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Attorneys for Plaintiff Ted Ferguson, Lisa Flathers, Joel Flores and the Class

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

Ted Ferguson, individually, and on behalf of
other members of the general public similarly
situated, and LISA FLATHERS and JOEL
FLORES, individually, and on behalf of all
other aggrieved employees pursuant to the
California Private Attorney General Act,

Plaintiffs,

vs.

G3 ENTERPRISES, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CV-21-000848

Honorable John D. Freeland
Department 23

CLASS ACTION

**[REVISED PROPOSED] FINAL
APPROVAL
ORDER AND JUDGMENT**

Complaint Filed:	February 23, 2021
FAC Filed:	June 27, 2023
Trial Date:	None Set

1 This matter came before the Honorable John D. Freeland, whose courtroom is located in
2 Department 23 of the above-entitled Court, located at 801 10th Street, Modesto, California
3 95354, on February 15, 2024 at 8:30 a.m. for Plaintiff Ted Ferguson’s (“Plaintiff Ferguson”),
4 Plaintiff Lisa Flathers’ (“Plaintiff Flathers”), and Plaintiff Joel Flores’ (“Plaintiff Flores”)
5 (collectively, the “Plaintiffs”) Motion for Final Approval of Class Action, Attorneys’ Fees and
6 Costs, and Enhancement Awards (“Motion for Final Approval”). Edwin Aiwasian, Esq. of
7 Lawyers *for* Justice, PC (“Class Counsel”) appeared telephonically on behalf of Plaintiffs and
8 the Class, and Raymond Bertrand of Paul Hastings LLP (“Defendant’s Counsel”) appeared
9 telephonically on behalf of Defendant G3 Enterprises, Inc. (“Defendant”).

10 On August 11, 2023, the Court entered an Order Granting Preliminary Approval of Class
11 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the
12 settlement of the above-entitled (“Action”) in accordance with the Class Action and PAGA
13 Action Settlement Agreement and Release (together, “Settlement,” “Original Agreement,” or
14 “Settlement Agreement”) entered into by and between Plaintiffs and Defendant, which, together
15 with the exhibits annexed thereto set forth the terms and conditions for settlement of the Actions
16 (“Settlement”).

17 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
18 oral argument, and good cause appearing,

19 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

20 1. This Order incorporated by reference the definitions in the Settlement Agreement
21 and the Preliminary Approval Order, and all capitalized terms used, but not defined, herein,
22 shall have the same meanings as in the Settlement Agreement.

23 2. This Court has jurisdiction over the claims of the Class Members asserted in this
24 proceeding and over all parties to the Action.

25 3. The Court finds that the applicable requirements of California Code of Civil
26 Procedure section 382 and California Rule of Court 3.769, et seq. have been satisfied with
27 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
28 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.

1 The Class is hereby defined to include: all current and former non-exempt or hourly-paid
2 individuals who worked for Defendant in the State of California at any time during the Class
3 Period (as it is defined in the Settlement Agreement).

4 4. The Court confirms Lawyers *for* Justice, PC as counsel for the Class (“Class
5 Counsel”), and Plaintiff Ferguson, Plaintiff Flathers, and Plaintiff Flores as representatives of
6 the Class (“Class Representatives”).

7 5. The Notice of Class Action and PAGA Representative Action Settlement
8 (“Notice”) that was provided to the Class Members, fully and accurately informed the Class
9 Members of all material elements of the Settlement and of their opportunity to participate in,
10 object to or comment thereon, or to seek exclusion from, the Settlement; was the best notice
11 practicable under the circumstances; was valid, due, and sufficient notice to all Class Members;
12 and complied fully with the laws of the State of California, the United States Constitution, due
13 process and other applicable law. The Notice fairly and adequately described the Settlement and
14 provided Class Members with adequate instructions and a variety of means to obtain additional
15 information.

16 6. Pursuant to California law, the Court hereby grants final approval to the
17 Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a
18 whole. More specifically, the Court finds that the Settlement was reached following meaningful
19 discovery and investigation conducted by Class Counsel; that the Settlement is the result of
20 serious, informed, adversarial, and arms-length negotiations between the parties; and that the
21 terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
22 Court has considered all of the evidence presented, including evidence regarding the strength of
23 Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the likely duration
24 of further litigation; the amount offered in the Settlement; the extent of investigation and
25 discovery completed; and the experience and views of Class Counsel. The Court has further
26 considered the absence of any objections to the Class Action Settlement submitted by Class
27 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance
28 with the Settlement Agreement and the following terms and conditions.

1 7. A full opportunity has been afforded to Class Members to participate in the Final
2 Approval Hearing, and all Class Members and other persons wishing to be heard have been
3 heard. The Court also finds that Class Members also have had a full and fair opportunity to
4 exclude themselves from the Class Action Settlement. Accordingly, the Court determines that
5 all Class Members who did not submit a timely and valid Request for Exclusion to the
6 Settlement Administrator (“Participating Class Members”) are bound by the Class Action
7 Settlement and by this order and judgment (“Final Approval Order and Judgment”).

8 8. The Court finds that payment of Settlement Administration Fees and Costs in the
9 amount of \$27,470.00 is appropriate for the services performed and costs incurred and to be
10 incurred for the notice and settlement administration process. It is hereby ordered that the
11 Settlement Administrator, Simpluris, Inc., shall issue payment to itself in the amount of
12 \$27,470.00, in accordance with the terms and methodology set forth in the Settlement
13 Agreement.

14 9. The Court finds that the Enhancement Awards, in the amount of \$11,500.00 each
15 to Plaintiffs, are fair and reasonable for the work performed by Plaintiffs on behalf of the Class,
16 the State of California, and Aggrieved Employees. It is hereby ordered that the Settlement
17 Administrator issue payment in the amount of \$11,500.00 each to Plaintiffs for their
18 Enhancement Award, according to the terms set forth in the Settlement Agreement.

