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Clerk of the Superior Court
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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF SAN DIEGO**

18 **STEPHANIE RODRIGUEZ, MAYRA**
19 **DOMINGUEZ, AND MARICELA AMEZCUA,**
20 on behalf of themselves and behalf of all others
21 similarly situated,

22 **PLAINTIFFS,**

23 **v.**

24 **COLMOL, INC. DBA a KING GRAPHICS, a**
25 **California Corporation; and DOES 1 to 100,**
26 **inclusive,**

27 **DEFENDANT.**

CASE NO: 37-2021-00034563-CU-OE-CTL

[Assigned for all purposes to the Honorable Judge
Keri Katz, Department C-74]

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 14, 2022
Time: 8:30 a.m.

1 On October 14, 2022, the Court held a hearing on Plaintiffs' STEPHANIE RODRIGUEZ, MAYRA
2 DOMINGUEZ, and MARICEL AMEZCUA ("Plaintiffs") Motion for Final Approval of Class Action
3 Settlement and Attorneys' Fees and Costs between Plaintiffs and Defendant COLMOL, INC. DBA KING
4 GRAPHICS ("Defendant").

5 Due and adequate notice having been given to Class Members, and the Court having considered the
6 Class Action Settlement Agreement (the "Settlement" or "Settlement Agreement"), all of the legal
7 authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all
8 oral and written comments received regarding the proposed settlement, and having reviewed the record in
9 this litigation, and good cause appearing, the Court GRANTS final approval of the Settlement and
10 ORDERS AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS:

11 1. All terms used in this Order Granting Final Approval of Class Action Settlement (the
12 "Order") shall have the same meanings given as those terms are used and/or defined in the parties'
13 Settlement Agreement.¹

14 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
15 jurisdiction to approve this Settlement and all exhibits thereto.

16 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
17 Agreement, and as follows:

18 *all non-exempt hourly-paid individuals who are or were employed by Defendant in the*
19 *State of California from August 12, 2017 through September 16, 2021 (the "Class*
20 *Period")*

21 4. The Court deems this definition sufficient for the purpose of California Rule of Court
22 3.765(a) and for the purpose of effectuating the Settlement.

23 5. The Court finds that an ascertainable class of 106 Class Members exists and a well-defined
24 community of interests exists in the questions of law and fact involved because in the context of the
25 Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the Plaintiff
26 are typical of claims of the Class Members; and (iii) in negotiating, entering into and implementing the

27
28 ¹ A copy of the Settlement Agreement is in the Court record as Exhibit 1 to the Declaration of Crag J. Ackermann in Support of
Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and is made a part of this Order.

1 Settlement, Plaintiff and Class Counsel have fairly and adequately represented and protected the interest
2 of the Class Members.

3 6. The Court is satisfied that ILYM Group, Inc. ("ILYM Group"), which functioned as the
4 Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that comports
5 with California Rule of Court 3.766. The Class Notice informed the Class Members of the Settlement
6 terms, their rights to do nothing and receive their settlement share, their rights to submit a request for
7 exclusion, their rights to comment on or object to the Settlement, and their rights to appear at the Final
8 Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time to respond
9 and to act were provided by each of these procedures.

10 7. Not a single Class Member filed or submitted a written objection to the Settlement as part
11 of this notice process.

12 8. Not a single Class Member opted out of the Settlement.

13 9. Not a single Class Member disputed their settlement share.

14 10. The Court hereby approves the terms set forth in the Settlement Agreement and finds that
15 the Settlement Agreement is, in all respects, fair, adequate, reasonable, consistent and compliant with all
16 applicable requirements of the California Code of Civil Procedure, the California and United States
17 Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable
18 law, and in the best interests of each of the Parties and Class Members.

19 11. The Court directs the Parties to effectuate the Settlement Agreement according to its terms
20 and declares the Settlement Agreement to be binding on all Class Members.

21 12. The Court finds that the Settlement Agreement has been reached as a result of informed and
22 non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive
23 investigation and research, and their attorneys were able to reasonably evaluate their respective positions.

24 13. The Court also finds that Settlement now will avoid additional and potentially substantial
25 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally,
26 after considering the monetary recovery provided as part of the Settlement in light of the challenges posed
27 by continued litigation, and the Court concludes that Class Counsel secured significant relief for Class
28 Members.

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

6 15. The Court appoints Plaintiffs Stephanie Rodriguez, Mayra Dominguez, and Maricela
7 Amezcua as Class Representatives and finds them to be adequate.

8 16. The Court appoints Craig J. Ackermann and Avi Kreitenberg of Ackermann & Tilajef, P.C.
9 and Tatiana Hernandez of Law Office of Tatiana Hernandez, P.C. as Class Counsel, and finds each of them
10 to be adequate, experienced, and well-versed in similar class action litigation.

