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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

CHRISTOPHER RODRIGUEZ, individually,
and on behalf of other members of the general
public similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

ARKEMA INC., an unknown business entity;
BOSTIK, INC., an unknown business entity;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: BC721328

Honorable Maren E. Nelson
Department SSC-17

CLASS ACTION

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

Date: September 26, 2023
Time: 9:00 a.m.
Department: SSC-17

Complaint Filed: September 17, 2018
1AC Filed: October 31, 2018
2AC Filed: December 26, 2018
3AC Filed: August 25, 2020
4AC Filed: July 9, 2021
5AC Filed: January 4, 2022
Trial Date: None Set

1 This matter has come before the Honorable Maren E. Nelson in Department SSC-17 of
2 the above-entitled Court, located at 312 N. Spring Street, Los Angeles, California 90012, on
3 Plaintiff Christopher Rodriguez’s (“Plaintiff”) Motion for Final Approval of Class Action
4 Settlement, Class Counsel Award, and Class Representative Service Award (“Motion for Final
5 Approval”). Lawyers for Justice, PC appeared on behalf of Plaintiff, and Ogletree, Deakins,
6 Nash, Smoak & Stewart, P.C. appeared on behalf of Defendants Arkema Inc. and Bostik, Inc.
7 (“Defendants”).

8 On May 18, 2023, the Court entered the Order Granting Motion for Preliminary Approval
9 of Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the
10 settlement of the above-entitled action (“Action”) in accordance with the First Amended Joint
11 Stipulation of Class Action and PAGA Settlement and Release of Claims (“Settlement,”
12 “Agreement,” or “Settlement Agreement”), which, together with the exhibits annexed thereto, set
13 forth the terms and conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
15 oral argument, and good cause appearing,

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

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with
23 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
24 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
25 The Class is hereby defined to include:

26 All current and former nonexempt employees who were employed by
27 Defendants in California during the period September 17, 2014 to November
28 1, 2021 (“Settlement Class Members” or “Settlement Class”).

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1 4. The Court approved Notice of Pendency of Class Action Settlement and Final
2 Approval Hearing Date (“Class Notice”) that was provided to the Settlement Class Members
3 fully and accurately informed the Settlement Class Members of all material elements of the
4 Settlement and of their opportunity to participate in the Settlement, object to or comment to the
5 Class Settlement, or to seek exclusion from the Class Settlement; was the best notice practicable
6 under the circumstances; was valid, due, and sufficient notice to all Settlement Class Members;
7 and complied fully with the laws of the State of California, the United States Constitution, due
8 process and other applicable law. The Class Notice fairly and adequately described the
9 Settlement and provided the Settlement Class Members with adequate instructions and a variety
10 of means to obtain additional information.

11 5. Pursuant to California law, the Court hereby grants final approval of the
12 Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a
13 whole. More specifically, the Court finds that the Settlement was reached following meaningful
14 formal and informal discovery and investigation conducted by Lawyers *for* Justice, PC (“Class
15 Counsel”); that the Settlement is the result of serious, informed, adversarial, and arms-length
16 negotiations between the parties; and that the terms of the Settlement are in all respects fair,
17 adequate, and reasonable. In so finding, the Court has considered all of the evidence presented,
18 including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and complexity
19 of the claims presented; the likely duration of further litigation; the amount offered in the
20 Settlement; the extent of investigation and formal and informal discovery completed; and the
21 experience and views of Class Counsel. The Court has further considered the absence of
22 objections to the Class Settlement submitted by Settlement Class Members. Accordingly, the
23 Court hereby directs that the Settlement be affected in accordance with the Settlement
24 Agreement and the following terms and conditions.

25 6. A full opportunity has been afforded to the Settlement Class Members to
26 participate in the Final Approval Hearing, and all Settlement Class Members and other persons
27 wishing to be heard have been heard. The Settlement Class Members also have had a full and
28 fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court

determines that all Settlement Class Members who did not submit a timely and valid Request for Exclusion (“Participating Class Members”) are bound by the Class Settlement and by this order and judgment (“Final Approval Order and Judgment”) and the State of California and all current and former non-exempt employees who were employed by Defendants in California during the period September 17, 2014 to November 1, 2021 (“PAGA Members”) are bound by the PAGA Settlement and this Final Approval Order and Judgment.

7. The Court finds that the settlement of the Released PAGA Claims for \$150,000.00, which is designated and allocated as penalties under the California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Payment as follows: the amount of \$112,500.00 to the California Labor and Workforce Development Agency, and the amount of \$37,500.00 to PAGA Members, in accordance with the terms and methodology set forth in the Settlement Agreement.

8. The Court finds that payment of Settlement Administrator Costs in the amount of \$4,750.00 is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process. It is hereby ordered that the Settlement Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$4,750.00, in accordance with the terms and methodology set forth in Settlement Agreement.

9. The Court finds that the Class Representative Service Award sought is fair and reasonable for the work performed by Plaintiff on behalf of the Class, the State of California, and PAGA Members. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$7,500.00 to Plaintiff Christopher Rodriguez for his Class Representative Service Payment, according to the terms and methodology set forth in the Settlement Agreement.

10. The Court finds that the request for attorneys’ fees in the amount of \$371,852.17 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$371,852.17 to Class Counsel for attorneys’ fees, in accordance

with the terms and methodology set forth in the Settlement Agreement.

11. The Court finds that reimbursement of litigation costs and expenses in the amount of \$25,014.91 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$25,014.91 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

12. The Court hereby enters Judgment by which Participating Class Members shall be conclusively determined to have given a release of any and all Released Class Claims against the Released Parties, and all PAGA Members and the State of California shall be conclusively determined to have given a release of any and all Released PAGA Claims against the Released Parties, as set forth in the Settlement Agreement and Class Notice.

13. It is hereby ordered that within fourteen (14) days of the Effective Date, Defendants shall transmit the Gross Settlement Fund (i.e., \$1,115,556.52) and all employer payroll taxes by making a one-time deposit into the account established by the Settlement Administrator for administration of the Settlement in accordance with the terms and methodology set forth in the Settlement Agreement.

14. It is hereby ordered that the Settlement Administrator shall distribute Individual Settlement Payments to the Participating Class Members and Individual PAGA Payments to the PAGA Members within seven (7) calendar days of the Funding Date, according to the methodology and terms set forth in the Settlement Agreement.

15. Individual Settlement Payment and Individual PAGA Payment checks shall be valid and negotiable for a period of one hundred and eighty (180) calendar days from the date of issuance, and thereafter, the checks shall be cancelled. The funds associated with Individual Settlement Payment and/or Individual PAGA Payment checks that have not been cashed or deposited within the 180-day period shall be transmitted to the California State Controller Unclaimed Property Division in the name of the Participating Class Members and PAGA Members who did not negotiate their checks.

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1 16. After entry of this Final Approval Order and Judgment, pursuant to California
2 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
3 implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment,
4 to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise
5 and adjudicate any dispute arising from or in connection with the distribution of settlement
6 benefits.

7 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
8 Participating Class Members and PAGA Members by posting a copy of the Final Approval
9 Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60)
10 calendar days after the date of entry of this Final Approval Order and Judgment. Individualized
11 notice is not required.

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13 Dated: _____

HONORABLE MAREN E. NELSON
JUDGE OF THE SUPERIOR COURT