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

JAMES GREGORY CONQUEST and ILANA
RAMOS individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

TRIPLE CANOPY, INC.; CONSTELLIS
INTEGRATED RISK MANAGEMENT
SERVICES, INC.; TRIPLE CANOPY – A
CONSTELLIS COMPANY; and DOES 1-50,
inclusive,

Defendants.

Case No. 34-2022-00322538
Hon. Lauri A. Damrell
Dept.: 28

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS AND PAGA
SETTLEMENT; JUDGMENT**

Date: February 2, 2024
Time: 9:00 a.m.
Dept: 28

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Attorneys for Plaintiff JAMES GREGORY CONQUEST

1 This matter came on for hearing on February 2, 2024 at 09:00 a.m. in Department 28 of the
2 above-captioned Court on Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement,
3 attorneys' fees and costs, incentive award, administration costs, PAGA payment and Judgment. For
4 purposes of this Order and Judgment, the Court refers to all defined terms (i.e. terms with initial
5 capitalization) as set forth in the Amended Joint Stipulation for Settlement and Release of Class Action
6 and Representative Action Claims ("Settlement Agreement"). Having received and considered the
7 Settlement Agreement, the supporting papers filed by the Parties, and the evidence and argument
8 received by the Court in conjunction with the Motion for Preliminary Approval of Class Action
9 Settlement, and the instant Plaintiffs' Unopposed Motion for Final Approval, Attorneys' Fees, Costs,
10 Incentive Award, Administration Costs, and Entering of Final Judgment, the Court grants final approval
11 of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all members
13 of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the Settlement, of their
14 right to receive their proportional Individual Settlement Payment, of their right to request exclusion from
15 the Class and the Settlement, of their right to comment upon or object to the Settlement and to appear in
16 person or by counsel at the final approval hearing and of the date set for the Final Approval hearing.
17 Adequate periods of time were provided by each of these procedures.

18 2. In response to the Notice, no members objected and one (1) member requested exclusion.
19 There are no outstanding disputes regarding the Settlement.

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

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

1 5. The Court has certified a Class, as those terms are defined in and by the terms of the
2 Settlement Agreement, and the Court deems this definition sufficient for purposes of California Rule of
3 Court 3.765(a).

4 6. The Court hereby approves the terms set forth in the Settlement Agreement and finds that
5 the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the
6 Settlement according to its terms. The Court finds that the Settlement was reached as a result of informed
7 and non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds that
8 the Parties conducted extensive investigation, research, and discovery and that their attorneys were able
9 to reasonably evaluate their respective positions. The Court also finds that Settlement will enable the
10 Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the
11 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery provided as
12 part of the Settlement and recognizes the significant value accorded to the Class.

13 7. The Court hereby confirms James Hawkins, APLC, Clark Law Group and United
14 Employees Law Group as Class Counsel in this action.

15 8. The Court hereby confirms the Plaintiffs James Gregory Conquest and Ilana Ramos as the
16 Class Representatives in this action.

17 9. The Court finds and determines that the individual settlement payments to Class Members
18 provided for by the terms of the Settlement to be paid to the Class are fair and reasonable. The Court
19 hereby gives final approval to and orders the payment of those amounts be made to the participating
20 members of the Class in accordance with the terms of the Settlement.

21 10. The Court finds and determines that the \$100,000.00 PAGA Payment for alleged civil
22 penalties in this case, of which the Labor and Workforce Development Agency ("LWDA") shall receive
23 75%, or \$75,000.00, with the remaining \$25,000.00 of the PAGA Payment payable directly to Aggrieved
24 Employees, is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that
25 the PAGA Payment be paid in accordance with the Settlement.

26 11. The Court finds and determines the Class Representative Enhancement Award in the sum
27 of \$10,000 each to Plaintiff Conquest and Ramos fair and reasonable. The Court hereby orders the
28

1 Administrator to make this payment to the Plaintiffs/Class Representatives in accordance with the terms
2 of the Settlement Agreement.

3 12. The Court finds and determines that the payment to be paid to the Settlement
4 Administrator, Apex Class Action, LLC in the sum of \$14,000.00 for its fees and expenses incurred is fair
5 and reasonable. The Court hereby orders the Administrator to make this payment to itself in accordance
6 with the terms of the Settlement Agreement.

7 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
8 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
9 \$313,333.33 and litigation costs of \$16,673.46. The Court finds such amounts to be fair and reasonable.
10 The Court hereby orders the Settlement Administrator to make these payments in accordance with the
11 terms of the Settlement Agreement.

12 14. Neither Defendants nor any related persons or entities shall have any further liability for
13 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided
14 for by the Settlement Agreement.

15 15. The Court finds and determines that the releases contained in the Settlement Agreement
16 and Amendment thereto is appropriate and shall bind all Class Members who did not timely opt out of the
17 Settlement and all PAGA Members.

18 16. Nothing in this Order shall preclude any action to enforce the Parties' obligations pursuant
19 to the Settlement Agreement or pursuant to this Order.

20 17. The Court finds and determines that nothing in the Settlement Agreement, this Order, or
21 the Judgment (1) is intended or will be construed as an admission of liability or wrongdoing by Defendants
22 or any Released Party or (2) may be offered or admitted in evidence against Defendants or any Released
23 Party (other than solely in connection with this Settlement).

24 18. The Court hereby enters final judgment in this case in accordance with the terms of the
25 Settlement Agreement, Preliminary Approval Order and this Order.

26 19. The Parties shall bear their own costs and attorneys' fees except as otherwise provided for
27 by the Settlement Agreement and this Court's Order Granting Final Approval.
28

20. Without affecting the finality of this Order in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this order and the Settlement.

JUDGMENT

21. This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiffs/Class Representatives and all Class Members and PAGA Members shall take nothing from Defendants except as expressly set forth in the Settlement Agreement, in conjunction with this Judgment. By operation of this Judgment, and in accordance with the Settlement Agreement, the Plaintiffs and each Participating Class Member, PAGA Member, and the California Labor and Workforce Development Agency shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged with respect to all Released Parties any and all Released Claims for the period of August 26, 2020 through January 15, 2023 as defined in the Settlement Agreement. Without affecting the finality of this Judgment, the Court pursuant to California Rule of Court 3.769(h) shall retain jurisdiction over the parties to enforce the terms of the Judgment.

IT IS SO ORDERED.

Date: _____

By: _____

Hon. Laurie A. Damrell
Judge of the Superior Court