint filed: June 14, 2021

The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Amended Class and PAGA Action Settlement Agreement and Release of Claims¹ (the "Settlement Agreement") between Plaintiff Jose Maldonado ("Plaintiff" or "Class Representative") and Defendant Add-On Computer Peripherals, LLC ("Defendant") (collectively, "the Settling Parties") came for hearing in Department CX101 of the above-entitled court on March 17, 2023. The Final Approval Motion was unopposed by Defendant. Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other

¹ See Exhibit 1 to ROA 64.

1 materials properly before the Court and having conducted an inquiry pursuant to California
2 Rules of Court, Rule 3.769(g), the Court finds that the Settlement Agreement was entered by all
3 parties in good faith, and the Settlement Agreement is approved. Due and adequate notice
4 having been given to the Class, and the Court having considered the Settlement Agreement, all
5 papers filed and proceedings had herein and all oral and written comments received regarding the
6 proposed settlement, and having reviewed the record in this Litigation, and good cause
7 appearing,

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

9 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
10 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

11 2. The Court has jurisdiction over the subject matter over this Action, the Class
12 Representative, the Class Members, the Aggrieved Employees, the Labor and Workforce
13 Development Agency ("LWDA"), and Defendant.

14 3. The Court finds that the distribution of the Class Notice, as provided for in the
15 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
16 under the circumstances to all Class Members and fully met the requirements of California law
17 and due process under the California and United States Constitution. Based on evidence and
18 other material submitted, the actual notice to the class was adequate. The Court further finds that
19 Plaintiff properly gave notice of this Settlement to the LWDA.

20 4. The Court finds that the instant Action presented a good faith dispute of the
21 claims alleged, and the Court finds in favor of settlement approval. Specifically, as defined in
22 the Settlement Agreement, the Released Class Claims on behalf of the Participating Class
23 Members² included any and all claims, rights, demands, liabilities and causes of action that were
24 or could have been pled under local, state, or federal law arising out of or based on the facts
25

26
27 ² Pursuant to the Settlement Agreement, the "Participating Class Members" includes "any and all Settlement Class
28 Members who are deemed to participate, who will receive an Individual Settlement Payment, and who do not opt-
out by submitting a timely, valid Request for Exclusion." Given that no opt-outs were received, all 162 individuals
identified as Class Members are Participating Class Members.

1 alleged in the operative complaint against the Released Parties³ for the duration of the Class
2 Period, including but not limited to, all claims under California Labor Code §§ 201-204, 210,
3 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2802, any applicable California
4 Industrial Welfare Commission Wage Order, California Code of Regulations, tit. 8, § 11070, the
5 California Unfair Competition Law, California Business & Professions Code §§ 17200, *et seq.*,
6 and any remedies for any of the claims described herein, including damages, statutory penalties,
7 restitution, declaratory relief, equitable or injunctive relief, interest, and attorneys' fees and costs.
8 By this Judgment, each of the Participating Class Members shall be deemed to have fully,
9 finally, and forever released, relinquished, and discharged all Released Class Claims against the
10 Released Parties.

11 5. Additionally, as defined in the Settlement Agreement, the PAGA Released Claims
12 means all PAGA claims that Plaintiff alleged or could have alleged against the Released Parties,
13 on behalf of the Aggrieved Employees⁴ and the State of California, based on the facts and/or
14 theories stated in the operative complaint and/or in Plaintiff's June 14, 2021 notice letter to the
15 LWDA, including but not limited to, all PAGA claims premised upon California Labor Code
16 §§ 201-204, 210, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2802, any
17 applicable California Industrial Welfare Commission Wage Order, PAGA, California Labor
18 Code §§ 2699, *et seq.*, and any remedies for any of the PAGA claims described herein, including
19 civil penalties, declaratory relief, equitable relief, interest, and attorneys' fees and costs. By this
20 Judgment, the State of California and each of the Aggrieved Employees shall be deemed to have
21 fully, finally, and forever released, relinquished, and discharged all PAGA Released Claims
22 against the Released Parties.

