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FILED
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By: B. Orihuela, Deputy

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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Regina Chanez, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

CRISTINA JIMENEZ, as an individual and on
behalf of all others similarly situated,
Plaintiff,

vs.

HOCKING INTERNATIONAL
LABORATORIES INCORPORATED, a
California corporation; and DOES 1 through 100,
Defendants.

Case No. 37-2020-00001478-CU-OE-CTL

[Assigned for all purposes to the Hon.
Kenneth J. Medel, Dept. C-66]

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT

Date: November 4, 2022
Time: 9:30 a.m.
Dept: C-66

Complaint Filed: January 9, 2020
Trial Date: None set

1 **~~PROPOSED~~ ORDER AND FINAL JUDGMENT**

2 The Motion of Plaintiff Cristina Jimenez ("Plaintiff") for Final Approval of Class Action
3 Settlement, Class Representative Service Award, and Class Counsel's attorneys' fees and costs
4 ("Final Approval Motion") came on regularly for hearing before this Court on November 4, 2022,
5 at 9:30 a.m., pursuant to California Rule of Court 3.769 and this Court's earlier Order granting
6 preliminary approval. Having considered the parties' Stipulation of Settlement ("Settlement
7 Agreement" or "Settlement"), and the documents and evidence presented in support thereof, and
8 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
9 prosecution, and the substantial benefits to be received by the Settlement Class pursuant to the
10 Settlement, the Court hereby makes a final ruling that the Settlement is fair, reasonable, and
11 adequate, and is the product of good faith, arm's-length negotiations between the parties. Good
12 cause appearing therefor, the Court hereby GRANTS Plaintiff's Final Approval Motion and
13 hereby ORDERS the following:

14 1. Final Judgment is hereby entered in conformity with the Settlement Agreement
15 and this Final Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus
17 certifies, for purposes of the Settlement, the following Settlement Class:

18 All current and former non-exempt employees who worked for Hocking
19 International Laboratories, Inc. in California at any time between January
20 9, 2016 through June 17, 2022 (the "Class Period").

21 3. Plaintiff Cristina Jimenez is hereby confirmed as Class Representative. Paul K.
22 Haines and Neil M. Larsen of Haines Law Group, APC are hereby confirmed as Class Counsel.

23 4. Notice was provided to Settlement Class members as set forth in the Settlement,
24 which was approved by the Court on June 17, 2022, and the notice process has been completed
25 in conformity with the Settlement. The Court finds that said notice was the best notice practicable
26 under the circumstances. The Class Notice provided due and adequate notice of the proceedings
27 and matters set forth therein, informed Settlement Class members of their rights, and fully
28 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of
Court 3.769, and due process.

1 5. The Court finds that no Settlement Class member objected to the Settlement, that
2 no Settlement Class member opted out of the Settlement, and that the 100% participation rate in
3 the Settlement supports final approval.

4 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
5 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
6 terms.

7 7. For purposes of settlement only, the Court finds that: (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
9 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
10 community of interest among members of the Settlement Class with respect to the subject matter
11 of the litigation; (c) the claims of the Class Representative are typical of the claims of the
12 Settlement Class members; (d) the Class Representative has fairly and adequately protected the
13 interests of the Settlement Class members; (e) a class action is superior to other available methods
14 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
15 counsel for the Class Representative and the Settlement Class.

16 8. The Court finds that given the absence of objections to the Settlement, this Order
17 shall be considered final as of the date of entry.

18 9. The Court finds that the Settlement Awards, as provided for in the Settlement, are
19 fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
20 Settlement Awards in conformity with the terms of the Settlement.

21 10. The Court orders that the Gross Settlement Amount of \$464,100.00 shall be
22 deposited by Defendant Hocking International Laboratories, Inc. with the Settlement
23 Administrator, Phoenix Settlement Administrators, within ten (10) Court days of the Final
24 Effective Date.

25 11. The Court finds that Class Representative Service Award in the amount of
26 \$7,500.00 to Plaintiff is appropriate for Plaintiff's risks undertaken and her service to the
27 Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and orders that
28 the Settlement Administrator make this payment in conformity with the terms of the Settlement.

