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RECEIVED
VENTURA SUPERIOR COURT
JAN 28 2023

VENTURA
SUPERIOR COURT
FILED

FEB 17 2023

BRENDA L. McCORMICK
Executive Officer and Clerk
By: ELIZABETH MULLER, Deputy

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

JARID GOMEZ, individually, and on behalf of
aggrieved employees pursuant to the Private
Attorneys General Act ("PAGA");

Plaintiff,

v.

PARKER-HANNIFIN CORPORATION, an
Ohio corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 56-2022-00563952-CU-OE-VTA

Assigned for All Purposes to:
Honorable Benjamin Coats
Department 43

CLASS ACTION

**AMENDED ~~PROPOSED~~ ORDER OF
FINAL APPROVAL AND JUDGMENT**

Hearing Date: February 7, 2023
Hearing Time: 8:30 a.m.
Hearing Place: Department 43

Complaint Filed: March 21, 2022
FAC Filed: May 26, 2022
SAC Filed: July 14, 2022
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Jarid Gomez, Miguel Cortez,
2 and Jacqueline Ulloa's ("Plaintiffs") Motion for Final Approval of Class Action Settlement, and
3 considering the papers submitted in support of the motion, including the Joint Stipulation of
4 Class Action and PAGA Settlement ("Settlement Agreement," "Settlement," or "Agreement"),
5 hereby **FINDS AND ORDERS**:

6 Plaintiffs and Defendant Parker-Hannifin Corporation ("Defendant") entered the
7 Settlement Agreement on or about October 7, 2022 to settle this lawsuit.

8 The Court entered an order dated October 12, 2022 preliminarily approving the
9 settlement of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil
10 Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to Class
11 Members, providing Class Members with an opportunity to object to the Settlement or exclude
12 themselves from the Class, and scheduling a Final Approval Hearing on February 8, 2023.

13 The Court held a Final Approval Hearing on February 7, 2023 to determine whether to
14 give final approval to the Settlement of this lawsuit.

15 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
16 ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise provided
17 herein, all capitalized terms in this Order and Judgment shall have the same meaning as set forth
18 in the Settlement Agreement.

19 2. Jurisdiction. Because adequate notice has been disseminated and the Class been
20 given the opportunity to request exclusion, the Court has personal jurisdiction with respect to the
21 claims of all Class Members. The Court also has subject matter jurisdiction over this lawsuit,
22 including jurisdiction to approve the Settlement and grants final certification of the Class.

23 3. Final Class Certification. The Court finds the Class satisfies all applicable
24 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
25 process. The Court certifies the Class consisting of all current and former hourly-paid or non-
26 exempt employees of Defendant who worked for Defendant within the State of California during
27 the time period from April 4, 2016 through June 15, 2022. There are three thousand four hundred
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1 forty-eight (3,448) Class Members who did not submit valid and timely requests to exclude
2 themselves from this Settlement (“Participating Class Members”).¹

3 4. Adequacy of Representation. Class Counsel fully and adequately represented the
4 Class for purposes of entering and implementing the Settlement and satisfied the requirements of
5 Code of Civil Procedure section 382.

6 5. Class Notice. The Court finds the Notice of Class Action Settlement (“Class
7 Notice”) and its distribution to Class Members were implemented pursuant to the Settlement and
8 this Court’s Preliminary Approval Order. The Court also finds the Class Notice:

9 a. constitutes notice reasonably calculated to apprise Class Members of: (i)
10 pendency of this lawsuit; (ii) material terms and provisions of the Settlement Agreement and
11 their rights; (iii) their right to object to any aspect of the Settlement Agreement; (iv) their right to
12 exclude themselves from the Settlement Agreement; (v) their right to receive Individual
13 Settlement Shares; (vi) their right to appear at the Final Approval Hearing; and (vii) binding
14 effect of the orders and judgment in this lawsuit on all Participating Class Members;

15 b. constitutes notice that fully satisfied the requirements of Code of Civil
16 Procedure section 382, California Rule of Court 3.769, and due process;

17 c. constitutes the best practicable notice to Class Members under the
18 circumstances of this lawsuit; and

19 d. constitutes notice reasonable, adequate, and sufficient to Class Members.