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26 ³ Pursuant to the Settlement Agreement, the "Released Parties" means Defendant and its past and present officers,
27 directors, shareholders, employees, managers, human resources representatives, agents, contractors, attorneys,
principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective
parent corporations, subsidiaries or related entities, divisions, affiliates, attorneys, successors and assigns.

28 ⁴ Pursuant to the Settlement Agreement, "Aggrieved Employees" is defined as all current and former non-exempt
employees employed by Defendant in California at any time during the PAGA Period from June 14, 2020, through
June 15, 2022.

1 6. There were no valid Requests for Exclusion, so all Participating Class Members
2 are entitled to payment pursuant to the Settlement and this Judgment. Furthermore, all
3 Aggrieved Employees are entitled to payment pursuant to this Settlement and Judgment.

4 7. There are no objections to the Settlement.

5 8. The Court approves the Settlement, as set forth in the Settlement Agreement and
6 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
7 Parties. The Court has considered all relevant factors for determining the fairness of the
8 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
9 particular, the Court finds that the Settlement was reached following meaningful discovery and
10 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
11 adversarial, and arm's-length negotiations between the Parties; and that the terms of the
12 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
13 considered all evidence presented, including evidence regarding the strength of Plaintiff's case;
14 the risk, expense, and complexity of the claims presented; the likely duration of further litigation;
15 the amount offered in the Settlement; the extent of investigation and discovery completed; and
16 the experience and views of counsel. The Settling Parties are directed to perform in accordance
17 with the terms set forth in the Settlement Agreement and this Order and Judgment.

18 9. The Settling Parties are to bear their own costs, except as otherwise provided in
19 the Settlement Agreement and this Order and Judgment.

20 10. For sole purposes of effectuating this Order and Judgment, this Court has certified
21 the following the class:

22 a. "Settlement Class" is defined as all current and former non-exempt
23 employees employed by Defendant in California at any time during the Class Period. The Class
24 Period is June 14, 2017, through June 15, 2022.

25 b. The Court deems this definition sufficient for purposes of California Rules
26 of Court, rule 3.765(a).

27 11. With respect to the Settlement Class and for the sole purposes of approving this
28 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable

1 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
2 fact common to the Settlement Class Members, and there is a well-defined community of interest
3 among the Settlement Class Members with respect to the subject matter of the Action; (c) the
4 claims of the Class Representative are typical of the claims of the Class Members; (d) the Class
5 Representative has fairly and adequately protected the interests of the Class Members; (e) a class
6 action is superior to other available methods for an efficient adjudication of this controversy; and
7 (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve
8 as counsel for the Plaintiff in their individual and representative capacity and for the Settlement
9 Class.

10 12. By this Judgment, Class Representative is also deemed to have fully, finally, and
11 forever released any and all claims, known or unknown, against the Released Parties pursuant to
12 Section E—"Release by Class Representative"—of the Settlement Agreement.

13 13. Neither the Settlement Agreement nor the Settlement contained therein, nor any
14 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
15 or the Settlement (i) is or may be deemed to be or may be used by Plaintiff or Participating Class
16 Members as an admission of, or evidence of, the validity of any of the Released Class Claims, or
17 of any wrongdoing, liability, fault, omission, waiver of defenses, or concession of Defendant or
18 any of the other Released Parties; or (ii) is or may be deemed to be or may be used by Plaintiff or
19 Aggrieved Employees as an admission of, or evidence of, the validity of any of the PAGA
20 Released Claims, or of any wrongdoing, liability, fault, omission, waiver of defenses, or
21 concession of Defendant or any of the other Released Parties; or (iii) is or may be deemed to be
22 or may be used by Plaintiff, Participating Class Members, or Aggrieved Employees as an
23 admission of, or evidence of, any wrongdoing, liability, fault, omission, waiver of defenses, or
24 concession of Defendant or any of the other Released Parties in any civil, criminal, or
25 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
26 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
27 this Action in any other action that may be brought against it or them in order to support a
28 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good

1 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion
2 or similar defense or counterclaim.

