

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

BRITTANY DAM, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

RUBBER-CAL, INC., a California
corporation,

Defendant.

Case No.: 30-2020-01176087-CU-OE-CXC

Assigned for All Purposes to:
Honorable Peter Wilson
Department CX-102

CLASS ACTION

**ORDER OF FINAL APPROVAL AND
JUDGMENT**

Hearing Date: September 29, 2022
Hearing Time: 2:00 p.m.
Hearing Place: Department CX-102

Complaint Filed: December 23, 2020
FAC Filed: December 6, 2021
Trial Date: None Set

1 This matter came before Honorable Peter Wilson in Department CX-102 of the above-
2 entitled Court, located at 751 West Santa Ana Boulevard., Santa Ana, California 92701, on
3 Plaintiff Brittany Dam's ("Plaintiff") Motion for Final Approval of Class Action Settlement,
4 Attorney Fees Award, Cost Award, and Class Representative Enhancement Payment.

5 On April 25, 2022, the Court entered an Order Preliminarily Approving Class Action
6 Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement of
7 the above-entitled case in accordance with the Amended Joint Stipulation of Class Action and
8 PAGA Settlement ("Settlement Agreement," "Settlement," or "Agreement"), which, together
9 with the exhibits annexed thereto, sets forth the terms and conditions for settlement of this case.

10 Having reviewed and considered all papers filed in support of the Motion for Final
11 Approval, and the arguments of counsel, and good cause appearing:

12 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

13 All terms used herein shall have the same meaning as defined in the Settlement
14 Agreement and the Preliminary Approval Order. This Court has jurisdiction over the claims of
15 the Class Members asserted in this proceeding and over all Parties to this case. The Court finds
16 the applicable requirements of Code of Civil Procedure section 382 and California Rule of
17 Court 3.769, *et seq.*, have been satisfied with respect to the Class and Settlement Agreement.
18 The Court makes final its earlier provisional certification of the Class for settlement purposes,
19 as set forth in the Preliminary Approval Order. The Class is defined to include:

20 All non-exempt California employees of Defendant Rubber-Cal, Inc.
21 ("Defendant") during the time period from December 23, 2016, to December
22 23, 2021 who did not previously sign individual separation agreements
23 ("Class," "Class Members," and "Class Period").

24 In addition, Eligible Aggrieved Employees is defined to include:

25 The aggrieved employees eligible to recover settlement funds from the PAGA
26 Payment that consist of all California non-exempt employees of Defendant at any
27 time during the time period from November 11, 2020, to December 23, 2021
28 ("Eligible Aggrieved Employees" and "PAGA Period").

The Notice of Class Action Settlement ("Class Notice") and the Election Not To

1 Participate or Opt-out Form (“Exclusion Form”) (collectively, known as the “Notice Packet”)
2 mailed to the Class Members: (1) fully and accurately informed the Class Members of all
3 material elements of the Settlement Agreement and of their opportunity to participate in, object
4 to or comment thereon, or to seek exclusion from the Settlement Agreement; (2) was the best
5 notice practicable under the circumstances; (3) was valid, due, and sufficient notice to all Class
6 Members; and (4) complied fully with the laws of California, United States Constitution, due
7 process, and other applicable law. The Notice Packet fairly and adequately described the
8 Settlement Agreement and provided the Class Members with adequate instructions and a variety
9 of means to obtain additional information.

10 The Court grants final approval of the Agreement, as reflected in the Agreement, and
11 finds the Agreement reasonable, adequate, and in the best interests of the Class. The Court
12 finds: (1) the Agreement was reached following meaningful discovery and investigation
13 conducted by Class Counsel; (2) the Agreement is the result of serious, informed, adversarial,
14 and arm’s-length negotiations between the Parties; and (3) the terms of the Agreement are fair,
15 adequate, and reasonable. The Court considered all the evidence presented, including evidence
16 regarding the strength of Plaintiff’s case, risk, expense, and complexity of the claims presented,
17 likely duration of further litigation, amount offered in the Agreement, extent of investigation
18 and discovery completed, and experience and views of Class Counsel.

19 The Agreement is not an admission by Defendant, nor is this Order and Judgment a
20 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order
21 and Judgment, the Agreement, nor any document referred to herein, nor any action taken to
22 carry out the Agreement, may be construed as, or may be used as, an admission of any fault,
23 wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

24 A full opportunity was afforded to the Class Members to participate in the Final
25 Approval Hearing, and all Class Members and other persons wishing to be heard have been
26 heard. The Class Members had a full and fair opportunity to exclude themselves from the
27 Settlement. Accordingly, the Court determines all Class Members who did not submit requests
28 for exclusion to the Settlement Administrator are bound by this Order and Judgment.

1 The Court considered there were only two (2) requests for exclusion submitted by Class
2 Members, Ezekiel Perfecto and Fenny Yip. The Court considered no objections were submitted
3 by Class Members. The Court also considered no disputes were submitted by Class Members.

4 The plan of allocation and distribution of the Gross Settlement Amount is fair, adequate,
5 and reasonable, and is approved. It is ordered Defendant shall pay the Gross Settlement Amount
6 of \$240,000 in accordance with the methodology and terms set forth in the Settlement.

