

Edwin Aiwarzian (SBN 232943)
Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs and the Class

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

WILLIAM CAMPOS; individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act; JUANITA
HERNANDEZ; individually, and on behalf of
other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

MOTIVE ENERGY, INC., a California
corporation; MOTIVE ENERGY
TELECOMMUNICATIONS GROUP, INC., a
California corporation; ADVANCED
CHARGING TECHNOLOGIES, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 30-2016-00828352-CU-OE-CXC

Honorable William D. Claster
Department CX104

CLASS ACTION

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

Date: March 15, 2019
Time: 9:00 a.m.
Department: CX104

Complaint Filed: January 5, 2016
FAC Filed: September 22, 2016
SAC Filed: December 2, 2016
Trial Date: None Set

1 This matter has come before the Honorable William D. Claster in Department CX104 of
2 the above-entitled Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701,
3 on Plaintiffs William Campos and Juanita Hernandez's ("Plaintiffs") Motion for Final Approval
4 of Class Action Settlement, Attorneys' Fees, Costs, and Service Payments ("Motion for Final
5 Approval"). Lawyers for Justice, PC appeared on behalf of Plaintiffs and Michelman & Robinson,
6 LLP appeared on behalf of Defendants Motive Energy, Inc., Motive Energy Telecommunications
7 Group, Inc., and Advanced Charging Technologies, Inc. (collectively, "Defendants").

8 On November 16, 2018, the Court entered the Order Granting Preliminary Approval of
9 Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
10 settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class
11 Action and PAGA Settlement and Release, Amendment No. 1 to Joint Stipulation of Class Action
12 and PAGA Settlement and Release, and Amendment No. 2 to Joint Stipulation of Class Action
13 and PAGA Settlement and Release (together, "Settlement," "Agreement," or "Settlement
14 Agreement"), which, together with the exhibits annexed thereto, set forth the terms and conditions
15 for settlement of the Action.

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

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

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

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

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

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1 All current and former hourly-paid or non-exempt employees who
2 worked for any of the Defendants within the State of California at any
3 time during the period from January 5, 2012 to March 16, 2018 ("Class"
4 or "Class Members").

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

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

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1 6. A full opportunity has been afforded to the Class Members to participate in the
2 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
3 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
4 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a
5 timely and valid Opt Out Forms to the Settlement Administrator ("Settlement Class Members")
6 are bound by this Final Approval Order and Judgment.

7 7. The Court finds that any Class Members who have timely and validly opted out of
8 the Settlement will not be bound by this Final Approval Order and Judgment.

9 8. The Court finds that payment of Settlement Administration Costs in the amount of
10 \$9,147 is appropriate for the services performed and costs incurred and to be incurred for the notice
11 and settlement administration process. It is hereby ordered that the Settlement Administrator,
12 Simpluris, Inc., shall issue payment to itself in the amount of \$9,147, in accordance with the
13 Settlement Agreement.

14 9. The Court finds that the Service Payments sought are fair and reasonable for the
15 work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement
16 Administrator issue payments in the amount of \$8,000 to Plaintiff William Campos and \$7,000 to
17 Plaintiff Juanita Hernandez for Service Payments, according to the terms set forth in the Settlement
18 Agreement.

19 10. The Court finds that the allocation of \$30,000 toward penalties under the California
20 Private Attorneys General Act of 2004 ("PAGA Penalties"), is fair, reasonable, and appropriate,
21 and hereby approved. The Settlement Administrator shall distribute the PAGA Penalties as
22 follows: the amount of \$22,500 to the California Labor and Workforce Development Agency, and
23 the amount of \$7,500 to be included in the Net Settlement Amount for distribution to Settlement
24 Class Members, according to the terms set forth in the Settlement Agreement.

25 11. The Court finds that the request for attorneys' fees in the amount of \$262,500 to
26 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
27 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
28 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the

1 amount of \$262,500 to Lawyers *for* Justice, PC for attorneys' fees, in accordance with the
2 Settlement Agreement.

