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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF ALAMEDA**

16 SANTIAGO MELGAR; on behalf of himself
17 and all others similarly situated;

18 Plaintiff,

19 vs.

20 PRO-TEK MANUFACTURING, INC., and
21 DOES 1 through 20, inclusive;

22 Defendants.

FILED
ALAMEDA COUNTY

OCT 24 2023

CLERK OF THE SUPERIOR COURT

By Nicole Flaw

CASE NO.: 21CV002665

Assigned to the Hon. Evelio Grillo, Dept. 21

CLASS ACTION

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

HEARING DATE

Date: October 20, 2023

Time: 9:00 a.m.

Dept.: 21

Reservation ID: 988620912751

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

1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set
2 forth in the Amended Class Action and PAGA Settlement Agreement (the "Settlement
3 Agreement" and/or the "Settlement") came for hearing on October 20, 2023, in Department 21 of
4 the above-entitled court.

5 The Final Approval Motion was unopposed by Defendant Pro-Tek Manufacturing, Inc.
6 ("Defendant"). Having considered the Final Approval Motion, the Settlement Agreement,
7 declarations in support thereof, and all other materials properly before the Court and having
8 conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the
9 Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement is
10 approved. Due and adequate notice having been given to the Settlement Class, and the Court
11 having considered the Settlement Agreement, all papers filed and proceedings had herein and all
12 oral and written comments received regarding the proposed Settlement, and having reviewed the
13 record in this Action, and good cause appearing,

14 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

15 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
16 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

17 2. The Court has jurisdiction over the subject matter of this Action, the Class
18 Representatives, the Settlement Class Members, and Defendant.

19 3. The Court finds that the distribution of the Notice Packet, as provided for in the
20 Amended Order Granting Preliminary Approval of Class Action Settlement, constituted the best
21 notice practicable under the circumstances to all Settlement Class Members and fully met the
22 requirements of California law and due process under the California and United States
23 Constitution. Based on evidence and other material submitted, the actual notice to the Settlement
24 Class was adequate.

25 4. The Court finds that the instant Action presented a good faith dispute of the claims
26 alleged, and the Court finds in favor of Settlement approval. Specifically, the claims on behalf
27 of the Settlement Class Members included claims for failure to pay all minimum wages, failure
28 to pay overtime wages and/or failure to pay such wages at the correct rate(s) of pay, meal and rest

1 break violations, failure to provide accurate itemized wage statements, failure to pay all wages
2 during employment and upon separation of employment, and unfair and unlawful business
3 practices, and PAGA penalties based on the foregoing Labor Code violations.

4 5. All Settlement Class Members who did not opt-out of the Settlement are entitled
5 to payment pursuant to the Settlement and this Judgment.

6 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
7 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
8 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
9 Settlement Agreement.

10 7. The Settling Parties are to bear their own costs, except as otherwise provided in
11 the Settlement Agreement.

12 8. For purposes of effectuating this Order and Judgment (including the Released
13 Claims of Participating Class Members), this Court has certified the following class: "all persons
14 who are or were previously employed by Defendant in California classified as a non-exempt or
15 hourly employee at any time from November 15, 2017, until November 10, 2022." The Court
16 deems this definition sufficient for purposes of California Rules of Court, Rule 3.765(a). All
17 Settlement Class Members who opted-out are excluded from any and all terms and obligations,
18 including the release(s) of the Settlement.

19 9. With respect to the Participating Class Members and for purposes of approving
20 this Settlement, this Court finds and concludes as follows: (a) the Settlement Class Members are
21 ascertainable and so numerous that joinder of all Settlement Class Members is impracticable; (b)
22 there are questions of law or fact common to the Settlement Class Members, and there is a well-
23 defined community of interest among the Settlement Class Members with respect to the subject
24 matter of the Action; (c) the claims of the Class Representatives are typical of the claims of the
25 Settlement Class Members; (d) the Class Representatives have fairly and adequately protected
26 the interests of the Settlement Class Members; (e) a class action is superior to other available
27 methods for an efficient adjudication of this controversy; and (f) the counsels of record for the
28 Class Representatives, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in

1 their respective individual and representative capacities and for the Participating Class Members.

