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Attorneys for Plaintiffs and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FORTHECOUNTYOFRANGE**

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

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

Date: May 10, 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, which, together with the exhibits annexed thereto and
14 Amendment No. 3 to Joint Stipulation of Class Action and PAGA Settlement and Release
15 (together, "Settlement," "Agreement," or "Settlement Agreement"), set forth the terms and
16 conditions for settlement of the Action.

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

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

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

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 nine (9) 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 Class Members, Ezequiel Ortiz, Don Thistlewhite, Anthony
8 Gomez, Alexa Rubio, Christine Martinez, Gabriel Martinez, Kelly Brown, Tara Stallings, and Ian
9 Stallings, have timely and validly opted out of the Settlement and will not be bound by this Final
10 Approval Order and Judgment.

11 8. The Court finds that payment of Settlement Administration Costs in the amount of
12 \$11,647 is appropriate for the services performed and costs incurred and to be incurred for the
13 notice and settlement administration process. It is hereby ordered that the Settlement
14 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$11,647, in
15 accordance with the Settlement Agreement.

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

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

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1 11. The Court finds that the request for attorneys' fees in the amount of \$262,500 to
2 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
3 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
4 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
5 amount of \$262,500 to Lawyers *for* Justice, PC for attorneys' fees, in accordance with the
6 Settlement Agreement.

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

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

15 14. As used in paragraph 13, the quoted terms have the meanings set forth below:

16 (a) "Released Parties" means:

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

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

Any and all individual, class, or representative claims, actions, disputes,
debts, liabilities, demands, obligations, guarantees, costs, expenses,
attorneys' fees, penalties, damages (including and not limited to, liquidated
damages, exemplary damages, and punitive damages), restitution, equitable
relief, injunctive relief, or causes of action, penalties, of any nature
whatsoever, whether known or unknown, that were pled or could have been
pled based on the factual allegations in the Operative Complaint and arising

1 during the Class Period, which the Settlement Class Members have had or
2 hereafter may claim to have, against the Released Parties, or any of them,
3 including, without limitation: (a) claims for violation of the California
4 Labor Code and applicable Wage Order(s) promulgated by the California
5 Industrial Welfare Commission, for failure to pay minimum wages, the
6 failure to pay overtime wages or other premium pay, the failure to provide
7 compliant meal periods, the failure to provide compliant rest periods, failure
8 to provide compliant wage statements, failure to reimburse for necessary
9 business expenditures; (b) claims for unfair, unlawful, and fraudulent
10 business practices under the California Business and Professions Code
sections 17200, *et seq.* and/or any other unfair competition law; (c) related
or derivative claims for penalties, including, but not limited to, wage
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.

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

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

18 17. It is ordered that funds associated with any and all Individual Settlement Payment
19 checks issued to Settlement Class Member that are not cashed or deposited within one hundred
20 eighty (180) calendar days shall be remitted to the Unclaimed Property Fund maintained by the
21 State Controller's Office in the names of the Settlement Class Members whose Individual
22 Settlement Payment checks are cancelled.

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

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

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6 Dated: _____

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8 HONORABLE WILLIAM D. CLASTER
9 JUDGE OF THE SUPERIOR COURT
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