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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ALFREDO SILVA and GEORGE
ROSENBERG, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

WOODWARD HRT, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 21STCV42692

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: November 15, 2023
Hearing Time: 9:00 a.m.

Judge: Hon. Maren Nelson
Dept.: 17

Complaint Filed: November 19, 2021
Trial date: None Set

1 The unopposed motion of Plaintiffs Alfredo Silva and George Rosenberg (“Plaintiffs”) for
2 an order finally approving the Class Action Settlement Agreement (“Agreement” or “Settlement”)
3 with Defendant Woodward HRT, Inc. (“Defendant”), attorneys’ fees and costs, service payment,
4 and the expenses of the Settlement Administrator duly came on for hearing on November 15, 2023
5 before the Honorable Maren Nelson.

6
7 **I.**
8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the Superior Court for the State of California, in and for the County of Los Angeles, and over all
14 Parties to this litigation, including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiffs and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of Two Million Six Hundred
17 Fifty Thousand Dollars (\$2,650,000) and the terms set forth in the Agreement are fair, reasonable,
18 and adequate.
- 19 4. The Court further finds that the Settlement was the result of arm’s length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
22 Settlement, and the assistance of an experienced mediator in the settlement process, among other
23 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On July 18, 2023, the Court granted preliminary approval of the Settlement. At this
26 same time, the Court approved conditional certification of the Class for settlement purposes only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
4 about August 28, 2023. Mailing of the Class Notice to their last-known addresses was the best
5 notice practicable under the circumstances and was reasonably calculated to communicate actual
6 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
7 Class Members fully and accurately informed the Class Members of all material elements of the
8 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
9 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
10 fully with the laws of the State of California, the United States Constitution, due process and other
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided
12 Class Members adequate instructions and a variety of means to obtain additional information.

13 7. The Response Deadline for opting out or submitting written objections to the
14 Settlement was October 12, 2023, which for re-mailings was extended by 15 days. There was an
15 adequate interval between notice and the deadline to permit Class Members to choose what to do
16 and to act on their decision. A full and fair opportunity has been afforded to the Class Members to
17 participate in this hearing, and all Class Members and other persons wishing to be heard have had
18 a full and fair opportunity to be heard. Class Members also have had a full and fair opportunity to
19 exclude themselves from the proposed Settlement and Class. Accordingly, the Court determines
20 that all Class Members who did not timely and properly submit a request for exclusion are bound
21 by the Settlement and this Final Approval Order and Judgment.

22 **Fairness of the Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before Tripper Ortman, an experienced mediator of wage and
27 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

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FINAL APPROVAL ORDER AND JUDGMENT

b. Plaintiffs' and their counsel's investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for all Parties are experienced in similar employment class action litigation. Plaintiffs' counsel recommended approval of the Agreement.

d. No objections were received. No requests for exclusion were received.

e. The participation rate was high. 1,191 Class Members will be mailed a settlement payment, representing 100% of the overall Class.

9. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this action and is fair, reasonable and adequate compensation for the release of Class Members' claims, given the uncertainties and significant risks of the litigation and the delays which would ensue from continued prosecution of the action.

10. The Agreement is approved as fair, adequate and reasonable and in the best interests of the Class Members.

Attorneys' Fees and Costs

11. An award of \$883,333 for attorneys' fees, representing one-third of the Gross Settlement Amount, and \$25,000 for litigation costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar and billing statement.

Class Representative Service Payments

12. The Agreement provides for a Class Representative Service Payments of not more than \$10,000 to each of the two Plaintiffs, subject to the Court's approval. The Court finds that Class Representative Service Payments in the amount of \$10,000 to each Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation, for their time and effort in bringing and prosecuting this matter on behalf of the Class, and for their execution of a general release.

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1 **Settlement Administration Expenses**

2 13. The Settlement Administrator shall calculate and administer the payment to be
3 made to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
4 transmit the Class Representative Service Payments to the Plaintiffs, issue all required tax
5 reporting forms, calculate withholdings and perform the other remaining duties set forth in the
6 Agreement. The Settlement Administrator has documented \$28,000 in fees and expenses, and this
7 amount is reasonable in light of the work performed by the Settlement Administrator.

