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FILED
ALAMEDA COUNTY

AUG 10 2023

CLERK OF THE SUPERIOR COURT

By _____ Deputy

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

NORRIS CAGONOT, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

ADVANCED STERILIZATION PRODUCTS
SERVICES, INC., and Does 1 through 50,
inclusive,

Defendant.

Case No.: 22CV008549

*Assigned for all Purposes Hon. Frank
Roesch, Dept. 17*

**(PROPOSED) ORDER OF FINAL
APPROVAL AND JUDGMENT**

DATE: August 10, 2023
TIME: 3:30 p.m.
DEPT: 17

RESERVATION #: A-08549-001

1 **ORDER**

2 On August 10, 2023, a hearing was held on Plaintiff's motion for final approval of the
3 parties' proposed settlement; approval of the Settlement Administrator fee; approval of
4 attorneys' fees and costs; and, approval of a request for an enhancement payment to Plaintiff
5 Norris Cagonot. Robin G. Workman of the Workman Law Firm appeared for Plaintiff Norris
6 Cagonot ("Plaintiff") and Eric E. Hill of Seyfarth Shaw, LLP appeared for Defendant Advanced
7 Sterilization Products Services, Inc. ("Defendant").

8 The Court having read and considered the papers on the motion, the arguments of
9 counsel, and the law, and good cause appearing therefore, the motion is hereby granted and

10 **IT IS HEREBY ORDERED:**

11 The Court grants final approval of the terms of the Joint Stipulation Of Class Action and
12 PAGA Settlement And Release Of Claims ("Settlement Agreement") and agreed upon
13 procedures as set forth in the Settlement Agreement filed with the Motion for Preliminary
14 Approval.

15 Pursuant to the Order Granting Plaintiff's Motion for Preliminary Approval of Class
16 Settlement approving the form and manner of notice to provide the class and directing that a
17 neutral third party give such notice to the class, approving ILYM Group, Inc. (hereinafter
18 "ILYM") as settlement administrator, and setting the hearing for final approval of the proposed
19 settlement and award of attorneys' fees and costs to class counsel and enhancements to class
20 representative, a Notice of Class Action Settlement ("Class Notice") was mailed to the 30
21 members of the Class by first-class U.S. Mail on April 5, 2023. Class Members had until May
22 20, 2023, a reasonable period of time, to either opt out of or object to the Settlement. No Class
23 Members submitted objections or requests for exclusion. Therefore, there is 100% participation
24 in the Settlement from the 30 Class Members.

25 The Court finds that the Class Notice and its distribution to Class Members has been
26 implemented pursuant to the Settlement Agreement and this Court's Preliminary Approval Order
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1 and that method of distributing the Class Notice was the best notice practicable under the
2 circumstances, satisfying the requirements of due process and all other applicable laws.

3 The Court finds that the Settlement Agreement was fair, reasonable, and adequate in all
4 respects. The Court finds the Settlement Agreement was reached following significant discovery
5 and investigation, and the Settlement Agreement is a result of adversarial, arm's-length
6 negotiation between the parties. The Court considered the evidence presented regarding the
7 strength of the Plaintiff's case, the risk, expense, and complexity of the claims presented, the
8 likely duration of further litigation through the appellate process, the amount offered in
9 settlement, the extent of investigation and discovery completed, and the experience and views of
10 counsel. The Court further considered that there were no objections or requests for exclusion.

11 That Court orders that the Settlement Agreement shall apply to the Class conditionally
12 certified by the Court on March 16, 2023, consisting of current and former hourly-paid or non-
13 exempt employees of Defendant Advanced Sterilization Products Services, Inc., its predecessor
14 and merged entities, ("Defendant") who worked as Field Service Engineers ("FSEs") during the
15 class period ("Participating Class Members").

16 Plaintiff's Requests for Judicial Notice are granted as to all exhibits which are records of
17 this Court. (Evid. Code, § 452, subd. (d)(1).)

18 Pursuant to the Settlement, Defendant has agreed to pay the following:

- 19 • Maximum Settlement Amount ("MSA") of \$450,000 (non-reversionary)
- 20 • Subject to Court's approval, the following fees will be deducted from the MSA
- 21 • Attorney Fees of \$148,500 (33% of MSA)
- 22 • Litigation Costs of up to \$20,000
- 23 • Service Enhancement Award to Plaintiff as Class Representative of \$10,000
- 24 • PAGA Penalty Fund Payment of \$20,000 to be divided up as noted below:
 - 25 • \$15,000 to Labor Workforce Development Agency ("LWDA")
 - 26 • \$5,000 Administrative Fee to Settlement Administrator ILYM Group, Inc.
- 27
- 28

1 Plaintiff's counsel has requested 33% of the MSA in attorney fees, amounting to
2 \$148,500. (Workman Decl. ¶¶ 5; 9.) Although the percentage approach has been generally
3 approved by California courts (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480,
4 495), this Court's benchmark is 30%. The Court, therefore, reduces the requested attorney fees to
5 \$135,000.00.

