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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SACRAMENTO**

10 QUENTIN COSTEIU; individually, and on
11 behalf of other members of the general public
12 similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

13 Plaintiff,

14 vs.

15 INTERTEK TESTING SERVICES, an
16 unknown business entity; INTERTEK USA
INC., an unknown business entity; and DOES
17 1 through 100, inclusive,

18 Defendants.

Case No.: 34-2016-00189662

Honorable Christopher E. Krueger
Department 54

CLASS ACTION

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

Date: July 15, 2019
Time: 9:00 a.m.
Department: 54

Complaint Filed: January 26, 2016
Trial Date: None Set

1 This matter has come before the Honorable Christopher E. Krueger in Department 54 of
2 the above-entitled Court, located at Hall of Justice, 813 6th Street, Sacramento, California 95814,
3 on Plaintiff Quentin Costeu's ("Plaintiff") Motion for Final Approval of Class Action Settlement,
4 Attorneys' Fees, Costs, and Service Award ("Motion for Final Approval"). Lawyers for Justice,
5 PC appeared on behalf of Plaintiff and Seyfarth Shaw LLP appeared on behalf of Defendants
6 Intertek USA, Inc. and Intertek Testing Services N.A., Inc. (collectively, "Defendants").

7 On March 27, 2019, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
9 of the above-entitled action ("Action") in accordance with the Class Action and PAGA Settlement
10 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), which, together with the
11 exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

12 Having reviewed the Settlement Agreement and duly considered the parties' papers and
13 oral argument, and good cause appearing,

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

15 1. All terms used herein shall have the same meaning as defined in the Settlement
16 Agreement and the Preliminary Approval Order.

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

19 3. The Court finds that the applicable requirements of California Code of Civil
20 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
21 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
22 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
23 hereby defined to include:

24 All current and former hourly-paid or non-exempt employees who
25 worked for Defendants within the State of California at any time from
January 26, 2012 to March 27, 2019 ("Class" or "Class Members").

26 4. The Notice of Settlement of Class Action and Settlement Hearing ("Class Notice")
27 that was provided to the Class Members, fully and accurately informed the Class Members of all
28 material elements of the Settlement and of their opportunity to participate in, object to or comment

1 thereon, or to seek exclusion from, the Settlement; was the best notice practicable under the
2 circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with
3 the laws of the State of California, the United States Constitution, due process and other applicable
4 law. The Class Notice fairly and adequately described the Settlement and provided the Class
5 Members with adequate instructions and a variety of means to obtain additional information.

6 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
7 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
8 specifically, the Court finds that the Settlement was reached following meaningful discovery and
9 investigation conducted by Lawyers *for* Justice, PC ("Class Counsel"); that the Settlement is the
10 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
11 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
12 Court has considered all of the evidence presented, including evidence regarding the strength of
13 Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely duration of
14 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
15 completed; and the experience and views of Class Counsel. The Court has further considered the
16 absence of objections to the Settlement and that there were only three (3) requests for exclusion
17 from the Settlement ("Requests for Exclusion") submitted by Class Members. Accordingly, the
18 Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement
19 and the following terms and conditions.

20 6. A full opportunity has been afforded to the Class Members to participate in the
21 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
22 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
23 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a
24 timely and valid Request for Exclusion to the Settlement Administrator ("Settlement Class
25 Members") are bound by this Final Approval Order and Judgment.

26 7. The Court finds that Class Members, David R. Rusk, Shadia Hanna, and Tony
27 Macias, have timely and validly opted out of the Settlement and will not be bound by this Final
28 Approval Order and Judgment, and the portion of the Net Settlement Amount attributed to each of

1 the Class Members who opted out of the Settlement shall be retained by Defendants.

2 8. The Court finds that payment of Settlement Administration Costs in the amount of
3 \$14,313 is appropriate for the services performed and costs incurred and to be incurred for the
4 notice and settlement administration process. It is hereby ordered that the Settlement
5 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$14,313, in
6 accordance with the Settlement Agreement.

7 9. The Court finds that the Service Award sought is fair and reasonable for the work
8 performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
9 Administrator issue payment in the amount of \$8,000 to Plaintiff Quentin Costeu for his Service
10 Award, according to the terms set forth in the Settlement Agreement.

11 10. The Court finds that the allocation of \$11,000 toward penalties under the California
12 Private Attorneys General Act of 2004 ("PAGA Settlement Amount"), is fair, reasonable, and
13 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
14 Settlement Amount as follows: the amount of \$8,250 to the California Labor and Workforce
15 Development Agency, and the amount of \$2,750 to be included in the Net Settlement Amount for
16 distribution to Settlement Class Members, according to the terms set forth in the Settlement
17 Agreement.

18 11. The Court finds that the request for attorneys' fees in the amount of \$385,000 to
19 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
20 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
21 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
22 amount of \$385,000 to Lawyers *for* Justice, PC for attorneys' fees, in accordance with the
23 Settlement Agreement.

24 12. The Court finds that reimbursement of litigation costs and expenses in the amount
25 of \$24,559.38 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
26 Settlement Administrator issue payment in the amount of \$24,559.38 to Lawyers *for* Justice, PC
27 for reimbursement of litigation costs and expenses, in accordance with the Settlement Agreement.

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1 13. The Court hereby enters Judgment by which Settlement Class Members shall be
2 conclusively determined to have given a release of any and all Released Claims against the
3 Released Parties arising during the period from January 26, 2012 to March 27, 2019, as set forth
4 in the Settlement Agreement and Class Notice.

5 14. It is hereby ordered that Defendants shall transmit the settlement funds to the
6 Settlement Administrator within twenty (20) calendar days of the Final Effective Date, in
7 accordance with the Settlement Agreement.

8 15. It is hereby ordered that the Settlement Administrator shall distribute Class Member
9 Payments to Settlement Class Members within thirty (30) calendar days after the Final Effective
10 Date, according to the methodology and terms set forth in the Settlement Agreement.

11 16. It is ordered that any and all Class Member Payment Checks issued to Settlement
12 Class Members that are not cashed within one hundred eighty (180) calendar days after issuance
13 will be cancelled, and funds associated with such cancelled Class Member Payment Checks shall
14 be transmitted to Legal Aid at Work.

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

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

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25 Dated: _____

26 HONORABLE CHRISTOPHER E. KRUEGER
27 JUDGE OF THE SUPERIOR COURT
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