8 **PAGA Payment**

9 14. The Agreement provides for a PAGA Payment out of the Gross Settlement
10 Amount of \$100,000, which shall be allocated \$75,000 to the Labor & Workforce Development
11 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$25,000 to be distributed to the Aggrieved Employees
13 based on their respective pay periods worked during the PAGA Period, which is September 28,
14 2019 to July 1, 2022. "Aggrieved Employees" are all individuals who are or previously were
15 employed by Defendant in California who were classified as hourly, non-exempt employees
16 during the PAGA Period and worked at least one day during the PAGA Period. The Settlement
17 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
18 Aggrieved Employees' \$25,000 share of PAGA Penalties, by the total number of PAGA Pay
19 Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the
20 result by each Aggrieved Employee's PAGA Pay Periods. Pursuant to Labor Code section 2699,
21 subdivision (l)(2), the LWDA was provided notice of the Agreement and these settlement terms
22 and has not indicated any objection thereto. The Court finds this PAGA Payment to be
23 reasonable.

24
25 **II.**

26 **ORDERS**

27 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

28 FINAL APPROVAL ORDER AND JUDGMENT

1 1. The Class is certified for the purposes of settlement only. The Class is hereby
2 defined as follows:

3 All individuals who are or previously were employed by Defendant in California
4 who were classified as hourly, non-exempt employees during the Class Period and
worked at least one day during the Class Period.

5 The “Class Period” is October 21, 2016 to July 1, 2022.

6 2. All persons who meet the foregoing definition are members of the Class, except for
7 those individuals who filed a valid request for exclusion (“opt out”) from the Class. The
8 individuals who are excluded are: Linda Kinning, Donntae Dumas, and William Morita.

9 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
10 best interest of the Class.

11 4. Class Counsel are awarded attorneys’ fees in the amount of \$883,333 and costs in
12 the amount of \$25,000. Class Counsel shall not seek or obtain any other compensation or
13 reimbursement from Defendant, Plaintiffs or members of the Class.

14 5. The payment of Class Representative Service Payments in the amount of \$10,000
15 to each of the Plaintiffs is approved.

16 6. The payment of \$28,000 to the Settlement Administrator for their fees and
17 expenses is approved.

18 7. The PAGA Payment of \$100,000 is approved to be distributed in accordance with
19 the Agreement.

20 8. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall
21 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
22 entry.

23 9. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
24 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
25 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
26 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
27 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
28

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1 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
2 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
3 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
4 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
5 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
6 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
7 the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
8 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
9 Claims.

10 10. Notice of entry of this Final Approval Order and Judgment shall be given to all
11 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
12 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
13 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
14 to individual Class Members.

15 11. If the Agreement does not become final and effective in accordance with the terms
16 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
17 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
18 revert to their respective positions as of before entering into the Agreement, and expressly reserve
19 their respective rights regarding the prosecution and defense of this Action, including all available
20 defenses and affirmative defenses, and arguments that any claim in the Action could not be
21 certified as a class action and/or managed as a representative action.

22 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

23 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
24 Plaintiffs, and all members of the Class, shall take nothing in the Action. The terms of the Final
25 Judgment are binding on Plaintiffs and all other Participating Class Members, as well as their
26 heirs, executors and administrators, successors, assigns, and anyone purporting to act or assert
27 claims on their behalf (including any attempted action by any representative on their behalf), and
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1 those terms shall have res judicata, collateral estoppel, and all other preclusive effect in any and all
2 pending and future claims, lawsuits, union grievances, arbitration proceedings or other
3 proceedings, including all forms of alternative dispute resolution, maintained by or on behalf of
4 any such persons, to the extent those claims, lawsuits, grievances, or other proceedings are a
5 Released Class Claims. Upon full funding of the Gross Settlement Amount and payroll taxes due
6 on the Wage Portion of the Settlement Shares, each and every claim released in the Agreement by
7 the Plaintiffs and Participating Class Members, as well as their heirs, executors and administrators,
8 successors, assigns, and anyone else purporting to act on their behalf, shall be deemed to be
9 conclusively and forever released as against the Released Parties. As of the Effective Date, the
10 Plaintiffs and all Participating Class Members, as well as their heirs, executors and administrators,
11 successors, assigns, and anyone else purporting to act on their behalf, are hereby forever barred
12 from prosecuting or filing claims released in the Agreement, including the Released Class Claims,
13 against the Released Parties.