20 6. Final Settlement Approval. The terms and provisions of the Settlement
21 Agreement have been entered in good faith and are the product of arm’s-length negotiations by
22 experienced counsel who have done a meaningful investigation of the claims. The Settlement
23 Agreement and all its terms and provisions are fully and finally approved as fair, reasonable,
24 adequate, and in the best interests of the Parties. The Parties are hereby directed to implement the
25 Settlement Agreement according to its terms and provisions.

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28 ¹ The Settlement Administrator mailed Class Notices to three thousand four hundred fifty-
one (3,451) Class Members and received three (3) timely requests for exclusion. Thus, there

1 7. Binding Effect. The terms and provisions of the Settlement and this Order and
2 Judgment are binding on Plaintiffs, Participating Class Members, Eligible Aggrieved Employees,
3 and their spouses, heirs, registered domestic partners, executors, administrators, successors, and
4 assigns. In addition, those terms shall have res judicata and other preclusive effect in all pending
5 and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons
6 to the extent those claims, lawsuits, or other proceedings involve matters that were or could have
7 been raised in this lawsuit and are encompassed by the Released Claims and Released PAGA
8 Claims. The Settlement will have no binding effect upon, and provide no res judicata preclusion
9 to, those Class Members who have submitted timely requests for exclusion.

10 8. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
11 any action to enforce the terms and provisions of the Settlement Agreement.

12 9. Releases.

13 a. Release of Claims by all Participating Class Members. As of the Effective Final
14 Settlement Date and upon fully funding the settlement, Participating Class
15 Members will be bound by a release of all claims and causes of action against any
16 of the Released Parties falling under the definition of Released Claims which
17 arose during the Class Period.

18 b. Release of PAGA Claims. As of the Effective Final Settlement Date and upon
19 fully funding the settlement, California Labor Workforce Development Agency
20 (“LWDA”), and any person acting on its behalf, including, but not limited to,
21 Plaintiffs and all Eligible Aggrieved Employees, will be bound by a release of all
22 claims and causes of action against any of the Released Parties falling within the
23 definition of Released PAGA Claims which arose during the PAGA Timeframe.

24 c. Plaintiffs’ General Release of Claims. As of the Effective Final Settlement Date,
25 and in exchange for the Class Representative Enhancement Payments to the
26 Plaintiffs, in recognition of their work and efforts in obtaining the benefits for the
27 Class and undertaking the risk for the payment of costs if this matter had not
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are three thousand four hundred forty-eight (3,448) Participating Class Members.

1 successfully resolved, Plaintiffs provide a general release of claims against any of
2 the Released Parties for themselves and their spouse(s), heirs, successors, and
3 assigns. In addition, Plaintiffs' Release of Claims includes a waiver of Civil Code
4 section 1542.

5 10. Class Representative Enhancement Payments. The Court finds the Class
6 Representative Enhancement Payments of \$10,000, to be paid by Defendant to each Plaintiff
7 (totaling \$30,000) out of the Gross Settlement Amount, to be reasonable and appropriate. The
8 Class Representative Enhancement Payments are to be paid pursuant to the terms and provisions
9 set forth in the Agreement.

10 a. The rationale for making enhancement payments is class representatives should
11 be compensated for the expense and risk they incurred in conferring a benefit on
12 the Class. Criteria courts consider include: (1) risk to the class representatives in
13 commencing suit; (2) notoriety and personal difficulties; (3) amount of time and
14 effort spent by the class representatives; (4) duration of the litigation; and (5)
15 personal benefit (or lack thereof) enjoyed by class representatives.

