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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF SAN DIEGO

11 JESSICA PENETRANTE, individually, and on  
behalf of other members of the general public  
12 similarly situated, and as an aggrieved employee  
pursuant to the Private Attorneys General Act  
13 ("PAGA"),

14 Plaintiff,

15 vs.

16 PRESIDIO COMPONENTS, INC., a California  
corporation; and DOES 1 through 10, inclusive,

17 Defendants.  
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**FILED**  
Clerk of the Superior Court

MAR 08 2024

By: V. Secaur

**ELECTRONICALLY RECEIVED**

Superior Court of California,  
County of San Diego

02/02/2024 at 09:08:01 AM

Clerk of the Superior Court  
By: Nora Lopez, Deputy Clerk

Case No. 37-2023-00007892-CU-OE-CTL

Assigned to the Hon. Marcella O. McLaughlin

**~~PROPOSED~~ ORDER AND JUDGMENT  
GRANTING MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: March 1, 2024

Time: 1:30 p.m.

Place: Department C-72

Complaint Filed: February 23, 2023

Trial Date: None Set

1           This matter came before the Court for a hearing on the Motion for Final Approval of the Class  
2   Action Settlement (the "Motion"). Due and adequate notice having been given to Class Members as  
3   required by the Court's Preliminary Approval Order, and the Court having reviewed the Motion, and  
4   determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and  
5   **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

6           1.       For the reasons set forth in the Preliminary Approval Order, which are adopted and  
7   incorporated herein by reference, this Court finds that the requirements of California Code of Civil  
8   Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

9           2.       This Order hereby adopts and incorporates by reference the terms and conditions of the  
10   Joint Stipulation of Class Action Settlement and Release ("Settlement Agreement" or "Settlement"),  
11   together with the definitions and terms used and contained therein.

12          3.       The Court finds that it has jurisdiction over the subject matter of the action and over all  
13   parties to the action, including all members of the Settlement Class.

14          4.       The Class Notice fully and accurately informed Class Members of all material elements  
15   of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable  
16   under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully  
17   with the laws of the State of California and due process. The Class Notice fairly and adequately  
18   described the settlement and provided Class Members with adequate instructions and a variety of means  
19   to obtain additional information. Class Members were given a full opportunity to participate in the Final  
20   Approval hearing, and all Class Members and other persons wishing to be heard have been heard.  
21   Accordingly, the Court determines that all Class Members who did not timely and properly opt out of the  
22   settlement are bound by this Order.

23          5.       The Court has considered all relevant factors for determining the fairness of the  
24   settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,  
25   the Court finds that the settlement was reached following meaningful discovery and investigation  
26   conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and  
27   arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,  
28   adequate, and reasonable.

1       • 6.       In so finding, the Court has considered all evidence presented, including evidence  
2 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the  
3 likely duration of further litigation; the amount offered in settlement; the extent of investigation and  
4 discovery completed; and the experience and views of counsel. The Parties have provided the Court with  
5 sufficient information about the nature and magnitude of the claims being settled, as well as the  
6 impediments to recovery, to make an independent assessment of the reasonableness of the terms to  
7 which the Parties have agreed.

8       7.       Accordingly, the Court hereby approves the settlement as set forth in the Settlement  
9 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the  
10 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,  
11 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will  
12 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were  
13 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the  
14 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement  
15 provides Class Members with fair and adequate relief.

16       8.       The Settlement Agreement is not an admission by Defendant or by any other Released  
17 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or  
18 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to  
19 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used  
20 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability  
21 whatsoever by or against Defendant or any of the other Released Parties.

22       9.       Final approval shall be with respect to: All current and former non-exempt employees of  
23 Defendant who were employed in the State of California at any time during the period from July 1, 2020  
24 through May 30, 2023.

25       10.      Plaintiff Jessica Penetrante is an adequate and suitable representative and is hereby  
26 appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment  
27 and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the  
28 Settlement Class, and that her interests are aligned with those of the Settlement Class.

