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and on behalf of all others similarly situated.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

DANIEL ESQUIVEL, individually and on
behalf of all others similarly situated

Plaintiff,

vs.

BRADY SOCAL, INC.; and DOES 1
through 20, inclusive,

Defendants.

Case No. 37-2022-00010020-CU-OE-CTL

Assigned for All Purposes to:
Judge Katherine Bacal
Dept. C-69

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

1 This Motion for Final Approval of Class Action Settlement came on for hearing on
2 October 13, 2023, at 11:00 a.m., in Department C-69 of the above-captioned Court. Consistent
3 with the Joint Stipulation of Settlement (“Settlement Agreement”) entered into by Plaintiff
4 Daniel Esquivel and Defendant Brady SoCal, Inc. (“Defendant”), a copy of which was filed in
5 conjunction with the Plaintiff’s Motion for Final Approval of Class Action Settlement, and due
6 and adequate notice having been given to all Settlement Class Members as required in the
7 Preliminary Approval Order, it is hereby ORDERED, ADJUDGED, AND DECREED as
8 follows:

9 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
10 each Settlement Class Member by first-class mail. These papers informed the Settlement Class of
11 the terms of the Settlement, their right to receive an Individual Settlement Payment, their right (a)
12 to comment on or object to the Settlement, (b) to request exclusion from the Settlement and
13 pursue their own remedies, and (c) of their right to appear in person or by counsel at the final
14 approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time
15 were provided by each of these procedures. No member of the Class filed written objection to the
16 proposed Settlement as part of this notice process or stated an intention to appear at the final
17 approval hearing.

18 2. The Court finds and determines that this notice procedure afforded adequate
19 protections to Settlement Class Members and provides the basis for the Court to make an
20 informed decision regarding approval of the Settlement based on the responses of the Settlement
21 Class. The Court finds and determines that the notice provided in this case was the best notice
22 practicable, which satisfied the requirements of law and due process.

23 3. With respect to the Settlement Class and for purposes of approving this Settlement
24 only, this Court finds and concludes that: (a) the members of the Settlement Class are
25 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
26 questions of law or fact common to the Settlement Class, and there is a well-defined community
27 of interest among members of the Settlement Class with respect to the subject matter of the
28 Action; (c) the claims of Class Representative Daniel Esquivel are typical of the claims of the

1 members of the Settlement Class; (d) the Class Representative has fairly and adequately protected
2 the interests of the members of the Settlement Class; (e) a class action is superior to other
3 available methods for an efficient adjudication of this controversy; and (f) the counsel of record
4 for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in
5 their individual and representative capacities for the Class.

6 4. The Court has certified a Settlement Class, as that term is defined in and by the
7 terms of the Settlement Agreement as all current and former non-exempt employees who are
8 and/or were employed by Defendant in California at any time from September 18, 2017 through
9 September 19, 2022, except those non-exempt employee(s) whose employment is governed by
10 the Southwest Interior/Exterior Master Agreement between the Western Wall & Ceiling
11 Contractors Association, Inc. and the Southwest Regional Council of Carpenters of the United
12 Brotherhood of Carpenters and Joiners of America.

13 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

14 6. The Court hereby confirms Plaintiff Daniel Esquivel as the Class Representative in
15 this Action.

16 7. The Court finds and determines that the terms set forth in the Settlement
17 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
18 according to its terms, having found that the Settlement was reached as a result of informed and
19 non-collusive arm's-length negotiations. The Court further finds that the Parties conducted
20 extensive investigation, research, and discovery and that their attorneys were able to reasonably
21 evaluate their respective positions. The Court also finds that the Settlement will enable the Parties
22 to avoid additional and potentially substantial litigation costs, as well as delay and risks if the
23 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery
24 provided as part of the Settlement and recognizes the significant value accorded to the Class.

25 8. The Court further finds and determines that the terms of the Settlement are fair,
26 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that
27 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
28 should be and hereby are ordered to be consummated.

1 9. The Court hereby approves the Gross Settlement Amount of \$200,000.

2 10. The Court finds and determines that the Individual Settlement Payments to be
3 paid to participating Settlement Class Members as provided for by the Settlement are fair and
4 reasonable. The Court hereby gives final approval to and orders the payment of those amounts be
5 made to the participating Settlement Class Members in accordance with the Settlement
6 Agreement.

7 11. The Court finds and determines that the fees and expenses in administering the
8 Settlement incurred by Phoenix Settlement Administrators. in the amount of \$5,825.00, are fair
9 and reasonable. The Court hereby gives final approval to and orders that the payment of that
10 amount in accordance with the Settlement.

11 12. The Court finds and determines the Class Representative Enhancement Award of
12 up to \$8,500 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to
13 make this payment to the Plaintiff/Class Representative in accordance with the terms of the
14 Settlement Agreement.

15 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
16 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
17 \$66,666.66 and litigation costs of \$10,479.80. The Court finds such amounts to be fair and
18 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
19 accordance with the terms of the Settlement Agreement.

20 14. Without affecting the finality of this order or the entry of judgment in any way, the
21 Court retains jurisdiction of all matters relating to the interpretation, administration,
22 implementation, effectuation, and enforcement of this order and the Settlement pursuant to Code
23 of Civil Procedure § 664.6.

24 15. Pursuant to Cal. Rules of Court, rule 3.771(b), notice of entry of this Order and
25 Judgment will be posted on the administrator's website.

26 16. Neither Defendant nor any related persons or entities shall have any further
27 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
28 except as provided for by the Settlement Agreement.

1 17. Neither the making of the Settlement Agreement nor the entry into the Settlement
2 Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of
3 any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a
4 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
5 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement be
6 construed as an admission or concession by or against Defendant or any related person or entity.

7 18. Nothing in this order shall preclude any action to enforce the Parties' obligations
8 under the Settlement or under this order, including the requirement that Defendants make
9 payment to the participating Settlement Class Members in accordance with the Settlement.

10 19. Upon completion of administration of the Settlement, the Settlement
11 Administrator will provide written certification of such completion to the Court and counsel for
12 the Parties which shall be filed with the Court five (5) court days before the ~~Non-Appearance~~
13 ~~Case Review re: Final Report re: Distribution of Settlement Funds hearing set for March 4,~~
14 ~~2024 at 11:00 a.m., or~~ *Hearing to be set if appropriate &/or necessary* in the above entitled Court.

15 20. The Court hereby enters final judgment in accordance with the terms of the
16 Settlement Agreement and the Order Granting Preliminary Approval of Class Action Settlement
17 filed on May 16, 2023 and this Order.

18 21. The Parties will bear their own costs and attorneys' fees except as otherwise
19 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
20 costs.

21 IT IS SO ORDERED

22
23 DATED: _____ 11/06/2023

24 
Honorable Katherine Bacal
JUDGE OF THE SUPERIOR COURT