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FILED
 Superior Court of California
 County of Sacramento
04/02/2024
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 and on behalf of other individuals similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

JOSE FERNANDEZ PRIETO, on behalf of
 himself and all others similarly situated,

Plaintiff,

vs.

NORTHERN CALIFORNIA INJECTION
 MOLDING, LLC dba SPRINGBOARD MFG, a
 California limited liability company, and DOES 1
 to 10, inclusive,

Defendant.

Case No.: 34-2022-00319965

[Assigned to: Hon. Jill Talley, Dept. 23]

CLASS ACTION

**[PROPOSED] ORDER GRANTING FINAL
 APPROVAL OF CLASS ACTION
 SETTLEMENT**

Date: March 1, 2024
Time: 9:00 a.m.
Courtroom: Dept. 23
Judge: Hon. Jill Talley

Action Filed: May 13, 2022
 Trial Date: Not Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

This matter came on for hearing on March 1, 2024, upon the Motion for Final Approval of the proposed settlement (“Settlement”) of this action on the terms set forth in the STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE (the “Agreement”) see Declaration of Marcus J. Bradley in Support of Plaintiff’s Motion for Preliminary Approval of Class and Representative Action Settlement [“Bradley Decl.”], at Exh. 1).

After reviewing the Agreement, the Notice process, having reviewed the entire record on this action, having heard the argument of Counsel for respective Parties, and good cause appearing, the Court Orders as follows:

1. To the extent defined in the Agreement, incorporated herein by reference, the terms in this Order shall have the meanings set forth therein.

2. The Court finds that the terms of the proposed class action Settlement are fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting final approval of the class action settlement the Court has considered the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006).

3. 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 thorough investigation and research, and the attorneys 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 finds that the risks of further prosecution are substantial.

4. The parties’ Settlement is granted final approval as it meets the criteria for final settlement approval. The settlement falls within the range of possible approval as fair, adequate and reasonable, and appears to be the product of arm’s-length and informed negotiations and to treat all Class Members fairly. The Settlement Class meets the requirements for conditional certification for settlement purposes only under Code of Civil Procedure § 382.

1 5. The Class Notice provided to the Settlement Class conforms with the requirements of
2 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and
3 United States Constitutions, and any other applicable law, and constitutes the best notice practicable
4 under the circumstances, by providing individual notice to all Class Members who could be identified
5 through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters
6 set forth therein to the other Class Members. The Class Notice fully satisfied the requirements of due
7 process.

8 6. The following persons are certified as Class Members solely for the purpose of entering
9 a settlement in this matter:

10 All current and former non-exempt hourly employees employed by Defendant in
11 its Northern California Injection Molding facility in Rancho Cordova, California during
12 the Class Period (the “Class Period” is the time period from March 3, 2018, to April 10,
13 2023). (Agreement, ¶¶ 10, 11.)

14 7. The Court also defines the following “PAGA Group Members” impacted by the proposed
15 settlement of PAGA claims:

16 All current and former non-exempt hourly employees employed by Defendant in
17 its Northern California Injection Molding facility in Rancho Cordova, California at any
18 time during the PAGA Period (the “PAGA Period” is the time period from March 3,
19 2021, to April 10, 2023). (Agreement, ¶¶ 26, 27)

20 8. Plaintiff Jose Fernandez Prieto is appointed as the Class Representative. The Court finds
21 Plaintiff’s counsel are adequate, as they are experienced in wage and hour class action litigation and have
22 no conflicts of interest with absent Class Members, and that they adequately represented the interests of
23 absent class members in the Litigation. Bradley/Grombacher, LLP is appointed Class Counsel.

24 9. The Court appoints ILYM Group, Inc. to act as the Settlement Administrator, pursuant
25 to the terms set forth in the Agreement.

26 10. No Class Member requested exclusion from the Class. All Class Members are bound by
27 the Final Approval Order and Judgment in the Action. No Class Members who worked during the PAGA
28 Period have the right to exclude themselves from the Settlement with respect to resolution of the PAGA
Claims.

 11. Upon entry of this Final Approval Order and the Judgment, funding of the Settlement and
compensation to the Class Members shall be implemented pursuant to the terms of the Settlement.

12. In addition to any recovery that Plaintiff may receive under the Settlement as a Class Member, and in recognition of the Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment of enhancement award to Plaintiff Jose Fernandez Prieto in the amount of **\$10,000.00**.

13. The Court approves the payment of attorneys' fees to Class Counsel in the amount of **\$122,500.00**. Class Counsel Expenses are approved by the Court in the following amount: **\$12,578.05**.

14. The Court approves and orders payment in the amount of **\$8,590.00** to ILYM Group, Inc. for performance of its services as the Settlement Administrator, as set forth in the Notice to the Class.

15. Upon completion of administration of the Settlement, the Parties shall file a declaration stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement have been completed.

16. The Court sets a non-appearance case review regarding compliance with all fund distribution requirements under the Settlement for _____, 2024, at _____, in Dept. 23 of the above-entitled Court. A Final Report, including any declaration from the Settlement Administrator regarding compliance, shall be filed with the Court no later than _____, 2023.

17. The Court approves and orders payment in the amount of **\$7,500.00** to the Labor and Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*).

18. Once Defendant fully funds the Settlement by paying the Gross Settlement Amount, Plaintiff and the Class Members, shall have, by operation of this Final Approval Order and the separate Judgment, fully, finally and forever released, relinquished, and discharged the Released Parties from the Released Class Claims described in the Settlement as follows:

Any and all claims, known or unknown, that: were asserted in any and/or all of the complaints in the Actions and/or in any of Plaintiff's letter(s) to the LWDA (including any subsequently amended complaints or letters); and/or any and all claims, known or unknown, that could have been asserted based on any or all the factual allegations in any and/or all of the complaints in the Actions and/or in any of Plaintiff's letter(s) to the LWDA (including any subsequently amended complaints or letters). This includes but is not limited to claims for or related to: failure to pay minimum wages; failure to pay overtime; failure to pay for all hours worked; calculation of the regular rate of pay when calculating the overtime rate, meal period premiums, and rest period premiums; failure to authorize and provide meal periods; failure to authorize and provide rest periods; failure to pay meal or rest period premiums; failure to provide accurate itemized wage

statements; failure to timely pay wages during employment or at termination; and failure to maintain accurate and complete records; unfair competition related to any or all of the foregoing; any unpaid wages or compensation related to any or all of the foregoing; restitution related to any or all of the foregoing; and any penalties, including statutory or civil penalties, related to any or all of the foregoing. This release includes any and all claims pursuant to: California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182, 1194, 1197, and 1198; the California Business & Professions Code § 17200; the California Industrial Welfare Commission Wage Order 1-2001; and the Fair Labor Standards Act. The release of Released Class Claims shall run through April 10, 2023.

Agreement ¶ 65.

19. The Parties are ordered to give notice of this final Order and Judgment to the LWDA, pursuant to Labor Code § 2699(l)(3).

20. The Court retains jurisdiction to consider all further applications arising out of or in connection with the settlement.

IT IS SO ORDERED.

DATED: 04/02/2024



Judge Hon. Jill Talley
Sacramento County Superior Court Judge