19 10. The Court finds that the allocation of \$400,000.00 toward penalties under the
20 Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA Settlement
21 Amount”), is fair, reasonable, and appropriate, and hereby approved. The Settlement
22 Administrator shall distribute the PAGA Settlement Amount as follows: the amount of
23 \$300,000.00 to the California Labor and Workforce Development Agency, and the amount of
24 \$100,000.00 to be distributed to Aggrieved Employees on a *pro rata* basis (i.e., Individual
25 PAGA Payments), in accordance with the terms and methodology set forth in the Settlement
26 Agreement.

27 11. The Court finds that attorneys’ fees in the amount of \$1,460,129.86 to Class
28 Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that

1 the Settlement Administrator issue payment in the amount of \$1,460,129.86 to Class Counsel
2 for attorneys' fees, in accordance with the terms and methodology set forth in the Settlement
3 Agreement.

4 12. The Court finds that reimbursement of litigation costs and expenses in the
5 amount of \$15,337.55 to Class Counsel is reasonable, and hereby approved. It is hereby ordered
6 that the Settlement Administrator issue payment in the amount of \$15,337.55 to Class Counsel
7 for reimbursement of litigations costs and expenses, in accordance with the terms and
8 methodology set forth in the Settlement Agreement.

9 13. The Court finds that the Net Settlement Amount of approximately \$1,562,562.59
10 to be fully distributed to the Class Members who did not timely opt out of the Settlement is
11 reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator will
12 issue payments in the total amount of \$1,562,562.59 to Participating Class Members, in
13 accordance with the terms and methodology set forth in the Settlement Agreement.

14 14. The Court hereby enters Judgment by which, upon Effective Date and payment
15 by Defendant to the Settlement Administrator of the full amount of the Gross Settlement
16 Amount and Employer Taxes, Plaintiffs and Participating Class Members will be deemed to
17 have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
18 Released Parties and Released Class Claims, and Plaintiffs Flathers and Flores, the State of
19 California with respect to the Aggrieved Employees, and the Aggrieved Employees will be
20 deemed to fully, finally, and forever released, settled, compromised, relinquished, and
21 discharged the Released Parties of all Released PAGA Claims pertaining to Plaintiffs Flather
22 and Flores and the Aggrieved Employees, in each case whether known or unknown, as set forth
23 in the Settlement Agreement and Notice.

24 15. It is hereby ordered that Defendant shall fund the Gross Settlement Amount
25 together with an amount sufficient to pay Employer Taxes pursuant to the Settlement
26 Administrator's wire instructions within fourteen (14) calendar days following the Effective
27 Date, in accordance with the Settlement Agreement.

1 16. It is hereby ordered that the Settlement Administrator shall distribute Individual
2 Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved
3 Employees, the Enhancement Awards to Plaintiffs, the LWDA Payment to the LWDA, the
4 Class Counsel's Attorneys' Fees and Costs to Class Counsel, and the Settlement Administration
5 Costs to the Settlement Administrator within seven (7) calendar days following the funding of
6 the Gross Settlement Amount, according to the methodology and terms set forth in the
7 Settlement Agreement.

8 17. It is hereby ordered that any and all Individual Settlement Payment checks issued
9 to Class Members and any and all Individual PAGA Payment checks issued to Aggrieved
10 Employees that are not cashed, deposited, or otherwise negotiated within one hundred eighty
11 (180) calendar days from the date of their mailing will be cancelled and the funds associated with
12 such cancelled checks will be transmitted to the Unclaimed Property Division maintained by the
13 State Controller's Office in the name of the Class Member and/or Aggrieved Employee whose
14 check is cancelled.

15 18. After entry of this Final Approval Order and Judgment, pursuant to California
16 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
17 implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment,
18 to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise
19 and adjudicate any dispute arising from or in connection with the distribution of settlement
20 benefits.

21 19. Notice of entry of this Final Approval Order and Judgment shall be given by
22 posting a copy of the Final Approval Order and Judgment on the Settlement Administrator's
23 website for a period of at least sixty (60) calendar days after the date of entry of this Final
24 Approval Order and Judgment. Individualized notice is not required to the Class.

25 20. Pursuant to California Code of Civil Procedure section 384, no later than five (5)
26 calendar days before the Final Compliance Hearing set for November 15, 2024, at 8:30 a.m. in
27 Department 23 of the above captioned Court, the parties shall submit a report to the Court
28 specifying, among other things, the total amount paid to Participating Class Members, the

leftover residual of settlement funds that will be paid to the Unclaimed Property Division maintained by the State Controller's Office.

IT IS SO ORDERED.

DATE: _____

The Honorable John D. Freeland
Judge of the Stanislaus County Superior Court
of California

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On February 16, 2024, I served the foregoing document(s) described as:

• **[REVISED PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

on interested parties in this action by placing a true and correct copy thereof, enclosed in a sealed envelope addressed as follows:

Raymond W. Bertrand (raymondbertrand@paulhastings.com)
PAUL HASTINGS LLP
4747 Executive Drive
Twelfth Floor
San Diego, California 92121

Attorneys for Defendant G3 ENTERPRISES, INC.

[X] BY ELECTRONIC SERVICE

Pursuant to California Code of Civil Procedure sections 1010.6(e) and 101.6(e)(2), and/or California Rules of Court, Rule 2.251(c)(3), and/or an agreement between the Parties to serve each other electronically, I caused the above-described document(s) to be electronically mailed to Defendant's counsel through the above-listed e-mail addresses.

State of California, Labor & Workforce Development Agency Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 16, 2024, at Glendale, California.



Emilio Lenti