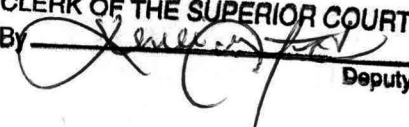


FILED
ALAMEDA COUNTY

NOV 02 2022

CLERK OF THE SUPERIOR COURT
By  Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

David Fernandez, an individual,

Plaintiff,

vs.

Uni-Fab Industries Inc., a California corporation,
Paul R. Hitchcock, an individual, and Does 1-10,
inclusive,

Defendants.

CASE NO. RG21113621

[Assigned to Honorable Brad Seligman,
Department 23]

CLASS ACTION

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

Date: November 1, 2022 [Reserved]

Time: 3:00 p.m.

Dept.: 23

~~PROPOSED~~ ORDER

A hearing was held in the aforementioned court on November 1, 2022 at 3:00 p.m. on Plaintiff's unopposed Motion for Order Granting Final Approval of Class Action Settlement on the terms set forth in the Joint Stipulation of Settlement and Release of Class Action (the "Settlement Agreement").

In conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined in the Settlement Agreement), and having considered the Settlement Agreement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the Settlement Agreement, and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement Agreement and orders and makes the following findings and determinations and enters final judgment as follows:

1. All terms used in this order shall have the same meanings given as those terms are used and/or defined in the parties' Settlement Agreement and Plaintiff's Motion for Order Granting Final Approval of Class Action Settlement. A copy of the Settlement Agreement is attached to the Declaration of Elliot J. Siegel in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1** and is made a part of this Order.¹

2. The Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve the Settlement Agreement and all exhibits thereto.

3. For settlement purposes only, the Court finally certifies the Class, as defined in the Settlement and as follows:

"All persons who worked at least one shift as a non-exempt employee for Uni-Fab in the State of California from September 17, 2017 to May 19, 2022."

4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the California Rules of Court for the purpose of effectuating the Settlement.

5. The Court finds that an ascertainable class of 238 Participating Class Members exists and a well-defined community of interest exists on the questions of law and fact involved

¹ The Court had previously granted preliminary approval of the Settlement on July 25, 2022.

1 because in the context of the Settlement: (i) all related matters, predominate over any individual
2 questions; (ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in
3 negotiating, entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly
4 and adequately represented and protected the interest of the Class Members.

5 6. The Court finds that the Settlement Agreement has been reached as a result of
6 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties
7 have conducted extensive investigation and research, and their attorneys were able to reasonably
8 evaluate their respective positions.

9 7. The Court finds that the Settlement constitutes a fair, adequate, and reasonable
10 compromise of the Class' claims and will avoid additional and potentially substantial litigation
11 costs, as well as the delay and risks of the Parties if they were to continue to litigate the case.
12 Additionally, after considering the monetary recovery provided as part of the Settlement in light
13 of the challenges posed by continued litigation, and Court concludes that Class Counsel secured
14 significant relief for Class Members.

15 8. The Court hereby approves the terms set forth in the Settlement Agreement and
16 finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent and
17 compliant with all applicable requirements of the California Code of Civil Procedure, the California
18 and United States Constitutions, including the Due Process clauses, the California Rules of Court,
19 and any other applicable law, and in the best interests of each of the Parties and Class Members.

20 9. The Court is satisfied that CPT Group, Inc., which functioned as the Settlement
21 Administrator, completed the distribution of Class Notice to the Class in a manner that comports
22 with California Rule of Court 3.766. The Class Notice informed the prospective Class Members of
23 the Settlement terms, their right to do nothing and receive their settlement share, their right to
24 submit a request for exclusion, their rights to comment on or object to the Settlement, and their
25 right to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of the
26 Settlement. Adequate periods of time to respond and to act were provided by each of these
27 procedures. Zero Class Members filed written objections to the Settlement as part of this notice
28 process, and Zero Class Members filed a written statement of intention to appear at the Final

1 Approval and Fairness Hearing, and one Class Member submitted a request for exclusion. Those
2 Class Members who requested exclusion, specifically Ralph Lee, will not be bound by the
3 Settlement and will not receive any portion of the Net Settlement Amount.

4 10. The Court appoints Plaintiff David Fernandez as Class Representative and finds him
5 to be adequate.

