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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ANDRES CASAS, individually, and on behalf
of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

MYERS POWER PRODUCTS, INC., an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVDS1920109

Honorable David Cohn
Department S26

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: September 14, 2023
Time: 9:00 a.m.
Department: S26

Complaint Filed: July 10, 2019
FAC Filed: December 20, 2019
SAC Filed: May 3, 2023
Trial Date: None Set

1 This matter has come before the Honorable David Cohn in Department S26 of the above-
2 entitled Court, located at 247 West 3rd Street, San Bernardino, California 92415, on Plaintiff
3 Andres Casas (“Plaintiff”) Motion for Final Approval of Class Action Settlement, Attorneys’ Fees
4 and Costs, and Enhancement Award (“Motion for Final Approval”). Lawyers *for* Justice, PC
5 appeared on behalf of Plaintiff, and Baker & Hostetler LLP appeared on behalf of Defendant Myers
6 Power Products, Inc. (“Defendant”).

7 On March 29, 2023, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
9 of the above-entitled action (“Action”) in accordance with the Class Action and PAGA Settlement
10 and Release of Claims (together, “Settlement,” “Agreement,” or “Settlement Agreement”), which,
11 together with the exhibits annexed thereto, set forth the terms and conditions for settlement of the
12 Action.

13 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
14 oral argument, and good cause appearing,

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

16 1. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
18 Settlement Agreement.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

- 26 a) All current and former non-exempt, hourly-paid employees employed by
27 Defendant, who are working or who worked in the State of California at any
28 time during the time period from July 10, 2015 through and including March
29, 2023, and expressly excluding therefrom any individual who, as of
March 29, 2023, has filed a separate lawsuit of any type as a named plaintiff

1 against Defendant, alleging the same or similar claims being released by the
2 Settlement and/or who has previously released such claims (“Class” or
3 “Class Members”).

4 4. The Notice of Class Action Settlement (“Notice”) that was provided to the Class
5 Members, fully and accurately informed the Class Members of all material elements of the
6 Settlement and of their opportunity to participate in the Settlement, object to or comment to the
7 Class Settlement, or to seek exclusion from the Class Settlement; was the best notice practicable
8 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied
9 fully with the laws of the State of California, the United States Constitution, due process and other
10 applicable law. The Notice fairly and adequately described the Settlement and provided the Class
11 Members with adequate instructions and a variety of means to obtain additional information.

12 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
13 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
14 specifically, the Court finds that the Settlement was reached following meaningful discovery and
15 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
16 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
17 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
18 Court has considered all of the evidence presented, including evidence regarding the strength of
19 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
20 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
21 completed; and the experience and views of Class Counsel. The Court has further considered the
22 absence of objections to the Class Settlement submitted by Class Members. Accordingly, the
23 Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement
24 and the following terms and conditions.

25 6. A full opportunity has been afforded to the Class Members to participate in the
26 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
27 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
28 the Class Settlement. Accordingly, the Court determines that all Class Members who have not

submitted a timely and valid Request for Exclusion (“Participating Class Member”) are bound by the Class Settlement and by this order and judgment (“Final Approval Order and Judgment”), and the State of California and all current and former non-exempt, hourly-paid employees employed by Defendant, who are working or who worked in the State of California at any time during the time period from July 10, 2018 through and including March 29, 2023 (“Aggrieved Employees”) are bound by the PAGA Settlement incorporated in the Settlement Agreement and this Final Approval Order and Judgment.

7. The Court finds that allocation of \$150,000.00 toward penalties under the California Private Attorneys General Act of 2004 (“PAGA Amount”), is fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Amount as follows: the amount of \$112,500.00 to the California Labor and Workforce Development Agency, and the amount of \$37,500.00 to Aggrieved Employees (“Aggrieved Employees Payment”) on a *pro rata* basis (i.e., Individual PAGA Payment), in accordance with the terms and methodology set forth in the Settlement Agreement.

8. The Court finds that payment of Settlement Administration Costs in the amount of \$11,900.00 is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process. It is hereby ordered that the Settlement Administrator, Simpluris Inc., shall issue payment to itself in the amount of \$11,900.00, in accordance with the terms and methodology set forth in Settlement Agreement.

9. The Court finds that the Enhancement Award sought is fair and reasonable for the work performed by Plaintiff on behalf of the Class, the State of California, and Aggrieved Employees. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$10,000.00 to Plaintiff Andres Casas for his Enhancement Award, according to the terms and methodology set forth in the Settlement Agreement.

10. The Court finds that the request for attorneys’ fees in the amount of \$1,379,550.41 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the

1 amount of \$1,379,550.41 to Class Counsel for attorneys' fees, in accordance with the terms and
2 methodology set forth in the Settlement Agreement.

3 11. The Court finds that reimbursement of litigation costs and expenses in the amount
4 of \$20,501.93 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
5 Settlement Administrator issue payment in the amount of \$20,501.93 to Class Counsel for
6 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
7 forth in the Settlement Agreement.

8 12. The Court hereby enters Judgment by which Participating Class Members shall be
9 conclusively determined to have given a release of any and all Released Class Claims against the
10 Released Parties, and all Aggrieved Employees and the State of California shall be conclusively
11 determined to have given a release of any and all Released PAGA Claims against the Released
12 Parties, as set forth in the Settlement Agreement and Notice.

13 13. It is hereby ordered that Defendant shall deposit the Gross Settlement Fund together
14 with an amount sufficient to pay Employer Taxes, into a qualified settlement fund account to be
15 established by the Settlement Administrator within ten (10) business days after the Effective Date,
16 in accordance with the terms and methodology set forth in the Settlement Agreement.

17 14. It is hereby ordered that within ten (10) business days after receiving the Gross
18 Settlement Fund, the Settlement Administrator shall distribute payments of the approved
19 Individual Settlement Shares to Participating Class Members, Individual PAGA Payments to
20 Aggrieved Employees, Attorneys' Fees and Costs to Class Counsel, Enhancement Award to the
21 Class Representative, LWDA Payment to the LWDA, and Settlement Administration Costs to the
22 Settlement Administrator, in accordance with the terms and methodology set forth in the
23 Settlement Agreement.

24 15. Individual Settlement Payment and Individual PAGA Payment checks shall be
25 valid and negotiable for a period of one hundred and eighty (180) days from the date of issuance,
26 and thereafter, the checks shall be cancelled. The funds associated with Individual Settlement
27 Payment and/or Individual PAGA Payment checks shall be cancelled by the Settlement
28 Administrator pursuant to governing law to the California State Controller's Office Unclaimed

1 Property Division. Participating Class Members whose Individual Settlement Payment checks are
2 cancelled shall, nevertheless, be bound to the Class Settlement. Aggrieved Employees whose
3 Individual PAGA Payment checks are cancelled shall, nevertheless, be bound to the PAGA
4 Settlement.

5 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
6 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
7 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
8 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
9 any dispute arising from or in connection with the distribution of settlement benefits.

10 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
11 Participating Class Members and Aggrieved Employees by posting a copy of the Final Approval
12 Order and Judgment on the Settlement Administrator's website within three (3) business days of
13 receipt for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
14 Order and Judgment. Individualized notice is not required.

15
16 Dated: _____

Honorable David Cohn
Judge of the Superior Court