3 12. The Court finds that reimbursement of litigation costs and expenses in the amount
4 of \$33,759.87 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
5 Settlement Administrator issue payment in the amount of \$33,759.87 to Lawyers *for* Justice, PC
6 for reimbursement of litigation costs and expenses, in accordance with the Settlement Agreement.

7 13. The Court hereby enters Judgment by which Settlement Class Members shall be
8 conclusively determined to have given a release of, discharge, and covenant not to sue Released
9 Parties from and with respect to any and all Released Claims, as set forth in the Settlement
10 Agreement and Notice Packet.

11 14. As used in paragraph 16, the quoted terms have the meanings set forth below:

12 (a) "Released Parties" means:

13 Defendants Motive Energy, Inc., Motive Energy Telecommunications
14 Group, Inc., and Advanced Charging Technologies, Inc., and each of their
15 past, present, and future parent companies, subsidiaries, shareholders,
16 lenders, officers, partners, directors, employees, insurers, predecessors,
17 accountants, attorneys, plan administrators, heirs, trustees, successors, and
18 assigns, and each and all of their respective past, present, and future
shareholders, lenders, officers, partners, directors, employees, insurers,
predecessors, accountants, attorneys, plan administrators, heirs, trustees,
successors, and assigns, and all persons acting under, by, through or in
concert with any of them.

19 (b) "Released Claims" as to the Settlement Class Members means all of the claims
20 described in Paragraph F of Amendment No. 1, as follows:

21 Any and all individual, class, or representative claims, actions, disputes,
22 debts, liabilities, demands, obligations, guarantees, costs, expenses,
23 attorneys' fees, penalties, damages (including and not limited to, liquidated
24 damages, exemplary damages, and punitive damages), restitution, equitable
25 relief, injunctive relief, or causes of action, penalties, of any nature
26 whatsoever, whether known or unknown, that were pled or could have been
27 pled based on the factual allegations in the Operative Complaint and arising
28 during the Class Period, which the Settlement Class Members have had or
hereafter may claim to have, against the Released Parties, or any of them,
including, without limitation: (a) claims for violation of the California
Labor Code and applicable Wage Order(s) promulgated by the California
Industrial Welfare Commission, for failure to pay minimum wages, the
failure to pay overtime wages or other premium pay, the failure to provide
compliant meal periods, the failure to provide compliant rest periods, failure

1 to provide compliant wage statements, failure to reimburse for necessary
2 business expenditures; (b) claims for unfair, unlawful, and fraudulent
3 business practices under the California Business and Professions Code
4 sections 17200, *et seq.* and/or any other unfair competition law; (c) related
5 or derivative claims for penalties, including, but not limited to, wage
6 statement penalties and/or any other penalties set forth in California Labor
Code or Wage Orders; (d) all violations of the Private Attorneys General
Act of 2004 (including, but not limited to, all claims arising under California
Labor Code sections 2698, 2699, and 2699.3); and (e) any additional claims
for penalties, damages or wages predicated on the same.

7 15. It is hereby ordered that Defendants shall transmit the Maximum Settlement
8 Amount to the Settlement Administrator within ten (10) calendar days of the Effective Date, in
9 accordance with the Settlement Agreement.

10 16. It is hereby ordered that the Settlement Administrator shall distribute Individual
11 Settlement Payments to each Settlement Class Member within ten (10) calendar days of receiving
12 the Maximum Settlement Amount from Defendants, according to the methodology and terms set
13 forth in the Settlement Agreement.

14 17. It is ordered that funds associated with any and all Individual Settlement Payment
15 checks issued to Settlement Class Member that are not cashed or deposited within one hundred
16 eighty (180) calendar days shall be transmitted the California Department of Industrial Relations'
17 Unclaimed Wage Fund in the names of the Settlement Class Members whose Individual Settlement
18 Payment checks are cancelled.

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

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19. Notice of entry of this Final Approval Order and Judgment shall be given to the Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment. No individualized notice shall be required.

Dated: _____

HONORABLE WILLIAM D. CLASTER
JUDGE OF THE SUPERIOR COURT