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

JOSE SALCIDO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ELECTRO ADAPTER, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 21STCV32600

*[Assigned for all purposes to the Hon. Stuart M.
Rice, Dept. SSC-1]*

[PROPOSED] FINAL JUDGMENT

Date: November 15, 2023
Time: 10:30 a.m.
Dept.: SSC-1

Action filed: September 2, 2021
Trial Date: None set

1 This matter came on regularly for hearing before this Court on November 15, 2023,
2 pursuant to California Rule of Court 3.769 and this Court's April 26, 2023 Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Stipulation of Settlement (herein "Settlement")¹ and the documents and
5 evidence presented in support thereof, and the submissions of counsel, the Court hereby
6 ORDERS and enters this 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 hourly-paid, non-exempt employees who worked for
11 Defendant Electro Adapter, Inc. in California at any time from September
12 2, 2017 through November 15, 2022.

13 2. The Class Period is September 2, 2017 and November 15, 2022.

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

17 4. Notice was provided to the Settlement Class as set forth in the Settlement. The
18 form and manner of notice were approved by the Court on April 26, 2023, and the notice process
19 has been completed in conformity with the Court's Order. The Court finds that said notice was
20 the best notice practicable under the circumstances. The Notice Packet (which consists of the
21 Notice of Pendency of Class Action and Proposed Settlement and Notice of Individual
22 Settlement Award) provided due and adequate notice of the proceedings and matters set forth
23 therein, informed Settlement Class members of their rights, and fully satisfied the requirements
24 of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

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

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

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

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

8. The Court orders that Defendant Electro Adapter, Inc. deposit the Gross Settlement Amount of Two Hundred Ninety Thousand Dollars and Zero Cents (\$290,000.00) with Phoenix, Inc., the Settlement Administrator, as provided for in the Settlement.

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

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

11. The Court finds that attorneys' fees in the amount of \$96,666.66 and litigation costs of \$20,639.09 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

12. The Court orders that the Settlement Administrator shall be paid \$7,250.00 from the Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

13. The Court finds that the payment to the California Labor & Workforce Development Agency (“LWDA”) in the amount of \$11,250.00 for its share of the settlement of Plaintiff’s representative action under the California Labor Code Private Attorneys General Act (“PAGA”) is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement.

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

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

16. Upon the Effective Date, by virtue of this Judgment, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or provide premium wages in lieu thereof; (4) failure to provide rest periods or provide

premium wages in lieu thereof; (5) wage statement violations under Labor Code section 226, *et seq.*; (6) failure to timely pay all wages due at separation; (7) unfair business practices in violation of Business and Professions Code section 17200, *et seq.* premised on the above claims; and violation of or liability under California Labor Code under sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 516, 558, 1194, 1197, 1198, and the relevant Wage Orders issued by the Industrial Welfare Commission, and any and all related claims for attorneys' fees and costs. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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

18. Upon the Effective Date, all PAGA Employees, which is defined as all hourly-paid or non-exempt employees who PAGA Employees, regardless of whether they opt-out, including Plaintiff, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice including the (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or provide premium wages in lieu thereof; (4) failure to provide rest periods or provide premium wages in lieu thereof; (5) wage statement violations under Labor Code section 226, *et seq.*; (6) failure to timely pay all wages due at separation, and the relevant Wage Orders issued by the Industrial Welfare Commission, and any and all related claims for attorneys' fees and costs.

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
3 September 2, 2021 and November 15, 2022.

4 20. Plaintiff and his respective former and present spouses, representatives, agents,
5 attorneys, heirs, administrators, successors, and assigns generally, release and discharge
6 Released Parties from all claims, transactions, or occurrences that occurred during the Class
7 Period, including, but not limited to: (a) all claims that were, or reasonably could have been,
8 alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that
9 were, or reasonably could have been, alleged based on facts contained in the Operative
10 Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release.") Plaintiff's Release does not extend
11 to any claims or actions to enforce this Agreement or to any claims for vested benefits,
12 unemployment benefits, disability benefits, social security benefits, workers' compensation
13 benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff
14 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts
15 or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
16 Release shall be and remain effective in all respects, notwithstanding such different or additional
17 facts or Plaintiff's discovery of them. Notwithstanding the foregoing, the waiver and release in
18 this Agreement does not apply to: (i) those rights as a matter of law that cannot be waived,
19 including, but not limited to, workers' compensation claims; (ii) rights or claims arising out of
20 this Agreement after this Agreement is executed by Plaintiff; and (iii) rights or claims arising of
21 this Agreement. The Agreement in no way affects Plaintiff's entitlement and/or benefits to be
22 received by Plaintiff in workers' compensation pursuant to the jurisdiction of workers'
23 compensation. Plaintiff also agrees to not request an exclusion from this settlement. Any
24 Incentive Award approved by the Court will result in the issuance of a Form 1099 to the class
25 representative, who shall assume full responsibility and liability for the payment of taxes due on
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1 such award. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
2 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

3 **A general release does not extend to claims that the creditor or**
4 **releasing party does not know or suspect to exist in his or her favor at**
5 **the time of executing the release, and that if known by him or her would**
6 **have materially affected his or her settlement with the debtor or**
7 **Released Party.**

8 21. The releases identified and described/defined shall become effective on the date
9 when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll
10 taxes owed on the Wage Portion of the Individual Class Payments.

11 22. The "Effective Date" is defined as the date by when both of the following have
12 occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement;
13 and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences:
14 (a) if no Participating Class Member objects to the Settlement, the day the Court enters
15 Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after
16 the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the
17 Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

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4 **JUDGMENT IS SO ENTERED.**

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6 Dated: _____, 2023

7 Honorable Stuart M. Rice
8 Judge of the Superior Court
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