2 10. By this Judgment, the Class Representatives shall release, relinquish, and
3 discharge, and each of the Participating Class Members shall be deemed to have, and by operation
4 of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
5 Released Claims, as defined in the Settlement Agreement.

6 11. Neither the Settlement Agreement nor the Settlement terms contained therein, nor
7 any act performed or document executed pursuant to or in furtherance of the Settlement
8 Agreement or the Settlement: (i) is or may be deemed to be, or may be used by, the Class
9 Representatives or Participating Class Members as an admission of, or evidence of, the validity
10 of any of the Settlement Class Members' Released Claims, or of any wrongdoing or liability of
11 Defendant or any of the other Released Parties; or, (ii) is or may be deemed to be, or may be used
12 by, the Class Representatives or Participating Class Members as an admission of, or evidence of,
13 any fault or omission of Defendant or any of the other Released Parties in any civil, criminal, or
14 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
15 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
16 this Action in any other action that may be brought against it or them in order to support a defense
17 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
18 settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or
19 similar defense or counterclaim.

20 12. The "Settlement Amount" to be paid under the Settlement Agreement is
21 ~~\$600,000.00. From this amount, Class Counsel collectively sought: an award of Attorneys' Fees~~
22 ~~of \$200,000;~~ ^{The court awards} ~~\$180,000~~ Costs in the amount of \$16,923.25; Class Representatives Service Payment for the
23 ~~Class Representative of \$10,000;~~ ^{\$7,500} \$6,000.00 to the Settlement Administrator, ILYM Group, Inc.;
24 and, \$15,000.00 to the LWDA for PAGA Penalties. Defendant does not oppose these requests.
25 The Court finds that the Settlement Amount is fair, reasonable, and adequate, and awards the
26 payments as set forth above from the Settlement Amount. After deducting the foregoing payments
27 from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the
28

1 Participating Class Members as set forth in the Settlement Agreement and as calculated by the
2 Settlement Administrator.

3 13. The Settlement Administrator is directed to calculate each Participating Class
4 Member's Individual Settlement Payments from the Net Settlement Amount and issue all
5 payments in accordance with the Settlement Agreement.

6 14. Concurrently with mailing the settlement checks to the Participating Class
7 Members, the Settlement Administrator shall include a Notice of Entry of Judgment to all
8 Participating Class Members either on a postcard or as a detachable portion of the check for the
9 Participating Class Members, noting the following: "Please be advised that on [date] the Superior
10 Court of California for the County of Alameda entered Judgment in the case entitled *Melgar v.*
11 *Pro-Tek Manufacutring, Inc.*, Case No. 21CV002665, on behalf of all Participating Class
12 Members employed by Defendant at any time during the Class Period of November 15, 2017,
13 through November 10, 2022."

14 15. Participating Class Members shall have 180 days from the date of issuance by the
15 Settlement Administrator to present the Settlement check for payment to a financial institution.
16 In the event that a Participating Class Member does not present his/her Settlement check for
17 payment within this time period, the uncashed check along with any interest that has accrued
18 thereon, shall be submitted to the Legal Aid At Work pursuant to the terms of Code of Civil
19 Procedure section 384(b).

20 16. This document shall constitute a Judgment for purposes of California Rule of
21 Court 3.769(h).

22 17. The Court reserves exclusive and continuing jurisdiction over the Action, the Class
23 Representatives, the Participating Class Members, and Defendant for the purposes of supervising
24 the implementation, enforcement, construction, administration, and interpretation of the
25 Settlement Agreement and this Judgment.

26 **IT IS SO ORDERED.**

27 Dated: 10/24/23, ~~2022~~



HON. EVELIO GRILLO
JUDGE OF THE SUPERIOR COURT