3 14. The "Settlement Amount" to be paid under the Settlement Agreement is
4 \$475,000. From this amount, Class Counsel *sought* an award of attorney's fees of \$158,333.33,
5 litigation expenses of \$9,499.01, Service Payment of \$7,500 for Class Representative Jose
6 Maldonado, \$7,500 to the Settlement Administrator, Phoenix Settlement Administrators, \$22,500
7 to the LWDA for PAGA penalties and \$7,500 to the Aggrieved Employees. Defendant does not
8 oppose these requests. The Court finds that the Settlement Amount is fair, reasonable and
9 adequate, and made a few adjustments to the request of Class Counsel by *approving* the
10 following payments from the Settlement Amount:

11 A) \$142,500 to Class Counsel for attorneys' fees;
12 B) \$9,499 to Class Counsel for costs/expenses;
13 C) \$5,000 as a Service Award for Class Representative Jose Maldonado;
14 D) \$7,500 to the Administrator, Phoenix Settlement Administrators;
15 E) \$22,500 to the LWDA;
16 F) \$7,500 to the Aggrieved Employees;
17 G) After deducting the foregoing payments from the Settlement Amount, the
18 remainder shall form the Net Settlement Amount payable to the Participating Class Members as
19 set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

20 15. Upon entry of this Order and Judgment, Defendant is directed to fund the
21 Settlement Amount in accordance with the Settlement Agreement and the timeline set forth
22 below. The Settlement Administrator is directed to calculate the Participating Class Member's
23 Individual Settlement Payments from the Net Settlement Amount, as well as the Aggrieved
24 Employees' individual payments, and issue all payments in accordance with the Settlement
25 Agreement and the timeline set forth below:

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61 days following the date this Order and Judgment is entered (if no timely appeal is filed)	The Effective Date occurs.
20 calendar days after the Effective Date	Defendant is directed to deposit the Settlement Amount into the Qualified Settlement Fund, including its share of payroll taxes as calculated by the Settlement Administrator.
10 calendar days after Defendant's deposit of the Settlement Amount into the Qualified Settlement Fund	Settlement Administrator to issue all Individual Settlement Payments.
180 calendar days after the Settlement Administrator issues Individual Settlement Payments	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
October 20, 2023	Class Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including status of issuing any uncashed funds to the State Controller.

16. The envelope transmitting the settlement checks shall bear the notation "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [INSERT DATE] the Superior Court of California for the County of Orange entered Judgment in the case entitled *Maldonado v. Add-On Computer Peripherals, LLC*, Case No. 30-2021-01206062-CU-OE-CXC, on behalf of the Participating Class Members and the Aggrieved Employees, which includes all current and former non-exempt employees of Defendant who worked in California at any time during the Class Period or the PAGA Period, respectively. The Class Period is June 14, 2017, through June 15, 2022. The PAGA Period is June 14, 2020, through June 15, 2022."

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1 17. Participating Class Members and Aggrieved Employees shall have 180 days to
2 negotiate the settlement check from the date of issuance by the Settlement Administrator. In the
3 event that a Participating Class Member and/or Aggrieved Employee does not negotiate his/her
4 check within this time period, the check will be canceled. The value of the unclaimed funds in
5 the Settlement Administrator's account as a result of a failure to timely cash a settlement check
6 shall be issued to the State Controller's Office in the name of the Class Member or Aggrieved
7 Employee.

8 18. This document shall constitute a Judgment for purposes of California Rule of
9 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
10 Class Representative, the Class Members, the Aggrieved Employees, the LWDA, and Defendant
11 for the purposes of supervising the implementation, enforcement, construction, administration,
12 and interpretation of the Settlement Agreement and this Judgment.

13 IT IS SO ORDERED.

14 Dated: 3-29-23



Hon. William Claster

[illegible]

On March 17, 2023, I caused to be served the foregoing document(s) described as follows:

I declare that I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[] Federal I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

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