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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JAVIER MARTINEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SCHLAGE LOCK COMPANY, LLC, a
Delaware limited liability company, and
DOES 1 through 100, inclusive,
Defendants.

Case No.: CIVSB2218620

*[Assigned for all purposes to Hon. Joseph T.
Ortiz, Department S-17]*

[PROPOSED] FINAL JUDGMENT

Date: January 11, 2024
Time: 1:30 p.m.
Dept.: S-17

Action Filed: August 25, 2022
Trial Date: None

1 This matter came on regularly for hearing before this Court on January 11, 2024, pursuant
2 to California Rule of Court 3.769 and this Court's September 6, 2023 Order Granting Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the
4 parties' Stipulation of Class Action and PAGA Settlement (herein "Settlement")¹ and the
5 documents and evidence presented in support thereof, and the submissions of counsel, the Court
6 hereby ORDERS and enters JUDGMENT as follows:

7 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

10 All current and former non-exempt employees of Defendant Schlage Lock
11 Company, LLC who worked at any time in California during the Class
Period.

12 2. The Class Period is January 8, 2019 through June 17, 2023.

13 3. Plaintiff Javier Martinez is hereby confirmed as Class Representative, and Scott
14 M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of
15 Haines Law Group, APC are hereby confirmed as Class Counsel.

16 4. Notice was provided to the Settlement Class as set forth in the Settlement. The
17 form and manner of notice were approved by the Court on September 6, 2023, and the notice
18 process has been completed in conformity with the Court's Order. The Court finds that said
19 notice was the best notice practicable under the circumstances. The Notice Packet (which
20 consists of the Notice of Pendency of Class Action and Proposed Settlement and Notice of
21 Individual Settlement Award) provided due and adequate notice of the proceedings and matters
22 set forth therein, informed Settlement Class members of their rights, and fully satisfied the
23 requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769,
24 and due process.

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27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
assigned to them in the Settlement.

1 5. The Court finds that no Settlement Class member objected to the Settlement, no
2 class members have opted out of the Settlement, and that the 100% participation rate in the
3 Settlement supports final approval.

4 6. The Court hereby approves the settlement as set forth in the Settlement
5 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
6 Agreement according to its terms.

7 7. For purposes of settlement only, the Court finds that (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members individually is
9 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there
10 is a well-defined community of interest among members of the Settlement Class with respect to
11 the subject matter of the litigation; (c) the claims of the Class Representative are typical of the
12 claims of the members of the Settlement Class; (d) the Class Representative has fairly and
13 adequately protected the interests of the Settlement Class members; (e) a class action is superior
14 to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel
15 are qualified to serve as counsel for the Class Representative and the Settlement Class.

16 8. The Court orders that Defendant deposit the Gross Settlement Amount of
17 \$300,000.00 with Phoenix Settlement Administrator, the Settlement Administrator, as provided
18 for in the Settlement. Specifically, the Gross Settlement Amount shall be deposited by
19 Defendant into a qualified settlement fund set up by the Settlement Administrator for the benefit
20 of participating Settlement Class members and PAGA Employees. Defendant agrees to deposit
21 the Gross Settlement Amount and the required employer-side taxes with the Settlement
22 Administrator within thirty (30) calendar days after the “Effective Date” which is defined as the
23 latter of: (a) the Court's final approval of the settlement if no objections by or on behalf of
24 Settlement Class members have been filed; (b) the time for appeal has expired if an objection
25 has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal
26 that has been filed.

1 9. The Court finds that the settlement payments, as provided for in the Settlement,
2 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
3 individual payments in conformity with the terms of the Settlement.

4 10. The Court finds that an incentive payment in the amount of \$5,000.00 for Plaintiff
5 Javier Martinez is appropriate for his risks undertaken and service to the Settlement Class. The
6 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
7 Administrator make this payment in conformity with the terms of the Settlement.

8 11. The Court finds that attorneys' fees in the amount of \$100,000.00 and litigation
9 costs of \$13,578.08 for Class Counsel, are fair, reasonable, and adequate, and orders that the
10 Settlement Administrator distribute these payments to Class Counsel in conformity with the
11 terms of the Settlement.

