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HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Tuvia Korobkin (SBN 268066)
tkorobkin@haineslawgroup.com
Alexandra R. McIntosh (SBN 320904)
amcintosh@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JAN 25 2022

BY 
JESSICA MORALES, DEPUTY

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

ULISSES LOPEZ, as an individual and on behalf
of all other aggrieved employees,

Plaintiff,

vs.

GOOD-WEST RUBBER CORP., a corporation;
GOODWEST RUBBER LININGS
INCORPORATED, a California corporation;
DOES 1 through 100,

Defendants.

Case No. CIVDS2011219

*[Assigned for all purposes to the Hon. David
Cohn, Dept. S-26]*

**[PROPOSED] JUDGMENT AND
ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: January 4, 2022
Time: 10:00 a.m.
Dept.: S-26

Action filed: June 23, 2020
Trial date: None set

1 On January ^{2, 5}~~4~~ 2022, ^{R.A.} a hearing was held on the motion of Plaintiff Ulisses Lopez
2 (“Plaintiff”) for final approval of the class action settlement (the “Settlement”) entered into
3 between Plaintiff and Defendant Good-West Rubber Corp., (“Good-West”) (together with
4 Plaintiff, the “Parties”).

5 Plaintiff has submitted the Settlement, which this Court preliminarily approved by its
6 August 9, 2021 order (“Preliminary Approval Order”). In accordance with the Preliminary
7 Approval Order, Settlement Class members have been given notice of the terms of the Settlement
8 and the opportunity to comment on or object to it or to exclude themselves from its provisions.

9 Having received and considered the Settlement, the supporting papers filed by the parties,
10 and the evidence and argument received by the Court at the hearing before it entered the
11 Preliminary Approval Order and the final approval hearing on January 4, 2022, ^{and continued to Jan 25, 2022 R.A.} the Court
12 HEREBY GRANTS final approval of the Settlement, and HEREBY ORDERS, MAKES
13 DETERMINATIONS, and ENTERS JUDGMENT as follows:

14 1. The Court hereby confirms its conditional certification of the following Settlement
15 Class members for the purpose of entering a settlement in this matter:

16 All current and former non-exempt employees hired directly by
17 Good-West (i.e., not through a staffing company) and who worked
18 for Good-West in California at any time from April 1, 2016 through
June 11, 2021 (the “Class Period”).

19 2. The Court confirms its appointment of Plaintiff as representative of the Settlement
20 Class, and confirms its appointment of Paul K. Haines, Tuvia Korobkin, and Alexandra R.
21 McIntosh of Haines Law Group, APC as Class Counsel.

22 3. Pursuant to the Preliminary Approval Order, a Notice of Pendency of Class Action
23 and Proposed Settlement, and Notice of Estimated Individual Settlement (together, the “Notice
24 Packet”) were sent to each Settlement Class member by first-class mail. These papers informed
25 Settlement Class members of the terms of the Settlement, their right to receive an individual
26 Settlement Award, and their right to comment on or object to the Settlement or to opt out of the
27 Settlement. Adequate periods of time were provided by each of these procedures. No Settlement
28 Class members objected to the Settlement as part of this notice process, and no Settlement Class

1 member elected to opt out of the Settlement, and the Court finds that the 100% participation rate
2 supports the reasonableness of the Settlement.

3 4. The Court finds and determines that this notice procedure afforded adequate
4 protections to Settlement Class members and provides the basis for the Court to make an informed
5 decision regarding approval of the Settlement based on the responses of Settlement Class
6 members. The Court finds and determines that the notice provided in this case was the best notice
7 practicable, which satisfied the requirements of law and due process.

8 5. For the reasons stated in the Preliminary Approval Order, the Court finds and
9 determines that the proposed Settlement Class, as defined above, meets all of the legal
10 requirements for class certification, and it is hereby ordered that the Settlement Class is finally
11 approved and certified as a class for purposes of the Settlement.

12 6. The Court further finds and determines that the terms of the Settlement are fair,
13 reasonable, and adequate to the Settlement Class and to each Settlement Class member and that
14 the Settlement Class members will be bound by the Settlement, that the Settlement is ordered
15 finally approved, and that all terms and provisions of the Settlement should be and hereby are
16 ordered to be consummated.

17 7. The Court finds that no objections have been submitted, and as a result "Final
18 Approval" will have occurred (as that term is defined in the Settlement) as of the date of this
19 Judgment and Order. Pursuant to the Settlement, Good-West shall fund the Gross Settlement
20 Amount within 21 calendar days of the date of this Judgment and Order, and shall also fund the
21 employer-side taxes in accordance with the Settlement.

22 8. The Court finds and determines that the individual Settlement Awards to be paid
23 to the Settlement Class members, as provided for by the Settlement, are fair and reasonable. The
24 Court hereby gives final approval to and orders the payment of those amounts to be made to the
25 Settlement Class members in accordance with the Settlement.

26 9. In addition to any recovery that Plaintiff may receive from the Net Settlement
27 Amount or the PAGA Amount, and in recognition of the Plaintiff's efforts on behalf of the
28 Settlement Class, the Court hereby approves the payment of a class representative incentive award

1 to Plaintiff in the amount of \$5,000. This shall be paid from the Gross Settlement Amount in
2 accordance with the Settlement.