16 b. The Court reviewed Plaintiffs' declarations outlining their involvement. Given the
17 risks inherent in the services as the class representatives, duration of the case and
18 time involved, and benefits created for the Class, the Court approves the payment
19 of the Class Representative Enhancement Payments of \$10,000 to each Plaintiff.

20 11. Attorney Fee Award and Cost Award. The Court finds the Attorney Fee Award
21 of \$2,100,000, to be paid out of the Gross Settlement Amount by Defendant to Class Counsel, to
22 be reasonable and appropriate. In addition, the Court finds the Cost Award as reimbursement for
23 actual litigation costs incurred of \$29,181.83, to be paid by Defendant to Class Counsel out of
24 the Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be
25 paid pursuant to the terms and provisions set forth in the Settlement Agreement. Defendant shall
26 not be required to pay for any other attorneys' fees and expenses, costs, or disbursements
27 incurred by Class Counsel or any other counsel representing Plaintiffs or Class Members.
28 Defendant shall also not be required to pay for any other attorneys' fees and expenses, costs, or

1 disbursements incurred by Plaintiffs or Class Members in connection with or related in any
2 manner to this lawsuit, Settlement Agreement, settlement administration, and/or Released Claims
3 and Released PAGA Claims.

4 a. The Court has an independent right and responsibility to review the Attorney Fee
5 Award and only award so much as it determines reasonable. (See *Garabedian v.*
6 *Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-28.) The
7 Attorney Fee Award of \$2,100,000 is thirty-five percent (35%) of the common
8 fund created for the benefit of the Class and is supported by use of the percentage-
9 fee method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480,
10 504.) Considering the exceptional results achieved, financial risk undertaken,
11 novel and difficult nature of this litigation, skills required, percentage fees award
12 in previous and other cases, and contingent fees charged in the marketplace, the
13 Court finds the Attorney Fee Award is consistent with the marketplace, is
14 reasonable, and is approved.

15 b. The Court reviewed the declaration of Douglas Han regarding the costs expended
16 in prosecuting this case. Under the terms of the Settlement, Class Counsel may
17 seek reimbursement of up to \$30,000 in litigation costs. The Court finds Class
18 Counsel expended \$29,181.83 in litigation costs, and such costs were reasonable.
19 Thus, the Court approves the payment of the Cost Award of \$29,181.83 from the
20 common fund for the reimbursement of Class Counsel's litigation costs.

21 12. Administration Costs. The Court finds Administration Costs of \$31,000, to be
22 paid by Defendant to the Settlement Administrator out of the Gross Settlement Amount, to be
23 reasonable and appropriate. The Administration Costs are to be paid pursuant to terms and
24 provisions set forth in the Settlement Agreement.

25 a. The Court reviewed the declaration of Kaylie O'Connor from CPT Group, Inc.,
26 the Court-approved Settlement Administrator. The Court finds notice was
27 provided to the Class pursuant to the Preliminary Approval Order, constitutes the
28 best practicable notice to the Class, and satisfied due process. Thus, the Court

1 approves the payment of the Administration Costs of \$31,000 for the Settlement
2 Administrator's services in administering the Settlement.

3 13. PAGA Payment. The Court finds the PAGA Payment of \$300,000, seventy-five
4 percent (75%) of which (\$225,000) will be paid to the LWDA out of the Gross Settlement
5 Amount and twenty-five percent (25%) of which (\$75,000) shall be distributed to Eligible
6 Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Payment
7 is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

8 14. Funding the Settlement. No later than seven (7) calendar days after the Effective
9 Final Settlement Date and upon the Settlement Administrator performing its necessary duties to
10 establish the Qualified Settlement Fund ("QSF") as required by section III(K)(4) of the
11 Settlement, Defendant shall deposit the Gross Settlement Amount of \$6,000,000 into the QSF.
12 No funds will be payable by Defendant prior to that time. Within seven (7) calendar days after
13 the funding of the Settlement, the Settlement Administrator shall calculate and pay all payments
14 due under the Settlement.

