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Filed **MAR 28 2023**

BRANDON E. RILEY, CLERK

By *[Handwritten Signature]*
DEPUTY

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SAN JOAQUIN**

9 **GONZALO LOPEZ, as an individual and on behalf**
10 **of others similarly situated,**

11 **Plaintiff,**

12 **vs.**

13 **GLADDEN EQUIPMENT ERECTORS, INC., a**
14 **California corporation; and DOES 1 through 100,**
15 **Defendants.**

Case No.: STK-CV-UOE-2021-1816

[Assigned for all purposes to Dept. 10C]

16 **[PROPOSED] FINAL ORDER OF**
17 **APPROVAL OF CLASS ACTION**
18 **SETTLEMENT AND FINAL**
19 **JUDGMENT**

20 **Date:** March 28, 2023
21 **Time:** 9:00 a.m.
22 **Dept.:** 10C

23 **Complaint Filed:** March 2, 2021
24 **Trial Date:** None Set

MAR 09 2023

1 This matter came on regularly for hearing before this Court on March 28, 2023, at 9:00
2 a.m. pursuant to California Rule of Court 3.769 and this Court's November 29, 2022 Order
3 Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order").
4 Having considered the Parties' Stipulation of Settlement of Class Action and PAGA Claims and
5 Release of Claims (the "Settlement" or "Settlement Agreement") attached as Exhibit A to the
6 Declaration of Daniel J. Brown in Support of Plaintiff's Motion for Preliminary Approval of Class
7 Action Settlement, filed on October 18, 2022, and the submissions of counsel, and recognizing
8 the sharply disputed factual and legal issues involved in this case, the risks of further prosecution
9 and the benefits to be received by the Class pursuant to the Settlement, the Court hereby makes a
10 final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the product of
11 good faith, arm's-length negotiations between the Parties.

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

14 Good cause appearing thereof, the Court hereby GRANTS Plaintiff's Motion for Final
15 Approval of Class Action Settlement and ORDERS as follows:

16 1. The conditional class certification contained in the Preliminary Approval Order is
17 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
18 Class consisting of:

19 All individuals who worked for Defendant Gladden Equipment Erectors, Inc.
20 ("Defendant") as non-exempt employees from March 3, 2017 through August 15, 2022
(the "Class Period"). ("Settlement Class" or "Settlement Class Members").

21 2. Plaintiff Gonzalo Lopez is hereby confirmed as Class Representative, and Daniel
22 J. Brown of Stansbury Brown Law, PC is hereby confirmed as Class Counsel.

23 3. Notice was provided to the Settlement Class as set forth in the Settlement, which
24 was preliminarily approved by the Court on November 29, 2022, and the notice process has been
25 completed in conformity with the Court's Order. The Court finds that said notice was the best
26 notice practicable under the circumstances. The Class Notice provided due and adequate notice
27 of the proceedings and matters set forth herein, informed Class Members of their rights, and fully

1 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of
2 Court 3.769, and due process.

3 4. The Court finds that no Class Member who received the Class Notice objected to
4 the Settlement or opted-out of the Settlement, and that the 100% participation rate in the
5 Settlement supports final approval.

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

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

18 7. The Court finds that given the absence of objections, and objections being a
19 prerequisite to appeal, that this Order and Judgment shall be considered final as of the date of
20 notice of entry.

21 8. The Court orders that the Maximum Settlement Amount of Two Hundred Thirty-
22 Six Thousand Dollars and Zero Cents (\$236,000.00) shall be deposited with the Settlement
23 Administrator, ILYM Group, Inc. ("ILYM"), as provided in the Settlement.

24 9. Any Settlement funds that remain uncashed after 180 days after they are mailed
25 shall be transferred by PSA to Justice Gap Fund, administered by the State Bar's Office of Access
26 & Inclusion, as the *cy pres*.

27 10. The Court finds that the Individual Settlement Awards, as provided for in the

1 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
2 distribute the Individual Settlement Awards in conformity with the terms of the Settlement. The
3 Court further orders that any envelope transmitting a Settlement Award to a Settlement Class
4 Member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS
5 ENCLOSED."

6 11. The Court finds that an Enhancement Payment in the amount of \$5,000.00 for
7 Plaintiff Gonzalo Lopez is appropriate for his risks undertaken and service to the Settlement
8 Class. The Court finds that this payment is fair, reasonable, and adequate, and orders that the
9 Settlement Administrator make this payment in conformity with the terms of the Settlement.

10 12. The Court finds that attorneys' fees in the amount of \$78,666.67 and actual
11 litigation costs of \$13,673.93 for Class Counsel, are fair, reasonable, and adequate, and orders
12 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
13 the terms of the Settlement.

14 13. The Court finds that a payment to the Labor & Workforce Development Agency
15 ("LWDA") in the amount of \$3,750.00 for the LWDA's share of civil penalties under the Labor
16 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the
17 Settlement Administrator make this payment in conformity with the terms of the Settlement.