6 11. The Court appoints Elliot J. Siegel and Julian Burns King of King & Siegel LLP as Class
7 Counsel, and finds each of them to be adequate, experienced, and well-versed in class action
8 litigation.

9 12. The terms of the Settlement Agreement, including the Maximum Settlement
10 Amount of \$1,000,000 and the allocation for determining Individual Settlement Payments, are
11 fair, adequate, and reasonable to the Class and to each Class Member, and the Courts grants final
12 approval of the Settlement set forth in the Settlement Agreement, subject to this Order.

13 13. The Court further approves the following distributions from the Maximum
14 Settlement Amount, which fall within the ranges stipulated by and through the Settlement
15 Agreement:

16 a. The amount of \$12,000 designated for payment to the Settlement
17 Administrator is fair and reasonable. The Court grants final approval of it and orders the
18 Parties to make the payment to the Settlement Administrator in accordance with the
19 Settlement Agreement.

20 b. The \$300,000.00 amount, representing thirty percent (30%) of the
21 Maximum Settlement Amount, requested by Plaintiff and Class Counsel for the Class
22 Counsel's attorneys' fees is fair and reasonable in light of the benefit obtained for the Class.
23 The Court grants final approval of, awards, and orders the Class Counsel fees payment to
24 be made in accordance with the Settlement Agreement, except that 10% of this fee shall
25 be held back from distribution until the final accounting is approved..

26 c. The Court awards Class Counsel \$12,156.87 in litigation costs, which is an
27 amount which the Court finds to be reflective of the actual and reasonable costs incurred.
28

1 The Court grants final approval of Class Counsel's litigation expenses payment and orders
2 payment of this amount to be made in accordance with the Settlement Agreement.

3 d. The \$15,000 class representative incentive payment requested to the
4 Named Plaintiff David Fernandez is fair and reasonable. The Court grants final approval of
5 the payment and orders the payment to be made in accordance with the Settlement
6 Agreement.

7 e. The Court approves of the \$100,000 allocation assigned for claims under
8 the Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (*i.e.*,
9 \$75,000) to be paid to the California Labor and Workforce Development Agency in
10 accordance with the terms of the Settlement Agreement.

11 14. The Court orders the Parties to comply with and carry out all terms and provisions
12 of the Settlement Agreement, to the extent that the terms thereunder do not contradict with this
13 order, in which case the provisions of this order shall take precedence and supersede the
14 Settlement Agreement.

15 15. All Participating Class Members shall be bound by the Settlement and this order,
16 including the release of claims as set forth in the Settlement Agreement.

17 16. The Parties shall bear their own respective attorneys' fees and costs except as
18 otherwise provided in this order and the Settlement Agreement.

19 17. All checks mailed to the Class Members must be cashed within one hundred and
20 twenty (120) days after mailing.

21 18. Plaintiff shall file with the Court a proposed Amended Judgment and report
22 regarding the status of distribution no later than fifty (50) days after all funds have been
23 distributed and 5 court days before the final accounting hearing.

24 19. The Court approves the California Bar's Justice Gap Fund as the *cy pres* beneficiary
25 and finds that it complies with all requirements under C.C.P. § 384. Per Section 384(b), the Court
26 will amend this Judgment after Counsel provides the Court with the report regarding distribution
27 of funds to direct that any uncashed funds be paid to the California Bar's Justice Gap Fund.

1 20. No later than 10 days of this order, the Settlement Administrator shall give notice
2 of judgment to Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a
3 copy of this Order and Final Judgment on its website assigned to this matter.

4 21. The Court retains continuing jurisdiction over the Action and the Settlement,
5 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code of Civil
6 Procedure section 664.6, solely for purposes of (a) enforcing the Settlement Agreement,
7 (b) addressing settlement administration matters, and (c) addressing such post-judgment matters
8 as may be appropriate under court rules or applicable law.

9 22. This final judgment is intended to be a final disposition of the above-captioned
10 action in its entirety and is intended to be immediately appealable. This final judgment resolves
11 all claims released by the Settlement Agreement against Defendants.

12 23. The Court hereby sets a hearing date of April 4, 2023 at 3:00 p.m. for a hearing on
13 the final accounting and distribution of the settlement funds.

14
15 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**
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19 DATED: 11/2/22

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21 Hon. Brad Seligman
22 Alameda County Superior Court Judge
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