11 17. The terms of the Agreement, including the gross settlement amount of **\$386,363.60**, and the
12 individual Settlement Shares, are fair, adequate, and reasonable to the Class and to each Class Member,
13 and the Court grants final approval of the Settlement set forth in the Agreement, subject to this Order. The
14 Court approves the following allocations, which fall within the ranges stipulated by and through the
15 Settlement Agreement:

- 16 a. The **\$5,000.00** designated for payment to ILYM Group, Inc. the Settlement Administrator,
17 is fair and reasonable. The Court grants final approval of, and orders the Parties to make,
18 the payment to the Settlement Administrator in accordance with the Agreement.
- 19 b. The **\$79,920.74** requested by Plaintiffs and Class Counsel for the Class Counsel's attorneys'
20 fees and costs is fair and reasonable in light of the benefit obtained for the Class. The Court
21 grants final approval of, awards, and orders the Class Counsel Fees Payment to be made in
22 accordance with the Agreement.
- 23 c. The **\$15,000.00** (**\$3,750.00** each to Plaintiffs Rodriguez and Dominguez and **\$7,500.00** to
24 Plaintiff Amezcua) requested by Plaintiffs for their Class Representative Payments is fair
25 and reasonable. The Court grants final approval of and orders the Class Representative
26 Payment to be made in accordance with the Agreement.
- 27 d. The Court grants final approval of the **\$3,750.00** PAGA payment to the LWDA and orders
28 the payment to be made in accordance with the Agreement.

1 18. The Court orders the Parties to comply with and carry out all terms and provisions of the
2 Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order, in which
3 case the provisions of this Order shall take precedence and supersede the Settlement.

4 19. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's rights
5 to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case
6 if the Settlement fails to become final or effective, or in any other case without limitation. The Settlement
7 is not an admission by Defendant, nor is this Order or the subsequent Judgment that Plaintiffs have asked
8 the Court to enter based on this Order a finding of the validity of any allegations against Defendant in the
9 Court proceeding or any wrongdoing by Defendant. Neither the Settlement nor this Order or the subsequent
10 Court Judgment is a finding that certification of the Class is proper for any purpose or proceeding other
11 than for settlement purposes.

12 20. All Class Members shall be bound by the Settlement and this Order, including the Release
13 of Claims² in favor of Defendant and the other Released Parties³ as set forth in the Agreement, and are
14 permanently barred and enjoined from prosecuting against Defendant and the other Released Parties any
15 and all of Class Members' Released Claims as defined in the Agreement.

16 21. Plaintiffs are bound to the release of claims against Defendant and the other Released Parties
17 as set forth in the Settlement Agreement and is permanently barred from prosecuting against Defendant
18 and the other Released Parties any and all of Plaintiffs' Released Claims as defined in the Agreement.

19 22. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
20 provided in the Settlement Agreement.

21 23. The Court approves the one hundred eighty (180) day period for cashing of checks. Any
22

23 ² "Released Claims" means any and all claims that were asserted in the Complaint, including claims under Labor Code sections
24 204, 210, 226, 226.3, 510, 1194, 1198, IWC Wage Order § 3, California Business and Professions Code sections 17200, et seq.
25 (UCL), and California Labor Code section 2698, et seq. based on violations of the above Labor Code provisions, or any and all
claims that could have arisen out of the allegations made in the Complaint based on or arising out of the same factual predicate
alleged therein. Additionally, upon Defendant's deposit of the GSA with the Settlement Administrator, Plaintiffs and all other
Settlement Class Members will release the Released Parties from any and all claims that were asserted in the DOL Lawsuit,
including claims for unpaid overtime wages and liquidated damages under the FLSA, 29 U.S.C. §§ 207 and 216 (S.A., ¶ 16).

26 ³ "Released Parties" means Colmol, Inc., DBA King Graphics, and any other person or entity associated with Defendant, present,
27 future, or former, known or unknown, whom the Plaintiffs might claim to be liable, including, but not limited to any of
Defendant's parent corporations, subsidiaries, divisions, affiliates, partners, shareholders, members, employees, agents,
28 directors, officers, attorneys, landlords, licensees, lessors, insurer, reinsurers, employee benefit plans and plan fiduciaries,
representatives, predecessors, successors, assigns, transferees, heirs, executors, administrators, and related entities, and all other
persons, firms, corporations, associations, partnerships, or entities having any legal relationship to each other (S.A., ¶ 1.20).

1 funds associated with stale checks that have not been cashed within one hundred eighty days (180) days
2 will be voided and the funds will be transferred from the Settlement Administrator to the Department of
3 Labor for disposition under the terms of the Department of Labor Consent Judgment.

4 24. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
5 purposes of implementing the terms of the settlement, such as requiring the filing of a final report on
6 distributions made to the Class Members, enforcing the Settlement Agreement, addressing settlement
7 administration matters, and addressing such post-Judgment matters as may be appropriate under court rules
8 or applicable law.

9 25. Plaintiff or the Settlement Administrator shall file with the Court a report regarding the
10 status of distribution ~~within sixty (60) days after all funds have been distributed~~
on or before March 17, 2023.

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12 **IT IS SO ORDERED.**

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14 DATED: 10-17-2022

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15 _____
16 HON. KERI KATZ
17 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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