12 12. The Court orders that the Settlement Administrator shall be paid \$7,995.00 from
13 the Gross Settlement Amount for all of its work done and to be done until the completion of this
14 matter, and finds that sum appropriate.

15 13. The Court finds that the payment to the California Labor & Workforce
16 Development Agency ("LWDA") in the amount of \$7,500.00 for its share of the settlement of
17 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
18 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
19 this payment to the LWDA in conformity with the terms of the Settlement.

20 14. For purposes of calculating applicable taxes and withholdings, each Settlement
21 Award shall be allocated as follows: twenty percent (20%) as wages; and eighty percent (80%)
22 as penalties and interest.

23 15. The Court finds and determines that upon satisfaction of all obligations under the
24 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will
25 have released the Released Claims as set forth in the Settlement, and will be permanently barred
26 from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

1 16. Upon the Effective Date of the Release, by virtue of this Judgment, Plaintiff and
2 every member of the Settlement Class (except those who timely and properly submit a Request
3 for Exclusion as set forth below) will fully and forever completely release and discharge
4 Defendant, its past and present officers, directors, shareholders, members, owners, managers,
5 employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its
6 respective successors and predecessors in interest, subsidiaries, affiliates, parents (including but
7 not limited to Allegion, PLC), and attorneys, (collectively the “Released Parties”), from all
8 claims, demands, rights, liabilities and causes of action that were pled or could have been pled
9 based upon the facts as alleged in the anticipated First Amended Complaint in the Action (to be
10 filed pursuant to Paragraph 3 above), that arose during the Class Period with respect to the
11 following claims: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum
12 wages owed; (c) failure to provide meal periods and pay premium wages for non-compliant meal
13 periods; (d) failure to authorize and permit rest periods and pay premium wages for non-
14 compliant rest periods; (e) failure to timely pay all wages due upon separation of employment;
15 (f) failure to issue accurate, itemized wage statements; and (g) all claims for unfair business
16 practices that reasonably could have been premised on the facts, claims, causes of action or legal
17 theories described above (collectively, the “Released Class Claims”). The Class Members do
18 not release any claims other than those set forth above, including without limitation claims for
19 vested benefits, wrongful termination, violations of the Fair Employment and Housing Act,
20 unemployment insurance, disability, social security, workers’ compensation, or claims based on
21 facts occurring outside the Class Period (collectively, the “Released Claims”).

22 17. The time period for the release of the Released Claims against the Released
23 Parties shall be the same time period as the Class Period.

24 18. Upon the Effective Date of the Release, PAGA Employees, including Plaintiff
25 (and also including those who opt-out from the Class portion of the Settlement), will release and
26 forever discharge the Released Parties from all claims, demands, rights, liabilities and causes of
27 action for civil penalties under the PAGA which were pled in the letter to the LWDA dated April
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25, 2023 and the anticipated First Amended Complaint in the Action (to be filed pursuant to Paragraph 3 above), or which could have been pled based upon the facts alleged in the operative First Amended Complaint in the Action (to be filed pursuant to Paragraph 3 above) that arose during the PAGA Period predicated on the following alleged violations: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to provide meal periods and pay premium wages for non-compliant meal periods; (d) failure to authorize and permit rest periods and pay premium wages for non-compliant rest periods; (e) failure to timely pay all wages due upon separation of employment; and (f) failure to issue accurate, itemized wage statements (collectively, “PAGA Released Claims”).

19. The PAGA Period and the time period of the PAGA Released Claims is defined as the time period of August 25, 2021 through June 17, 2023.

20. In light of the Class Representative Service Award, Plaintiff agrees to release, in addition to the Released Class Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims, which includes waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

21. The releases identified herein will only be effective upon the date that Defendant fully funds the Gross Settlement Amount.

22. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h), which provides, “If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the

1 judgment. The court may not enter an order dismissing the action at the same time as, or after,
2 entry of judgment.”

3 23. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
4 Order, and this Judgment.

5 **JUDGMENT IS SO ENTERED.**

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7 Dated: _____, 2024

8 Honorable Joseph Ortiz
9 Judge of the Superior Court
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