1 12. The Court finds that attorneys' fees in the amount of \$154,700.00, and litigation
2 costs of \$13,529.28 for Class Counsel, are fair, reasonable, and adequate in light of the common
3 fund created by the Settlement, and orders that the Settlement Administrator distribute these
4 payments to Class Counsel in conformity with the terms of the Settlement.

5 13. The Court orders that the Settlement Administrator shall be paid \$7,500.00 from
6 the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work
7 done and to be done until the completion of this matter and finds that sum appropriate.

8 14. The Court finds that the payment to the California Labor & Workforce
9 Development Agency ("LWDA") in the amount of \$30,000.00 for its share of the settlement of
10 Plaintiff's representative claim under the PAGA is fair, reasonable, and adequate, and orders the
11 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
12 of the Settlement.

13 15. This Court orders that Settlement Class members have 180 days to cash their
14 checks after they are mailed, and that any settlement checks that remain uncashed after 180 days
15 after they are mailed shall be placed in a *cy pres* fund and awarded to Legal Aid Society of San
16 Diego.

17 16. Upon satisfaction of all obligations under the Settlement and the Final Approval
18 Order, as of the Final Effective Date, and upon Defendant Hocking International Laboratories,
19 Inc.'s complete funding of the Gross Settlement Amount, Plaintiff and every member of the
20 Settlement Class will fully release and discharge Defendant and any of Defendant's officers,
21 directors, employees, agents, principals, representatives, attorneys, accountants, partners,
22 investors, shareholders, administrators, insurers and reinsurers, parent companies, subsidiaries,
23 divisions, predecessors, successors, and assigns (collectively, the "Released Parties") from any
24 and all causes of action, claims, rights, or statutory damages, penalties, liabilities, expenses, and
25 losses under California law arising from their employment with Defendant that were alleged in
26 the Complaint or that could have been alleged based on the facts alleged in the Complaint,
27 including, but not limited to: any alleged failure by Defendant (1) to pay minimum or overtime
28 wages; (2) to provide meal periods; (3) to authorize and permit rest periods; (4) to provide

1 compliant wage statements; (5) to timely pay wages at the end of alleged employment; and (6)
2 any right or claim for unfair business practices in violation of California Business & Professions
3 Code sections 17200, *et seq.*, based on the alleged failures set forth in (1) through (5) above
4 (“California Released Claims”). In addition, all Settlement Class members (whether or not they
5 opt out) who worked for Defendant in California at any point from September 27, 2020 to June
6 17, 2022 (the “PAGA Period”) shall release Defendant from any right or claim for civil penalties
7 pursuant to the PAGA, arising under the California Labor Code or Wage Orders based on the
8 alleged failures set forth in (1) through (5) above arising during the PAGA Period (“PAGA
9 Released Claims”).

10 17. The Court finds that, pursuant to the Settlement, and in light of Plaintiff’s Class
11 Representative Service Award, Plaintiff has agreed to release, as an individual and in addition to
12 the California Released Claims and PAGA Released Claims described above, all claims, whether
13 known or unknown, under federal law or state law, against the Released Parties, arising from her
14 employment with Defendant, through the date this Settlement Agreement is signed by Plaintiff
15 (“Plaintiff’s Released Claims”). The Parties understand and agree that, by way of this release,
16 Plaintiff is not releasing, compromising, settling or resolving any claims for or related to workers’
17 compensation, any claims for unemployment insurance benefits, nor any other claims which
18 cannot be released as a matter of law. Plaintiff understands that this release includes unknown
19 claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of
20 the California Civil Code, which provides: “A general release does not extend to claims that the
21 creditor or releasing party does not know or suspect to exist in his or her favor at the time of
22 executing the release and that, if known by him or her, would have materially affected his or her
23 settlement with the debtor or released party.”

24 18. This document shall constitute a final judgment pursuant to California Rule of
25 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
26 approval hearing, the court must make and enter judgment. The judgment must include a provision
27 for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment.
28 The court may not enter an order dismissing the action at the same time as, or after, entry of

1 judgment." The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,
2 and this Judgment.

3 19. Plaintiff shall file a disbursement declaration on or before August 1, 2023.

4 **IT IS SO ORDERED.**

5
6 Dated: 11.4.22


Honorable Kenneth J. Medel
Judge of the Superior Court