7 It is ordered the Settlement Administrator shall distribute settlement payments
8 (“Individual Settlement Shares”) to all Class Members who do not submit a valid and timely
9 request to exclude themselves from the Settlement (“Participating Class Members”) according
10 to the methodology and terms set forth in the Settlement Agreement.

11 It is further ordered, pursuant to Code of Civil Procedure section 384, Participating
12 Class Members and Eligible Aggrieved Employees must cash or deposit their Individual
13 Settlement Share checks within one hundred eighty (180) calendar days after the checks are
14 mailed to them. Uncashed settlement checks will be paid to the California State Controller’s
15 Unclaimed Property Division in accordance with California Unclaimed Property Law so that the
16 Participating Class Member will have his or her Individual Settlement Share available to him or
17 her per the applicable claim procedure to request that money from California.

18 The Court finds the request for an award of attorneys’ fees of \$80,000 falls within the
19 range of reasonableness and is hereby approved. It is hereby ordered the Settlement
20 Administrator will issue payment of \$80,000 to Class Counsel as the Attorney Fee Award
21 according to the methodology and terms set forth in the Settlement Agreement.¹

22 Pursuant to the Settlement Agreement, Class Counsel can request reimbursement of
23 litigation costs and expenses of up to \$15,000. The Court finds the reimbursement of litigation
24 costs and expenses of \$10,350.79 incurred by Class Counsel is reasonable and is approved.
25 Thus, it is hereby ordered the Settlement Administrator will issue payment of \$10,350.79 to
26

27 ¹ The Parties agreed to ask for an Attorney Fee Award of one-third (1/3) of the Gross
28 Settlement Amount instead of thirty-five percent (35%) of the Gross Settlement Amount
reflected in the Settlement Agreement.

1 Class Counsel as the Cost Award for reimbursement of litigation costs and expenses.

2 The Court finds the Class Representative Enhancement Payment sought by Plaintiff is
3 fair and reasonable. It is ordered the Settlement Administrator will issue a payment of \$7,500 to
4 Plaintiff as the Class Representative Enhancement Payment.

5 It is further ordered the Settlement Administrator shall pay itself \$8,500 as its
6 Administration Costs for the services performed and costs incurred pursuant to the notice and
7 administration process in accordance with the Settlement.

8 The Court finds the allocation of \$15,000 toward penalties under the Private Attorneys
9 General Act of 2004 (“PAGA”) is fair, reasonable, and appropriate, and is approved. The
10 Settlement Administrator shall distribute the PAGA Payment as follows: seventy-five percent
11 (75%) of the PAGA Payment (\$11,250) shall be paid to the California Labor and Workforce
12 Development Agency, and twenty-five percent (25%) of the PAGA Payment (\$3,750) shall be
13 distributed to Eligible Aggrieved Employees, on a pro rata basis (“PAGA Payment”), according
14 to the methodology and terms set forth in the Settlement Agreement.

15 The Court hereby enters Judgment by which Participating Class Members shall be
16 conclusively determined to have given a release of any Released Claims against the Released
17 Parties as set forth in the Settlement Agreement and Notice Packet.

18 Notice of Judgment shall be provided to the Class by the Settlement Administrator by
19 posting, for at least 180 days from the date hereof, the Judgment on a static website the
20 Settlement Administrator has created.

21 Finally, the Court finds this case is fully and finally resolved by the Settlement
22 Agreement without a finding of liability by any party and that nothing herein is or should be
23 construed as an admission of liability by Defendant.

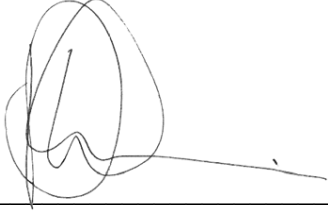
24 After entry of this Order and Judgment, pursuant to California Rules of Court, Rule
25 3.769(h), the Court shall retain continuing jurisdiction to construe, interpret, implement, and
26 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
27 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
28 with the distribution of settlement benefits.

1 The Court sets a final accounting and compliance hearing for July 7, 2023 at 9:00 a.m.
2 in Department CX-102. Plaintiff shall submit a final report and declaration of compliance and
3 accounting from the Settlement Administrator at least ten (10) days prior to the compliance
4 hearing. The final report and declaration of compliance must include all information necessary
5 for the Court to determine the total amount paid to Participating Class Members and the sum to
6 be distributed to the California State Controller's Unclaimed Property Division in accordance
7 with California Unclaimed Property Law.

8 This Court HEREBY ORDERS, ADJUDGES, AND DECREES Judgment in this matter
9 is entered in accordance with the terms of this Order and Judgment, and with the Agreement.

10
11 **IT IS SO ORDERED.**

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13 DATED: September 30, 2022

A handwritten signature in black ink, appearing to be 'Peter Wilson', written over a horizontal line.

HONORABLE PETER WILSON
SUPERIOR COURT JUDGE

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On October 3, 2022, I served the foregoing document described as

PROOF OF SERVICE