6 The Court finds that the fee award is reasonable and appropriate. In evaluating the
7 reasonableness of Class Counsel's hourly rate, the Court considered a variety of factors,
8 including the experience, background, and reputation of Class Counsel; the prevailing hourly
9 rates in the community for similar services charged by attorneys of similar skill and experience;
10 the time, effort, and skill of counsel both in terms of what occurred during the litigation and what
11 was reasonably required; the efficiency of Class Counsel in performing the work; the amount at
12 stake in the litigation; the desirability or undesirability of the case; and the character and quality
13 of the documentation offered in support of the application of fees. Total hours claimed by Class
14 Counsel are approved based on the evidence presented of the work performed and the results
15 achieved. In so finding, the Court considered the evidence presented of skill exercised by Class
16 Counsel when addressing difficult factual and legal questions arising from the class claims
17 presented, the contingent risk assumed by Class Counsel, the preclusion of Class Counsel from
18 other employment, and the favorable results achieved for Class Members.

19 Ten percent (10%) of the fee award shall be kept in the administrator's trust fund until the
20 completion of the distribution process and Court approval of a final accounting.

21 The Court awards Class Counsel costs in the amount of \$17,314.40 pursuant to the terms
22 of the Settlement Agreement. These costs were reasonable and necessary based on the evidence
23 presented and in light of the results achieved.

24 The Court awards Plaintiff Norris Cagonot an incentive award in the amount of \$10,000
25 based on the evidence presented of time and effort spent by Plaintiff working on this case and
26 otherwise assisting Class Counsel in this matter. The proposed class representative service
27 award to Plaintiff of \$10,000 is reasonable and is approved.

1 The Court approves payment in the amount of \$5,000 to ILYM for services rendered by it
2 as Settlement Administrator. The Court finds this amount to be fair and reasonable
3 compensation based on the evidence presented of the time and effort spent by the Settlement
4 Administrator in administering the claims. The \$5,000 administration fee to Settlement
5 Administrator ILYM Group, Inc. is reasonable and is approved.

6 With respect to the payment of the Settlement, the Court orders as follows: Not later than
7 15 business days after the Settlement Effective Date, Defendant shall transmit Four Hundred
8 Fifty Thousand Dollars and No Cents (\$450,000.00), the Maximum Settlement Amount, to the
9 Settlement Administrator. Within five (5) business days after its receipt of the funds, the
10 Settlement Administrator shall distribute and pay Settlement checks to all Participating Class
11 Members and PAGA Group members, pay the Class Representative his Service Award of
12 \$10,000, distribute the LWDA Payment of \$15,000, and shall pay \$121,500.00 to Class Counsel
13 (\$135,000 – 10% (\$13,500) to be held until final distribution) for Class Counsel to apply to the
14 attorneys' fees and \$17,314.40 to Class Counsel for costs and expenses as approved herein.

15 The Court sets a compliance hearing for April 4, 202~~4~~⁵ at 3:30 p.m. in Department 17. At
16 least ten days before the hearing, Class Counsel and the settlement administrator shall submit a
17 summary accounting of the net settlement fund identifying distributions made as ordered herein;
18 the status of any unresolved issues; and any other matters appropriate to bring to the Court's
19 attention.

20 The Court enters judgment in this matter in accordance with, and incorporates by
21 reference, the findings of the Court's Orders and the Parties' Joint Stipulation Of Class and
22 PAGA Action Settlement And Release Of Claims ("Settlement Agreement").

23 The scope of the Release is limited to the parties and claims raised in this litigation and is
24 therefore reasonable. All Class Members are bound by this Judgment and are barred from
25 pursuing, or seeking to reopen, any of the Released Claims, as defined in the Settlement
26 Agreement.

1 Uncashed settlement checks will be distributed to *cy pres* recipient Bay Area Legal Aid.
2 This is appropriate and complies with mandates of California's *cy pres* statute. (Code Civ. Proc.,
3 § 384, subd. (a).)

4 Without affecting the finality of this Order in any respect, the Court retains jurisdiction
5 over this action, the Class Representative, Settlement Class, and Defendant for the purposes
6 of: (a) the implementation and enforcement of the Settlement Agreement until each and every
7 act agreed to be performed by the parties to the Settlement Agreement shall have been
8 performed; (b) any other action necessary to conclude this settlement and to implement the
9 Settlement Agreement; and (c) the construction and interpretation of the Settlement Agreement.

10 The Clerk of the Court is hereby instructed to enter Judgment and close the file.

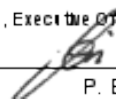
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12 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

13
14 Date:

8/10/2023



Honorable Frank Roesch
Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 08/11/2023
PLAINTIFF/PETITIONER: Norris Cagonot, on behalf of himself and all others similarly situated	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: Advanced Sterilization Products, Inc. et al	P. Bir
CERTIFICATE OF MAILING	CASE NUMBER: 22CV008549

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Eric Edward Hill
Seyfarth Shaw
560 Mission St Ste 3100
San Francisco, CA 94105

Robin Gibson Workman
Workman Law Firm, PC
2325 3rd Street, Suite 329
San Francisco, CA 94107

Dated: 08/11/2023

Chad Finke, Executive Officer / Clerk of the Court

By:


P. Bir, Deputy Clerk

CERTIFICATE OF MAILING