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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

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

Date: February 15, 2024
Time: 8:30 a.m.
Department: 23

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

1 This matter has come before the Honorable John D. Freeland, whose courtroom is
2 located in Department 23 of the above-entitled Court, located at 801 10th Street, Modesto,
3 California 95354, on Plaintiff Ted Ferguson’s (“Plaintiff Ferguson”), Plaintiff Lisa Flathers’
4 (“Plaintiff Flathers”), and Plaintiff Joel Flores’ (“Plaintiff Flores”) (collectively, the
5 “Plaintiffs”) Motion for Final Approval of Class Action, Attorneys’ Fees and Costs, and
6 Enhancement Awards (“Motion for Final Approval”).

7 On August 11, 2023, the Court entered an Order Granting Preliminary Approval of Class
8 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the
9 settlement of the above-entitled (“Action”) in accordance with the Class Action and PAGA
10 Action Settlement Agreement and Release (together, “Settlement,” “Original Agreement,” or
11 “Settlement Agreement”) entered into by and between Plaintiffs and Defendant G3 Enterprises,
12 Inc., (“Defendant”), which, together with the exhibits annexed thereto set forth the terms and
13 conditions for settlement of the Actions (“Settlement”).

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

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

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

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

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, et seq. have been satisfied with
24 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
25 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
26 The Class is hereby defined to include: all current and former non-exempt or hourly-paid
27 individuals who worked for Defendant in the State of California at any time during the Class
28 Period (as it is defined in the Settlement Agreement).

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

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

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

26 7. A full opportunity has been afforded to Class Members to participate in the Final
27 Approval Hearing, and all Class Members and other persons wishing to be heard have been
28 heard. The Court also finds that Class Members also have had a full and fair opportunity to

1 exclude themselves from the Class Action Settlement. Accordingly, the Court determines that
2 all Class Members who did not submit a timely and valid Request for Exclusion to the
3 Settlement Administrator (“Participating Class Members”) are bound by the Class Action
4 Settlement and by this order and judgment (“Final Approval Order and Judgment”).

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

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

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

24 11. The Court finds that attorneys’ fees in the amount of \$1,460,129.86 to Class
25 Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that
26 the Settlement Administrator issue payment in the amount of \$1,460,129.86 to Class Counsel
27 for attorneys’ fees, in accordance with the terms and methodology set forth in the Settlement
28 Agreement.

1 12. The Court finds that reimbursement of litigation costs and expenses in the
2 amount of \$15,337.55 to Class Counsel is reasonable, and hereby approved. It is hereby ordered
3 that the Settlement Administrator issue payment in the amount of \$13,337.55 to Class Counsel
4 for reimbursement of litigations costs and expenses, in accordance with the terms and
5 methodology set forth in the Settlement Agreement.

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

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

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

25 16. It is hereby ordered that the Settlement Administrator shall distribute Individual
26 Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved
27 Employees, the Enhancement Awards to Plaintiffs, the LWDA Payment to the LWDA, the
28 Class Counsel's Attorneys' Fees and Costs to Class Counsel, and the Settlement Administration

Costs to the Settlement Administrator within seven (7) calendar days following the funding of the Gross Settlement Amount, according to the methodology and terms set forth in the Settlement Agreement.

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

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

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

20. Pursuant to California Code of Civil Procedure section 384, no later than five (5) calendar days before the Final Compliance Hearing, the parties shall submit a report to the Court specifying, among other things, the total amount paid to Participating Class Members, and the leftover residual of settlement funds that will be paid to the Unclaimed Property Division maintained by the State Controller's Office.

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IT IS SO ORDERED.

DATE: _____

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