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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

AUG 23 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

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

VERONICA LUCATERO TORRES, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

SOUTH COAST CIRCUITS, INC., a California
Corporation; ROYAL FLEX CIRCUITS, INC., a
California Corporation; and DOES 1 through 100,

Defendants.

Case No. 30-2022-01244244-CU-OE-CXC

*[Assigned for all purposes to the Hon. Lon
F. Hurwitz, Dept. CX-103]*

~~AMENDED [PROPOSED]~~ ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT
AND FINAL JUDGMENT

Date: August 2, 2024

Time: 1:30 p.m.

Dept.: CX-103

Complaint Filed: February 4, 2022

Trial Date: None Set

The Motion of Plaintiff Veronica Lucatero Torres (“Plaintiff”) for Final Approval of Class Action Settlement, Class Representative Incentive Payment, and Attorneys’ Fees and Costs (“Final Approval Motion”) came on regularly for hearing before this Court on August 2, 2024, at 1:30 p.m., pursuant to California Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the parties’ amended Stipulation of Settlement (“Settlement Agreement” or “Settlement”) which was attached as Exhibit 1 to the Declaration of Sean M. Blakely in Support of Plaintiff’s Supplemental Brief in Support of Preliminary Approval of Class Action Settlement (ROA # 97), and the documents and evidence presented in support thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the risks of further prosecution, and the substantial benefits to be received by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate, and is the product of good faith, arm’s-length negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff’s Final Approval Motion and hereby ORDERS the following:

1. Final judgment is hereby entered in conformity with the Settlement Agreement and this Final Approval Order.

2. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, the following Settlement Class:

All current and former hourly-paid, non-exempt employees employed by Defendants South Coast Circuits, Inc. and Royal Flex Circuits, Inc. in the State of California at any time from February 4, 2018 through October 26, 2022 (the “Class Period”).

3. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines and Sean M. Blakely of Haines Law Group, APC are hereby confirmed as Class Counsel.

4. Notice was provided to Settlement Class members as set forth in the Settlement, which was approved by the Court on January 24, 2024, and the notice process has been completed

1 in conformity with the Settlement and the Court's Preliminary Approval Order. The Court finds
2 that said notice was the best notice practicable under the circumstances. The Class Notice
3 provided due and adequate notice of the proceedings and matters set forth therein, informed
4 Settlement Class members of their rights, and fully satisfied the requirements of California Code
5 of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

6 5. The Court finds that no Settlement Class member objected to the Settlement, that
7 no Settlement Class members opted out of the Settlement, and that the 100% participation rate in
8 the Settlement supports final approval.

9 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
10 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
11 terms.

12 7. For purposes of settlement only, the Court finds that: (a) the members of the
13 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
14 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
15 community of interest among members of the Settlement Class with respect to the subject matter
16 of the litigation; (c) the claims of the Class Representative are typical of the claims of the
17 Settlement Class members; (d) the Class Representative has fairly and adequately protected the
18 interests of the Settlement Class members; (e) a class action is superior to other available methods
19 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
20 counsel for the Class Representative and the Settlement Class.

21 8. The Court finds that given the absence of objections to the Settlement, this Order
22 shall be considered final as of the date of entry.

23 9. The Court finds that the Individual Settlement Payments, as provided for in the
24 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
25 distribute the Settlement Payments in conformity with the terms of the Settlement.

26 10. The Court orders Defendants South Coast Circuits, Inc. and Royal Flex Circuits,
27 Inc. (collectively "Defendants") to deposit the Gross Settlement Fund of \$592,500.00 with the
28 Settlement Administrator, Phoenix Settlement Administrators, within thirty (30) calendar days of

1 the Effective Date.

2 11. The Court finds that an Incentive Payment in the amount of \$5,000.00 to Plaintiff
3 is appropriate for Plaintiff's risks undertaken and her service to the Settlement Class. The Court
4 finds that this payment is fair, reasonable, and adequate, and orders that the Settlement
5 Administrator make this payment in conformity with the terms of the Settlement.

