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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ARTURO RODRIGUEZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

GREEN SET, INC., a California limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21STCV30141

*[Assigned for all purposes to the Hon. Carolyn
B. Kuhl, SSC-12]*

[PROPOSED] FINAL JUDGMENT

Date: January 18, 2023
Time: 10:30 a.m.
Dept.: SSC-12

Action filed: August 16, 2021
Trial Date: None set

1 This matter came on regularly for hearing before this Court on January 18, 2023, pursuant
2 to California Rule of Court 3.769 and this Court's August 23, 2022 Order Granting Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the
4 parties' Stipulation of Settlement (herein "Settlement")¹ and the documents and evidence
5 presented in support thereof, and the submissions of counsel, the Court hereby ORDERS and
6 enters JUDGMENT as follows:

7 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

10 All current and former non-exempt, hourly employees of Defendant Green
11 Set, Inc. who worked in California at any time between August 16, 2017
and August 23, 2022.

12 2. The Class Period is August 16, 2017 and August 23, 2022.

13 3. Plaintiff Arturo Rodriguez is hereby confirmed as Class Representative, and Scott
14 M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of
15 Haines Law Group, APC are hereby confirmed as Class Counsel.

16 4. Notice was provided to the Settlement Class as set forth in the Settlement. The
17 form and manner of notice were approved by the Court on August 23, 2022, and the notice
18 process has been completed in conformity with the Court's Order. The Court finds that said
19 notice was the best notice practicable under the circumstances. The Notice Packet (which
20 consists of the Notice of Pendency of Class Action and Proposed Settlement and Notice of
21 Individual Settlement Award) provided due and adequate notice of the proceedings and matters
22 set forth therein, informed Settlement Class members of their rights, and fully satisfied the
23 requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769,
24 and due process.

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27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 5. The Court finds that no Settlement Class member objected to the Settlement, no
2 class member has opted out of the Settlement, and that the 100% participation rate in the
3 Settlement supports final approval.

4 6. The Court hereby approves the settlement as set forth in the Settlement
5 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
6 Agreement according to its terms.

7 7. For purposes of settlement only, the Court finds that (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members individually is
9 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there
10 is a well-defined community of interest among members of the Settlement Class with respect to
11 the subject matter of the litigation; (c) the claims of the Class Representative are typical of the
12 claims of the members of the Settlement Class; (d) the Class Representative has fairly and
13 adequately protected the interests of the Settlement Class members; (e) a class action is superior
14 to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel
15 are qualified to serve as counsel for the Class Representative and the Settlement Class.

16 8. The Court orders that Defendant Aircraft Component Repair, Inc. deposit the
17 Gross Settlement Amount of Four Hundred Fifty Thousand Dollars and Zero Cents
18 (\$450,000.00) with Simpluris, Inc., the Settlement Administrator, as provided for in the
19 Settlement.

20 9. The Court finds that the settlement payments, as provided for in the Settlement,
21 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
22 individual payments in conformity with the terms of the Settlement.

23 10. The Court finds that an incentive payment in the amount of \$5,000.00 for Plaintiff
24 Arturo Rodriguez is appropriate for his risks undertaken and service to the Settlement Class. The
25 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
26 Administrator make this payment in conformity with the terms of the Settlement.

1 11. The Court finds that attorneys' fees in the amount of \$150,000.00 and litigation
2 costs of \$14,443.63 for Class Counsel, are fair, reasonable, and adequate, and orders that the
3 Settlement Administrator distribute these payments to Class Counsel in conformity with the
4 terms of the Settlement.

5 12. The Court orders that the Settlement Administrator shall be paid \$4,900.00 from
6 the Gross Settlement Amount for all of its work done and to be done until the completion of this
7 matter, and finds that sum appropriate.

8 13. The Court finds that the payment to the California Labor & Workforce
9 Development Agency ("LWDA") in the amount of \$15,000.00 for its share of the settlement of
10 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
11 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
12 this payment to the LWDA in conformity with the terms of the Settlement.

13 14. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
14 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant
15 separately from, and in addition to, the Gross Settlement Amount.

16 15. The Court finds and determines that upon satisfaction of all obligations under the
17 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will
18 have released the Released Claims as set forth in the Settlement, and will be permanently barred
19 from prosecuting against Defendants any of the Released Claims pursuant to the Settlement.