18 14. The Court orders that the Settlement Administrator shall be paid \$7,432.80 from
19 the Maximum Settlement Amount for all of its work done and to be done until the completion of
20 this matter, and finds that sum appropriate.

21 15. Pursuant to the terms of Settlement, the employer's share of payroll taxes for the
22 portion of the Net Settlement Fund allocated to wages shall be paid by Defendant separately, and
23 in addition to, the Maximum Settlement Amount.

24 16. The Court finds and determines that upon satisfaction of all obligations under the
25 Settlement and this Order, all Settlement Class Members will be bound by the Settlement and will
26 have released the Released Claims as set forth in the Settlement.

27 17. Settlement is not an admission by Defendant, nor is this Order and Final Judgment

1 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order
2 and Final Judgment, the Settlement, nor any document referred to herein, nor any action taken to
3 carry out the Settlement, shall be construed or deemed an admission of liability, culpability, or
4 wrongdoing on the part of Defendant.

5 18. As of the date of this Order and Final Judgment and the full funding of the
6 Maximum Settlement Amount as called for in the Settlement, Plaintiff and every member of the
7 Settlement Class shall be deemed to have released and discharged Defendant, its officers,
8 directors, members, partners, owners, shareholders, agents, managing agents, insurers, assigns,
9 predecessors, successors, parent companies and organizations, and any other entity which
10 Plaintiff, individually on behalf of his self and on behalf of all Settlement Class Members, might
11 claim are responsible for the damages sought in the Lawsuit (the "Released Parties"), for all
12 claims that were pled or could have been pled based on the factual allegations in the First
13 Amended Class and Representative Action Complaint ("FAC"), which was deemed filed on
14 November 29, 2022, including: (a) failure to pay all overtime wages; (b) rest period violations;
15 (c) meal period violations; (d) failure to reimburse business expenses; (e) waiting time penalties;
16 (f) violations of California's "Day of Rest" Laws (Lab. Code, §§ 510, 551 and 552); (g) all claims
17 arising out of unfair business practices under Business & Professions Code § 17200, *et seq.* that
18 were premised on the claims that were pled based on the factual allegations in the FAC; and (h)
19 all claims for civil penalties under the Private Attorneys General Act ("PAGA") that were
20 premised on the claims that were pled based on the factual allegations in the FAC (collectively,
21 the "Released Claims"). For members of the Settlement Class who do not validly opt out, the
22 release period shall extend to the Class Period, which is from March 3, 2017 to August 15, 2022.

23 19. In addition to the release detailed in Paragraph 18 above, as of the date of this
24 Order and Final Judgment and the full funding of the Maximum Settlement Amount as called for
25 in the Settlement, Plaintiff shall be deemed to have provided a general release and discharge of
26 claims against Defendant and the Released Parties to the extent detailed in paragraph 2(B) of the
27 Settlement ("Plaintiff's Released Claims"). The Parties shall also be deemed to have provided a

1 mutual release of unknown claims to the extent detailed in Paragraph 2(C) of the Settlement.

2 20. Plaintiff and all Class Members who were employed by Defendant in California
3 at any time from March 3, 2020 through August 15, 2022 ("PAGA Period") ("Aggrieved
4 Employees"), will not have the opportunity to opt out or object to the PAGA settlement, as
5 described in paragraphs 3(B)(5), and 4(B)(i) of the Settlement, and will fully release and
6 discharge the Released Parties from all PAGA claims that are based on the Labor Code violations
7 pled in the filed FAC, which arose during the PAGA Period.

8 21. Notwithstanding the paragraphs above nor anything else in the Settlement,
9 Plaintiff's waiver and release in the Settlement does not apply to (i) those rights that as a matter
10 of law cannot be waived, including, but not limited to, workers' compensation claims, pending
11 or otherwise; and (ii) rights or claims arising out of this Settlement.

12 22. The releases identified herein shall be null and void should the Settlement not be
13 fully funded.

14 23. This document shall constitute a final judgment pursuant to California Rule of
15 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final
16 approval hearing, the court must make and enter judgment. The judgment must include a
17 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
18 judgment. The court may not enter an order dismissing the action at the same time as, or after,
19 entry of judgment." Pursuant to section 664.6 of the California Code of Civil Procedure, the
20 Court will retain jurisdiction to enforce the Settlement, this Final Order and Judgment.

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1 24. The Settlement Administrator shall file a declaration regarding the disbursement
2 of Settlement funds on or before December 5, 2023, and the date for the Final Report
3 (Nonappearance) Hearing shall be set for December 12, 2023. The declaration shall state the date
4 the checks were mailed, the total value of uncashed checks, and the nature and anticipated date
5 of the disposition of those unclaimed funds.

6
7 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

8 Dated: 3/28, 2023


Judge of the Superior Court
Jayne C. Lee