

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
AMIR NAYEBDADASH, SBN 232204
amir@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
237 California Street
El Segundo, California 90245
Tel.: (424) 290-3095 / Fax: (866) 264-7880

Attorneys for Plaintiffs

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

IVAN MARQUEZ, individually and on
behalf of others similarly situated and as an
aggrieved employee and Private Attorney
General; FERNANDO SALGUERO,
individually and on behalf of others similarly
situated, and as an aggrieved employee and
Private Attorney General,

Plaintiffs,

vs.

COLLABERA, INC. a New Jersey
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 37-2022-00010988-CU-OE-CTL

*Assigned for All Purposes to: Hon. Loren G.
Freestone, Dept. C-64*

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Date: May 19, 2023
Hearing Time: 10:30 a.m.
Department: C-64

Complaint Filed: March 22, 2022
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on May 19, 2023, for a hearing on Plaintiffs’ Motion for Final Approval of Class Action and
4 PAGA Settlement (“Final Order”), and consistent with the Court’s Preliminary Approval Order
5 (“Preliminary Approval Order”), and as set forth in the Joint Stipulation of Class Action and
6 PAGA Settlement Agreement in the First Amendment to the Joint Stipulation of Class Action and
7 PAGA Settlement Agreement (collectively hereafter “Settlement Agreement” or “Settlement”)
8 and, and due and adequate notice having been given to all Class Members as required in the
9 Preliminary Approval Order, and the Court having considered all papers filed and proceedings
10 had herein and otherwise being fully informed and good cause appearing therefore, it is hereby

11 **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

12 1. The Court Grants Plaintiffs Ivan Marquez and Fernando Salguero’s Motion for
13 Final Approval of Class Action and PAGA Settlement.

14 2. All terms used herein shall have the same meaning as defined in the Settlement
15 Agreement.

16 3. Consistent with the definitions provided in the Settlement Agreement, the term
17 “Class” and “Class Members” shall mean the following: “all current and former hourly-paid or
18 non-exempt, employees of Defendant Collabera, Inc. within the state of California at any time
19 between March 22, 2019, and December 16, 2022.”

20 4. Consistent with the definitions provided in the Settlement Agreement, the term
21 “PAGA Members” shall mean the following: “all non-exempt employees who worked for
22 Defendant Collabera, Inc. in California at any time between March 22, 2019, and December 16,
23 2022.”

24 5. This Court has jurisdiction over the subject matter of this Action and over all
25 Parties to this Action, including all Class Members.

26 6. Distribution of the Notice of Settlement directed to the Class Members as set forth
27 in the Settlement Agreement and the other matters set forth therein has been completed in
28 conformity with the Preliminary Approval Order, including individual notice to all Class

Members who could be identified through reasonable effort, and the best notice practicable under the circumstances. The Notice of Settlement provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all persons entitled to such Notice of Settlement, and the Notice of Settlement fully satisfied the requirements of due process. All Class Members and all of the Released Class Claims and Released PAGA Claims are covered by and included within the Settlement and this Final Order.

7. The Court hereby finds the Settlement Agreement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have satisfied the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

8. The Court hereby confirms Heather Davis and Amir Nayebdadash of Protection Law Group, LLP as Class Counsel in the Action.

9. The Court hereby approves the Settlement set forth in the Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to its terms. This judgment is entered in accordance with the terms of the Settlement Agreement, which is incorporated herein by reference. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified as a class for settlement purposes only.

1 10. Upon the complete funding of the Settlement, all Class Participants shall fully
2 release and discharge Defendant Collabera, Inc. (“Defendant”) and each of its respective parents,
3 subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any
4 investment bankers, accountants, insurers, attorneys and any past, present or future officers,
5 directors and employees), predecessors, successors, and assigns (the “Released Parties”) from all
6 claims alleged or that could have been alleged based on the operative facts pled in the First
7 Amended Complaint on a class-wide basis (“Released Class Claims”) that arose between March
8 22, 2019, and December 16, 2022 (the “Class Period”).

9 11. Additionally, upon the complete funding of the Settlement, all PAGA Members
10 shall release the Released Parties of and from any and all PAGA Claims that were actually alleged
11 or could have been alleged in the First Amended Complaint by Plaintiffs, on behalf of the State
12 of California, themselves, and PAGA Employees based on the facts and theories described in the
13 March 18, 2020 and March 4, 2022 letters sent to the LWDA by Plaintiffs (“Released PAGA
14 Claims”) and which arose at any time between March 22, 2019, and December 16, 2022 (the
15 “PAGA Period”).

