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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

AMY OROZCO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

BETTS COMPANY, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 34-2021-00309846

(Assigned to the Hon. Lauri A. Damrell, Dept. 28)

**[PROPOSED] ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 27, 2023

Time: 9:00 a.m.

Dept.: 28

Complaint Filed: October 15, 2021

FAC Filed: December 27, 2021

SAC Filed: March 9, 2022

Trial Date: Not Set

1 Plaintiff Amy Orozco (“Plaintiff”) and Defendant Betts Company (“Defendant”)
2 (collectively, the “Settling Parties”) have entered into the Joint Stipulation of Class Action and
3 PAGA Settlement and Release (“Agreement” or “Settlement Agreement”) to settle the above-
4 captioned class action subject to the Court’s approval (the “Settlement”).

5 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class
6 Action Settlement. The Court has read, heard, and considered all the pleadings and documents
7 submitted, and the presentations made in connection with the Motion which came on for hearing on
8 October 27, 2023.

9 **I. BACKGROUND**

10 On October 15, 2021, Plaintiff initiated this action in the Superior Court of California,
11 County of Sacramento. On March 9, 2022, Plaintiff filed the operative Second Amended
12 Complaint. The Second Amended Complaint alleges class and PAGA claims: (1) violation of Labor
13 Code § 226; (2) violation of Labor Code §§ 226.7 and 512; (3) violation of Labor Code §§ 201-204
14 and 246; (4) violation of Labor Code § 2698, *et seq.*; and (5) violation of Business & Professions
15 Code § 17200, *et seq.*

16 **A. Class Members**

17 The “Class” is defined as “all current and former non-exempt employees of Defendant in the
18 State of California who were paid “Opt-Out OT” wages and/or who received Opt-Out wages or
19 other bonuses in the same pay period as a meal/rest period premium and/or paid sick leave wages
20 anytime during the Class Period.”

21 **B. Operation of the Settlement**

22 Pursuant to the Preliminary Approval Order, this Court conditionally certified the Class and
23 granted preliminary approval of the Settlement. The Preliminary Approval Order also approved of
24 the proposed form of class notice and notice plan. The Court entered the Preliminary Approval
25 Order after review and consideration of the pleadings filed in connection herewith, and the oral
26 presentations made by counsel at the hearing.

27 In compliance with the Preliminary Approval Order, the Notice of Class Action Settlement
28 (“Notice Packet”) was sent to all Class Members via first class mail. The notice dissemination

1 process was timely completed.

2 This Court finds that the Settlement appears to be the product of serious, informed, non-
3 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
4 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
5 pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the Settlement
6 is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final approval of a
7 class action settlement under California law. Under the provisions of California Code of Civil
8 Procedure § 382 and Federal Rule of Civil Procedure 23, as approved for use by the California state
9 court in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971), the trial court has discretion to
10 certify a class where:

11 [Q]uestions of law or fact common to the members of the class
12 predominate over any questions affecting only individual members,
13 and that a class action is superior to the available methods for the fair
 and efficient adjudication of the controversy ... Fed. R. Civ. Proc. 23.

14 Certification of a settlement class is the appropriate judicial device under these circumstances.

15 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
16 FOLLOWS:

17 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
18 Settlement Agreement filed in this case.

19 2. The Court has jurisdiction over the subject matter of the litigation, the Class
20 Representative, the other Participating Class Members, and Defendant.

21 3. The Court finds that the dissemination of the Notice Packet disseminated to the
22 Class Members constituted the best notice practicable under the circumstances to all Persons within
23 the definition of the Class, and fully met the requirements of California law and due process under
24 the United States Constitution. No objections were received by the Parties or the Court through the
25 date of this Order. The Court finds that no Class Member submitted a valid and timely Request for
26 Exclusion from the Settlement as determined by the Settlement Administrator.

27 4. The Court approves the settlement of the above-captioned action, as set forth in the
28 Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The Settling

1 Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

2 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties are to
3 bear their own costs and attorneys' fees.

4 6. The Court hereby certifies the following Class for settlement purposes only: all
5 current and former non-exempt employees of Defendant in the State of California who were paid
6 "Opt-Out OT" wages and/or who received Opt-Out wages or other bonuses in the same pay period
7 as a meal/rest period premium and/or paid sick leave wages anytime during the Class Period.

8 7. With respect to the Class and for purposes of approving the Settlement only and for
9 no other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable
10 and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact
11 common to the Class, and there is a well-defined community of interest among Members of the
12 Class with respect to the subject matter of the claims in the Litigation; (c) the claims of Class
13 Representative are typical of the claims of the members of the Class; (d) the Class Representative
14 has fairly and adequately protected the interests of the members of the Class; (e) a class action is
15 superior to other available methods for an efficient adjudication of this controversy; and (f) the
16 counsel of record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel
17 for the Plaintiff in her individual and representative capacity and for the Class.

18 8. Defendant shall fund \$90,000.00 of the total Gross Settlement Amount pursuant to
19 the terms of the Settlement Agreement.

20 9. The Court approves the Individual Settlement Payment amounts, which shall be
21 distributed pursuant to the terms of the Settlement Agreement.

22 10. The \$90,000.00 Gross Settlement Amount shall be used to pay (a) Class Counsel
23 attorneys' fees in the amount of \$30,000.00 and reimbursement of costs in the amount of
24 \$10,270.18; (b) an enhancement award to the Class Representative Amy Orozco for prosecuting
25 this action on behalf of the Class in the following amount: \$5,000.00; (c) the sum of \$3,750.00 to be
26 paid to the Labor and Workforce Development Agency ("LWDA") pursuant to the PAGA; (d) the
27 sum of \$1,250.00 to be paid to the Aggrieved Employees pursuant to the PAGA; and (d) \$6,500.00
28 to the settlement administrator – Phoenix Settlement Administrators (the "Settlement

Administrator”) for its fees and costs relating to the settlement administration process. The Court finds that these amounts are fair and reasonable. The allocation and distribution of these amounts from the \$90,000.00 Gross Settlement Amount shall be performed by the Settlement Administrator pursuant to the terms of the Settlement Agreement. The Court also finds that Class Counsel complied with the notice procedures to the LWDA as required by PAGA to settle the PAGA claims.

11. As of the date of this Order, all Participating Class Members are hereby deemed to have waived and released all Released Claims and are forever barred and enjoined from prosecuting the Released Claims against the Released Parties as fully set forth in the Settlement. As of the date of this Order, all Participating Class Members who worked during the PAGA Period (or “Aggrieved Employees”) are hereby deemed to have waived and released all Released PAGA Claims and are forever barred and enjoined from prosecuting the Released PAGA Claims against the Released Parties as fully set forth in the Settlement. The Settlement is not an admission of liability or wrongdoing by Defendant, nor is this Order a finding of the validity of any claims in the Action or of any fault, omission, or wrongdoing by Defendant.

12. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including all Participating Class Members, for purposes of enforcing and interpreting this Order and the Settlement.

IT IS SO ORDERED AND ADJUDGED.

DATED: _____

HON. LAURI A. DAMRELL
SUPERIOR COURT OF CALIFORNIA