20 16. Upon the Effective Date, by virtue of this Judgment, Plaintiff and each
21 Settlement Class member, fully, forever and completely release and forever discharge Defendant
22 Green Set, Inc. and all of its past and present officers, owners, directors, shareholders, managers,
23 employees, agents, principals, trustees, beneficiaries, heirs, representatives, accountants,
24 auditors, consultants, attorneys, and each of their respective successors and predecessors in
25 interest, subsidiaries, affiliates, parents, assigns and attorneys, (collectively the "Released
26 Parties"), from all claims, demands, rights, liabilities and causes of action that were pled in, or
27 arising out of facts asserted in, the operative First Amended Complaint that arose during the
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1 Class Period including with respect to the following claims: (a) failure to pay all overtime wages
2 owed; (b) failure to pay minimum wages owed; (c) failure to provide meal periods, or premium
3 pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium
4 pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements; (f)
5 failure to pay all wages due upon separation of employment; (g) all claims under California
6 Business & Professions Code § 17200 for unfair business practices that could have been
7 premised on the facts, claims, causes of action or legal theories described above; (h) violation of
8 the following sections of the California Labor Code sections 201, 202, 203, 204, 218.5, 218.6,
9 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1192, 1194, 1194.2, 1198, 1197, 1197.1, 1198; and
10 (i) violation of the California Industrial Wage Orders that could have been premised on the facts,
11 claims, causes of action or legal theories described above, as well as any potential penalties,
12 interest or attorneys' fees associated with all of such causes of action under California law.

13 17. The time period for the release of the Released Claims against the Released
14 Parties shall be the same time period as the Class Period.

15 18. Upon the Effective Date, all PAGA Employees, which is defined as all hourly-
16 paid or non-exempt employees who PAGA Employees, regardless of whether they opt-out,
17 including Plaintiff, will release and forever discharge all claims, demands, rights, liabilities and
18 causes of action under the California Labor Code Private Attorneys General Act of 2004 against
19 the Released Parties based on the claims asserted in the operative First Amended Complaint and
20 as alleged in Plaintiff's letter to the Labor & Workforce Development Agency ("LWDA") dated
21 April 29, 2022, arising during or with respect to the PAGA Period, including the following
22 claims: (a) failure to pay all overtime wages owed; (b) failure to pay minimum wages owed; (c)
23 failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to
24 authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to
25 issue accurate, itemized wage statements; and (f) failure to pay all wages due upon separation of
26 employment; as well as all attorneys' fees and costs related thereto.

1 19. The time period for the release of the PAGA Released Claims against the
2 Released Parties shall be the same time period as the PAGA Period. The PAGA Period is August
3 16, 2020 through August 23, 2022.

4 20. Upon the Effective Date, Plaintiff agrees to release, in addition to the Released
5 Claims described above, all claims, whether known or unknown, under federal law or state law
6 against the Released Parties through the date Plaintiff executes this Agreement. Plaintiff
7 understands that the general release given under this Section 4 includes unknown claims, which
8 includes waiving all rights and benefits afforded by Section 1542 of the California Civil Code,
9 which provides:

10 **A general release does not extend to claims which the creditor or**
11 **releasing party does not know or suspect to exist in his or her favor at**
12 **the time of executing the release and that, if known by him or her,**
13 **would have materially affected his or her settlement with the debtor or**
14 **released party.**

15 21. The releases identified and described/defined shall become effective on the date
16 on which both the following have occurred: (1) Defendant fully funds the Gross Settlement
17 Amount and the employer's share of payroll taxes and (2) the Effective Date as defined below.

18 22. The "Effective Date" is defined as the latter of: (a) the date upon which the Court
19 enters final approval of the Settlement if no objections by or on behalf of Class Members have
20 been filed; (b) the expiration of any appeal period following the Court's final approval of the
21 Settlement if an objection has been filed and no appeal has been filed or withdrawn; or (c) if any
22 timely appeal(s) is/are filed or other judicial review is commenced, the final resolution of any
23 appeal that has been filed, with the California Court of Appeal or the California Supreme Court
24 rendering a final judgment affirming the Court's final approval of the Settlement without
25 material modification.

26 23. This document shall constitute a final judgment pursuant to California Rule of
27 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
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1 approval hearing, the court must make and enter judgment. The judgment must include a
2 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
3 judgment. The court may not enter an order dismissing the action at the same time as, or after,
4 entry of judgment."

5 24. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
6 Order, and this Judgment.

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8 **JUDGMENT IS SO ENTERED.**

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10 Dated: _____, 2023

11 Honorable Carolyn B. Kuhl
12 Judge of the Superior Court
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