6 12. The Court finds that attorneys' fees in the amount of \$197,500.00 and litigation
7 costs of \$18,962.25 for Class Counsel are fair, reasonable, and adequate in light of the common
8 fund created by the Settlement, and orders that the Settlement Administrator distribute these
9 payments to Class Counsel in conformity with the terms of the Settlement.

10 13. The Court orders that the Settlement Administrator shall be paid \$7,250.00 from
11 the Gross Settlement Fund in conformity with the terms of the Settlement, for all of its work done
12 and to be done until the completion of this matter and finds that sum appropriate.

13 14. The Court finds that the payment to the California Labor & Workforce
14 Development Agency ("LWDA") in the amount of \$30,000.00 for its share of the settlement of
15 Plaintiff's representative claim under the PAGA is fair, reasonable, and adequate, and orders the
16 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
17 of the Settlement.

18 15. This Court orders that any settlement checks shall be negotiable for 180 calendar
19 days from the date of issuance of the check, and that any settlement checks that remain uncashed
20 after 180 days after they are mailed shall be distributed to the Controller of the State of California
21 to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the
22 name of the Settlement Class member to whom the check was issued.

23 16. As of the Effective Date and upon Defendants' complete funding of the Gross
24 Settlement Fund, Plaintiff and each Settlement Class member who has not submitted a valid and
25 timely request for exclusion, shall fully release and discharge their parents, subsidiaries,
26 successors in interest, purchasers, owners, affiliated entities, past or present officers, directors,
27 employees, agents, principals, heirs, representatives, accountants, auditors, attorneys, consultants,
28 insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries,

1 and affiliated entities (collectively, the “Releasees”) from all claims, causes of action, and legal
2 theories alleged or which could have been alleged based on the facts in the initial Complaint filed
3 by Plaintiff and the operative First Amended Class and Representative Action Complaint
4 (“FAC”), including: (a) failure to provide all meal periods in accordance with California law; (b)
5 failure to authorize and permit all rest periods in accordance with California law; (c) minimum
6 wage violations; (d) failure to pay all overtime wages; (e) failure to furnish accurate and itemized
7 wage statements; (f) failure to pay all wages owed upon separation of employment; (g) all claims
8 for unfair business practices that could have been premised on the facts, claims, causes of action
9 or legal theories of relief pled in the FAC and (h) all damages, penalties, interest, costs (including
10 attorney’s fees), and other amounts recoverable under said claims or causes of action as to the
11 facts and/or legal theories alleged or which could have been alleged in the FAC (collectively, the
12 “Class Released Claims”). The period of the Class Released Claims shall extend to the limits of
13 the Class Period. In addition, all PAGA Aggrieved Employees, regardless of if they opt-out, will
14 release any right or claim for civil penalties pursuant to the Private Attorney Generals Act of
15 2004, California Labor Code §2698, et seq., based on the alleged failures set forth in Plaintiff’s
16 PAGA notice to the Labor & Workforce Development Agency (“LWDA”) and in the FAC, during
17 the PAGA Period (“Released PAGA Claims”).

18 17. This document shall constitute a final judgment pursuant to California Rule of
19 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
20 approval hearing, the court must make and enter judgment. The judgment must include a provision
21 for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment.
22 The court may not enter an order dismissing the action at the same time as, or after, entry of
23 judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,
24 and this Judgment.

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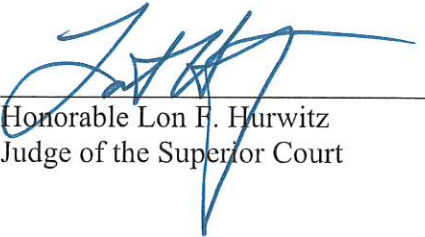
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1 18. Plaintiff shall file a Final Accounting Report on or before May 22, 2025. A Final
2 Accounting Hearing is set for June 5, 2025 at 1:30 p.m. in Department CX-103 of this Court,
3 located at 751 West Santa Ana Boulevard, Santa Ana, California 92701.

4 **IT IS SO ORDERED.**

5
6 Dated: AUG 23 2024 ,



Honorable Lon F. Hurwitz
Judge of the Superior Court