

Electronically Received 04/15/2025 04:01 PM

FILED
Superior Court of California
County of Sacramento
05/09/2025
V. Aleman, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

JOSHUA F. HARDWICK, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

3D DATA COM; and DOES 1 through 20,
inclusive,

Defendants.

Case No. 34-2022-00316434-CU-OE-GDS

Assigned for all purposes to
Hon. Lauri Damrell
Dept. 22

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

Date: May 9, 2025
Time: 9:00 a.m.
Dept: 22

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

1 This matter came on for hearing on May 9, 2025, at 9:00 a.m., in Department 22 of the
2 above-captioned Court on Plaintiff Joshua Hardwick's ("Plaintiff") unopposed Motion for Final
3 Approval of Class Action Settlement pursuant to California Rule of Court 3.769.

4 Having received and considered the JOINT STIPULATION OF CLASS AND
5 REPRESENTATIVE PAGA ACTION SETTLEMENT ("Settlement Agreement") entered into
6 between Plaintiff and Defendant 3D Data Com ("Defendant"), a copy of which was filed as
7 Exhibit 1 to the Declaration of Elizabeth Robles In Support of Plaintiff's Motion for Final
8 Approval, the Court's Order Granting Preliminary Approval of Class Action Settlement filed on
9 September 6, 2024, and the instant Motion for Final Approval, the Court hereby GRANTS final
10 approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
11 DETERMINATIONS:

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

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

26 3. With respect to the Class and for purposes of approving this Settlement only, this
27 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
28 that joinder of all members is impracticable; (b) there are questions of law or fact common to the

1 Class, and there is a well-defined community of interest among members of the Class with respect
2 to the subject matter of the Action; (c) the claims of Class Representative Joshua F. Hardwick are
3 typical of the claims of the members of the Class; (d) the Class Representative has fairly and
4 adequately protected the interests of the members of the Class; (e) a class action is superior to
5 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
6 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for
7 Plaintiff in their individual and representative capacities for the Class.

8 4. The Court has certified a Class, as that term is defined in and by the terms of the
9 Settlement Agreement, as all non-exempt employees employed by Defendant in California
10 during the Class Period. The Class Period means September 7, 2017 to November 4, 2023. The
11 Court deems this definition sufficient for purposes of California Rule of Court 3.765(a). The
12 following Class Members have submitted timely requests for exclusion and thus are excluded
13 from the Settlement: Michael Daniels and Charles Bell.

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

15 6. The Court hereby confirms Plaintiff Joshua F. Hardwick as the Class
16 Representative in this Action.

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

27 8. The Court further finds and determines that the terms of the Settlement are fair,
28 reasonable and adequate to the Class and to each Participating Class Member and that the

1 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
2 be and hereby are ordered to be consummated.

3 9. The Court hereby approves the Gross Settlement Amount of \$590,000.00.

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

8 11. The Court finds and determines that the allocation of \$40,000.00 of the Gross
9 Settlement Amount to the settlement of civil penalties under the Private Attorneys General Act
10 in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and
11 orders that the payment of 75% of this amount (or \$30,000.00) be paid California Labor and
12 Workforce Development Agency and 25% (or \$10,000.00) be paid to the PAGA Group Members
13 in accordance with the Settlement Agreement.

14 12. The Court finds and determines that the fees and expenses in administrating the
15 Settlement incurred by Phoenix Settlement Administrators in the amount of \$11,082.85, are fair,
16 reasonable, and appropriate. The Court hereby gives final approval to and orders that the payment
17 of that amount in accordance with the Settlement.

18 13. The Court finds and determines the Class Representative Incentive Award of
19 \$10,000 for Plaintiff is fair, reasonable, and appropriate. The Court hereby orders the
20 Administrator to make this payment to the Plaintiff/Class Representative in accordance with the
21 terms of the Settlement Agreement.

22 14. Pursuant to the terms of the Settlement, and the authorities, evidence and
23 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
24 in the sum of \$196,666.66 and litigation costs of \$12,000.00. The Court finds such amounts to
25 be fair, reasonable, and appropriate. The Court hereby orders the Settlement Administrator to
26 make these payments in accordance with the terms of the Settlement Agreement.

1 15. Nothing in this order shall preclude any action to enforce the Parties' obligations
2 under the Settlement or under this order, including the requirement that Defendant make
3 payment to the Participating Class Members in accordance with the Settlement.

4 16. The Court retains jurisdiction of all matters relating to the interpretation,
5 administration, implementation, effectuation, and enforcement of the Settlement pursuant to
6 Code of Civil Procedure section 664.6.

7 17. Upon completion of administration of the Settlement, the Settlement
8 Administrator shall provide a declaration regarding the distribution of the settlement funds,
9 which shall be filed with the Court fifteen (15) days prior to the settlement compliance hearing
10 set for ~~January 9, 2026~~ ~~March 27, 2025~~ **at 10:30 a.m.** in the above-entitled Court. If the Court is satisfied that
11 the settlement funds have been fully distributed, no appearance will be required at the settlement
12 compliance hearing.

13 17. The Parties will bear their own costs and attorneys' fees except as otherwise
14 provided by this Court's Order awarding Class Counsel's award for attorneys' fees and litigation
15 costs.

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17 DATED: May 9, 2025

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19 _____
20 Honorable Lauri Damrell
21 JUDGE OF THE SUPERIOR COURT
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