16 12. Upon the Effective Date, Named Plaintiffs Ivan Marquez and Fernando Salguero
17 (“Plaintiffs”) for themselves only, specifically and expressly release to the maximum extent
18 permitted by law any claims against Defendant and the Released Parties, occurring prior to
19 Preliminary Approval, arising out of or related to violations of any federal or state employment
20 discrimination laws, including the California Fair Employment and Housing Act; Title VII of the
21 Civil Rights Act of 1964; the federal Family and Medical Leave Act; the California Family Rights
22 Act; the Americans With Disabilities Act; the National Labor Relations Act; the Equal Pay Act;
23 the Employee Retirement Income Security Act of 1974; as well as claims arising out of or related
24 to violations of the provisions of the California Labor Code; the California Civil Code; the
25 California Government Code; California Wage Orders; the California Business & Professions
26 Code, including California Business & Professions Code section 17200, et seq.; PAGA; state and
27 federal wage-and-hour laws; breach of contract; fraud; misrepresentation; common counts; unfair
28 competition; unfair business practices; negligence; defamation; infliction of emotional distress;

1 and any other state or federal law, rule, or regulation. Plaintiffs Ivan Marquez and Fernando
2 Salguero, waive any and all rights conferred upon him under California Civil Code Section 1542,
3 which provides as follows:

4 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
5 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
6 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
7 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
8 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
9 DEBTOR OR RELEASED PARTY.

10 This release does not include any pending claims for workers' compensation benefits that the
11 Class Representatives may have against Defendant, or any other claim that cannot be released by
12 law.

13 13. No Class Member objected to the terms of the Settlement.

14 14. Five Class Members requested to be excluded from the terms of the Settlement
15 and are hereby excluded from this Final Order and Judgment.

16 15. The Court finds the settlement payments provided for under the Settlement
17 Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of
18 the Settlement Agreement, the Court orders Defendant to fund the Total Settlement Amount of
19 \$2,500,000.00 within fourteen (14) calendar days after the Effective Date as set forth in the
20 Settlement Agreement to provide payments for Settlement Checks to the Class Participants and
21 all PAGA Members, PAGA Penalties to the to the California Labor and Workforce Development
22 Agency pursuant to Labor Code Section 2698, *et seq.*, the Service Awards to Plaintiffs Salguero
23 and Marquez, Class Counsel's Fees and Costs, and the Settlement Administrator's Costs. The
24 calculations and the payments shall be made and administered in accordance with the terms of the
25 Settlement Agreement.

26 16. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
27 and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
28 in the amount of thirty-five percent (35%) from the Total Settlement Amount (\$875,000.00) and

attorneys' costs in the amount of \$20,601.46 from the Total Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to the Action. The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the Settlement Agreement.

17. The Court hereby approves and orders a Service Award of \$7,500.00 to named Plaintiff Ivan Marquez and a Service Award of \$7,500.00 to named Plaintiff Fernando Salguero from the Total Settlement Amount in accordance with the terms of the Settlement Agreement.

18. The Court approves and orders the payment in the amount of \$375,000.00 (75% of \$500,000.00) from the Total Settlement Amount to the California Labor Workforce Development Agency for penalties arising under the PAGA. The remaining \$125,000.00 (25% of \$500,000) shall be distributed to PAGA Members as set forth in the Settlement Agreement.

19. The Court also hereby approves and orders payment from the Total Settlement Amount for actual settlement administration expenses incurred by the Settlement Administrator, ILYM Group, Inc. in the amount of \$33,770.00.

20. The Court hereby approves and orders payment of individual settlement payments from the Net Settlement Amount to the Class Participants on a *pro rata* basis as set forth in the Settlement Agreement.

21. The Court also hereby approves and orders that any checks distributed from the Total Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar days after being issued will be sent to the State Bar Impact Fund as the designated cy pres recipient pursuant to California Code of Civil Procedure section 384.

22. Provided the Settlement becomes effective under the terms of the Settlement Agreement, the Court also hereby orders that the deadline for mailing the Court-approved individual settlement payments, attorneys' fees and costs, and Service Awards to Plaintiffs Ivan Marquez and Fernando Salguero is as set forth in the Settlement Agreement.

23. Neither the Settlement nor any of the terms set forth in the Settlement Agreement is an admission by Defendant, or any of the other Released Parties, nor is this Judgment a finding

1 of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
2 Released Parties. In entering into the Settlement Agreement, Defendant does not admit, and
3 specifically denies it has violated any federal, state, or local law; violated any regulations or
4 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
5 requirements; breached any contract; violated or breached any duty; engaged in any
6 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its
7 employees. Neither the Settlement or the Settlement Agreement, nor any of its terms or provisions,
8 nor any of the negotiations connected with it, shall be construed as an admission or concession by
9 Defendant of any such violations or failure to comply with any applicable law. Except as
10 necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement
11 Agreement and its terms and provisions shall not be offered or received as evidence in any action
12 or proceeding to establish any liability or admission on the part of Defendant or to establish the
13 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
14 local or other applicable law.

15 24. Without affecting the finality of this Judgment, the Court shall retain continuing
16 jurisdiction over this Action and the Parties, including all Class Members, and over all matters
17 pertaining to the implementation and enforcement of the terms of the Settlement Agreement
18 pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section
19 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or
20 with respect to the interpretation, enforcement, or implementation of the Settlement Agreement
21 shall be presented to the Court for resolution.

22 25. Plaintiff shall file and serve formal Notice of Entry of Judgment including Notice
23 to the California Labor and Workforce Development Agency (LWDA).

24 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

25
26 DATED: _____

27 HON. LOREN G. FREESTONE
28 JUDGE OF THE SUPERIOR COURT