1           11.     The Court hereby awards Plaintiff a Class Representative Enhancement Payment of  
2     \$10,000 for her service on behalf of the Settlement Class, and for agreeing to a general release of all  
3     claims arising out of her employment with Defendant.

4           12.     The Court finds that the attorneys at Capstone Law APC have the requisite  
5     qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The  
6     Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position  
7     of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

8           13.     The settlement of civil penalties under PAGA in the amount of \$25,000 is hereby  
9     approved. Seventy-Five Percent (75%), or \$18,750, shall be paid to the California Labor and Workforce  
10    Development Agency. The remaining Twenty-Five Percent (25%), or \$6,250, will be paid to PAGA  
11    Members.

12          14.     The Court hereby awards \$250,000 in attorneys' fees and \$15,000 in costs and expenses  
13    to Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable for a  
14    contingency fee in a class action such as this; i.e., one-third of the common fund created by the  
15    settlement. Counsel have also established the reasonableness of the requested award of attorneys' fees  
16    via their lodestar crosscheck, and the Court finds that the rates, hours billed, and risk multiplier are fair  
17    and reasonable.

18          15.     The Court approves settlement administration costs and expenses in the amount of  
19    \$7,250 to Phoenix Class Action Administrative Solutions.

20          16.     All Class Members were given a full and fair opportunity to participate in the Approval  
21    Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the  
22    Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed  
23    settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order  
24    and Judgment shall be forever binding on all Participating Class Members. These Participating Class  
25    Members have released and forever discharged the Released Parties for any and all Released Class  
26    Claims during the Class Period:

27                 All statutory, constitutional, contractual or common law claims for wages,  
28                 damages, unpaid costs, penalties, liquidated damages, punitive damages, interest,  
                  attorneys' fees, litigation costs, restitution, or equitable relief, for the following

categories of allegations: (a) all claims for failure to pay wages for hours worked, including minimum wage, regular wages, overtime pay and double time pay, claims of failure to properly calculate the overtime rate of pay to include bonus or incentive compensation, and claims for failure to pay wages at least twice per month, and related violations of the California Labor Code or industrial wage orders that could reasonably have been alleged based on the facts alleged in the operative Complaint during the Class Period; (b) all claims for failure to pay the minimum wage in accordance with applicable law; (c) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including payments for missed meal and/or rest periods and alleged non-payment of wages or premium pay for meal periods and rest periods worked and not taken; (d) all claims for the underpayment or nonpayment of wages from employees as a result of Presidio's payroll and timekeeping policies and procedures; (e) claims of failure to properly document meal periods, provide second meal periods or third rest periods; (f) claims of unlawful rounding of employee time and failure to pay for work off the clock; (g) any and all claims for recordkeeping or pay stub violations under Lab. Code § 226, (h) waiting time penalties and all other statutory penalties alleged in the complaint, including claims for statutory penalties under Labor Code §210 and claims for liquidated damages under Labor Code §1194.2; and (i) all claims for damages recoverable under the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 *et seq.*, California Code of Civil Procedure § 1021.5, and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders based on the preceding categories of allegations.

17. Additionally, all PAGA Members and the LWDA have released and forever discharged the Released Parties for any and all Released PAGA Claims during the PAGA Period: All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the Released Class Claims.

18. Judgment in this matter is entered in accordance with the above findings. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code § 664.4, including all Participating Settlement Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered herein. ~~The Court sets a Final Accounting Hearing for November 22, 2024 at 1:30 p.m.~~ Plaintiff shall file a declaration from the Settlement Administrator regarding the completion of settlement administration activities by no later than October 30, 2024, as well as an amended judgment regarding the distribution of unclaimed residuals to Access Youth Academy.

**IT IS SO ORDERED, ADJUDGED, AND DECREED.**

Dated: March 8, 2024

  
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Hon. Marcella O. McLaughlin  
San Diego County Superior Court Judge