14 2. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
15 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
16 supervise and adjudicate any dispute arising from or in connection with the distribution of
17 settlement benefits.

18 3. All Parties shall bear their own attorneys' fees and costs, except as otherwise
19 provided in the Agreement and in this Final Approval Order and Judgment.

20 4. As of the Effective Date and upon full finding of the Gross Settlement Amount by
21 Defendant, each Class Member who has not validly opted out will be deemed to have released the
22 "Released Class Claims" against the Defendant and all of the "Released Parties" as set forth in the
23 Agreement.

24 5. As used in paragraph 4 above, the quoted terms have the meanings set forth below:

25 (a) "Released Class Claims" means any and all class claims pled or could have
26 been pled, in any form or forum (including but not limited to any court of competent jurisdiction,
27 any arbitration proceeding, or under any grievance), and under any theory of liability (including
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1 but not limited to any statute, regulation, collective bargaining agreement or other contract), based
2 on the factual allegations contained in the operative complaints in the *Silva* Class Action, *Silva*
3 PAGA Action, and *Rosenberg* PAGA Action, which occurred during the Class Period, including
4 claims based on alleged violations of California Labor Code sections 201 to 204, 210, 216, 221,
5 225.5, 226, 226.3, 226.7, 227.3, 246, 351, 404, 432, 510, 512, 515.5, 558, 558.1, 1174, 1174.5,
6 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699 (et seq), 2802, 2810.5, California
7 Code of Regulations, Title 8, Sections 11040 and 11070, California Business & Professions Code
8 sections 17200, et seq., and the California Industrial Welfare Commission Wage Order. The
9 Released Class Claims expressly exclude all other claims, including claims for vested benefits,
10 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
11 insurance, disability, social security, workers' compensation, and claims based on facts occurring
12 outside the Class Period.

13 (b) "Released Parties" collectively mean: Defendant, and its parent,
14 predecessor, successor, subsidiary and affiliated companies and entities, and each of the foregoing
15 companies; and entities' respective divisions, officers directors, shareholders, partners, limited
16 partners, agents, managers, members, trustees, representatives, independent contractors, payroll
17 companies, temporary staffing agencies, attorneys, insurers, owners, licenses, indemnitees,
18 representatives, successors and assigns, past and present.

19 6. As of the Effective Date and upon full funding of the Gross Settlement Amount by
20 Defendant, Defendant and the Released Parties shall receive a release from the State of California
21 of the "Released PAGA Claims", which are all PAGA claims for civil penalties under California
22 Labor Code Sections 2698 *et. seq.*, predicated on the violations of the applicable California Labor
23 Code sections and applicable Wage Orders as alleged in the LWDA Notices submitted by
24 Plaintiffs and the operative complaints in the *Silva* PAGA Action and *Rosenberg* PAGA Action,
25 which occurred during the PAGA Period. The Released PAGA Claims will be released against all
26 Released Parties. The Released PAGA Claims expressly exclude all other claims, including
27 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
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1 Act, unemployment insurance, disability, social security, workers' compensation, and claims
2 based on facts occurring outside the PAGA Period.

3 7. Plaintiffs have generally released all claims as set forth in the Agreement and have
4 agreed to a waiver of Civil Code section 1542.

5 8. If any Participating Class Member's check remains uncashed by the expiration
6 date, the funds from such uncashed checks will be paid to the California State Controller's
7 Unclaimed Property Fund in the name of the Participating Class Member.

8 9. The Court hereby enters judgment in the entire Action as of the filing date of this
9 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
10 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
11 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
12 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

13 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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15 Dated: _____

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17 _____
HON. MAREN NELSON
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

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FINAL APPROVAL ORDER AND JUDGMENT