3 10. The Court finds and determines that the fees and expenses of Phoenix Settlement
4 Administrators in administrating the settlement, in the amount of \$7,500.00, are fair and
5 reasonable. The Court hereby gives final approval to and orders that the payment of that amount
6 be paid out of the Gross Settlement Amount in accordance with the Settlement.

7 11. Pursuant to the authorities and argument presented to the Court, and in light of the
8 common fund created by the Settlement, the Court approves the payment of attorneys' fees to
9 Class Counsel in the sum of \$266,666.67, plus costs and expenses in the amount of \$26,490.60.
10 These amounts shall be paid from the Gross Settlement Amount in accordance with the
11 Settlement.

12 12. The Court finds that the payment to the California Labor & Workforce
13 Development Agency ("LWDA") in the amount of \$45,000.00 for its share of the settlement of
14 Plaintiff's representative claim under the California Labor Code Private Attorneys General Act
15 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
16 this payment to the LWDA in accordance with the Settlement.

17 13. Without affecting the finality of this order in any way, the Court retains jurisdiction
18 of all matters relating to the interpretation, administration, implementation, effectuation, and
19 enforcement of this judgment and order and the Settlement.

20 14. The Court finds that in consideration for their individual Settlement Awards, after
21 Final Approval and upon the Settlement being fully funded, all Settlement Class members will
22 release and discharge Good-West, and its DBAs and affiliates, including but not limited to
23 Goodyear Rubber, Good-West Linings and Coatings, and Bear Products, and its current and
24 former officers, directors, and agents, and the successors and assigns of all such entities and
25 individuals ("Released Parties") from any and all claims, causes of action, damages, wages,
26 benefits, expenses, penalties, debts, liabilities, demands, obligations, attorneys' fees, costs, and
27 any other form of relief or remedy in law, equity, or whatever kind or nature, that are alleged in
28 the Complaint, or that could have been alleged based on the facts alleged in the Complaint, and

1 that arose from Settlement Class members' employment with Good-West, including claims for:
2 (i) unpaid overtime wages under Cal. Labor Code §§ 204, 510, 558, 1194, 1198; (ii) unpaid
3 minimum wages under Cal. Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1198; (iii) failure to
4 authorize and permit rest periods under Cal. Labor Code §§ 226.7, 516, 558; (iv) failure to provide
5 meal periods under Cal. Labor Code §§ 226.7, 512, 558; (v) failure to issue accurate itemized
6 wage statements under Cal. Labor Code § 226; (vi) failure to timely pay final wages under Cal.
7 Labor Code §§ 201-203; and all claims for unfair competition (Cal. Bus. & Prof. Code § 17200
8 *et seq.*) based on the above violations ("Class Released Claims"). The release of the Class
9 Released Claims shall run for the duration of the Class Period. In addition, all Settlement Class
10 members who worked for Good-West in California at any time from April 3, 2019 through the
11 end of the Class Period ("PAGA Period") will release Good-West from any claims for civil
12 penalties under the PAGA based on the above violations arising during the PAGA Period ("PAGA
13 Released Claims").

14 15. The Court finds that in consideration of Plaintiff's awarded Class Representative
15 Incentive Award, as of Final Approval and upon the Settlement being fully funded, and in addition
16 to the Class Released Claims and PAGA Released Claims described above, Plaintiff shall release
17 all claims, whether known or unknown, under federal law or state law, against the Released
18 Parties, arising from his employment with Good-West, through the date the Settlement was signed
19 by Plaintiff ("Plaintiff's Released Claims"). Specifically excluded from Plaintiff's otherwise
20 Released Claims are any and all claims that cannot be released as a matter of law, including, but
21 not limited to, claim(s) under the Workers' Compensation Laws of the State of California or
22 California Unemployment benefits (EDD). No Workers' Compensation claims/actions are being
23 settled, resolved, or released under this release, and such claims are not included as part of
24 Plaintiff's Released Claims. Plaintiff's Released Claims include unknown claims and Plaintiff is,
25 as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code
26 with respect to Plaintiff's Released Claims, which provides: "A general release does not extend
27 to claims that the creditor or releasing party does not know or suspect to exist in his or her favor
28

1 at the time of executing the release and that, if known by him or her, would have materially
2 affected his or her settlement with the debtor or released party.”

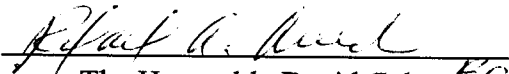
3 16. The Parties are hereby ordered to comply with the terms of the Settlement.

4 17. The Parties shall each bear his, her, its or their own respective attorneys’ fees and
5 costs, except as otherwise provided in the Settlement or in this Judgment and Order.

6 18. The Court hereby enters final judgment in this Action in accordance with the
7 Settlement and this Judgment and Order, subject to the Court’s retention of continuing jurisdiction
8 over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court
9 3.769(h), which provides, “If the court approves the settlement agreement after the final approval
10 hearing, the court must make and enter judgment. The judgment must include a provision for the
11 retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The
12 court may not enter an order dismissing the action at the same time as, or after, entry of judgment.”
13 The Court will retain jurisdiction to enforce the Settlement and this Judgment and Order, and to
14 address any settlement administration matters and such post-Judgment matters as may be
15 appropriate under court rules or applicable law.

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

17
18 Dated: 1-25, 2022


19 The Honorable ~~David Cohn~~ *KA*
20 Judge of the Superior Court