15 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
16 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiffs contend the
17 Settlement was the product of arm's-length negotiations following extensive litigation,
18 discovery, and exchange of documentation. The negotiations were facilitated with the aid of
19 Mark S. Rudy, Esq., an experienced and well-respected mediator.

20 a. The fairness of the Settlement is demonstrated by there being no objections to and
21 only three (3) requests for exclusion from the Settlement.

22 b. The fairness of the Settlement is further illustrated by the gross *average*
23 Individual Settlement Share being approximately \$1,017.93, and the gross *highest*
24 Individual Settlement Share being about \$2,147.32.

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1 16. Uncashed Checks. Participating Class Members and Eligible Aggrieved
2 Employees must cash or deposit their Individual Settlement Share checks within one hundred
3 eighty (180) calendar days after the checks are mailed to them. Uncashed settlement checks will
4 be paid to the California State Controller's Unclaimed Property Division in accordance with
5 California Unclaimed Property Law.

6 17. Final Accounting and Compliance. ~~The Court sets a nonappearance case review~~
7 ~~for December 1, 2023 in Department 43. Within five (5) court days before this hearing, Plaintiffs~~
8 shall file a compliance status report. Pursuant to Code of Civil Procedure section 384, the
9 compliance status report shall specify the total amount paid to Participating Class Members and
10 the residual of the unclaimed settlement funds that will be paid to the entity identified as the
11 recipient of such funds in the Settlement Agreement.

12 18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
13 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
14 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
15 and for any other necessary purpose, including, without limitation:

- 16 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
17 claims, or causes of action in this lawsuit that, in whole or in part, are related to or
18 arise out of the Settlement or this Order and Judgment;
- 19 b. entering such additional orders as may be necessary or appropriate to protect or
20 effectuate this Order and Judgment approving the Settlement, and permanently
21 enjoining Plaintiffs from initiating or pursuing related proceedings, or to ensure
22 the fair and orderly administration of the Settlement; and
- 23 c. entering any other necessary or appropriate orders to protect and effectuate this
24 Court's retention of continuing jurisdiction.

25 19. No Admissions. Neither the making of the Settlement nor the entry of the
26 Settlement is an admission by Defendant. In addition, this Order and Judgment is not a finding of
27 the validity of any claims in this matter or of any other wrongdoing. The Settlement is not a
28 concession and shall not be used as an admission of any wrongdoing, fault, or omission of any

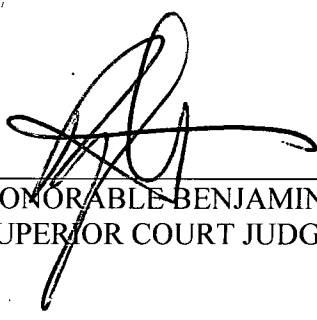
1 entity or persons, nor may any action taken to carry out the terms of the Settlement be construed
2 as an admission or concession by or against Defendant or any related person or entity.

3 The Motion for Final Approval of Class Action Settlement, Attorney Fee Award, Cost
4 Award, and Class Representative Enhancement Payments is GRANTED. The Settlement
5 Administrator is directed to carry out the terms of the Settlement Agreement forthwith.

6 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
7 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
8 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
9 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
10 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
11 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
12 THE JUDGMENT THEREON.

13 IT IS SO ORDERED.

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15 DATED: 02/07/2023



HONORABLE BENJAMIN COATS
SUPERIOR COURT JUDGE

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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On March 2, 2023, I served the foregoing document described as

AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Gomez, et al. v. Parker-Hannifin Corporation**
LWDA/Court Case No.: **LWDA Case No.: CM-845406-21**
Court Case No.: 56-2022-00563952-CU-OE-VTA
Ventura County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 2, 2023, at Pasadena, California.



Mariah Anderson