

JUN 22 2020

BY 
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8 Attorneys for Plaintiff and the putative class,
9 MOISES CHAPA, an individual and on behalf of all others similarly-situated

10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF SAN BERNARDINO

12 MOISES CHAPA, an individual and on behalf of
13 all others similarly-situated;

14 Plaintiffs,

15 v.

16 CHAMPION DISCS, INCORPORATED, a
17 California Corporation, and DOES 1 to 50,
18 inclusive,

19 Defendants.

CASE NO.: CIV-DS1909688
[Assigned for all purposes to the Hon.
David Cohn, Dept. S-26]

CLASS ACTION

~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT

Date: June 22, 2020
Time: 9:30 a.m.
Dept: S-26

Complaint filed: April 2, 2019
Trial date: TBD

20
21 The Court, having considered the papers filed in support of final approval of a class
22 settlement between Plaintiff MOISES CHAPA ("Plaintiff") and Defendant CHAMPION DISCS,
23 INCORPORATED ("Defendant") ("Plaintiff" and "Defendant" are collectively referred to as the
24 "Parties"), hereby makes the following findings:

- 25 1. The Court finds that the Parties' "Class Action Settlement Agreement and Release of
26 Claims" (the "Settlement" or "Settlement Agreement") — attached as Exhibit 1 to the
27 Declaration of Donald Potter in Support of Motion for Final Approval of Class Action
28

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

1 Settlement filed concurrently with the Final Approval Motion — is in the best interests of the
2 Class Members and is within the range of reasonableness of a court-approved class settlement.

3 2. The Court finds that the terms of the Settlement Agreement are the result of a good faith,
4 arm's length negotiations between experienced counsel representing the Parties and a well-
5 qualified, third-party private mediator.

6 3. The Court finds that the certification of the class for settlement purposes is appropriate
7 and the settlement class shall consist, and be defined as, the 69 current and former employees of
8 Defendant that were identified by Defendant to the Class Settlement Administrator, Phoenix
9 Settlement Administrators ("PSA"), and that fell within the class definition set forth of Section
10 II.R of the Settlement Agreement which refers to settlement class as the "individuals who, during
11 the Class Period, were employed by Defendant as non-exempt employees at its production
12 facility, located at 11090 Tacoma Drive, Rancho Cucamonga, California but excluding any
13 owners, officers and directors by blood or marriage."

14 4. The Court finds that Donald Potter of the Law Office of Donald Potter has fairly and
15 adequately represented the interests of the Settlement Class Members, and that his fees and costs
16 are fair and reasonable.

17 5. The Court finds that Plaintiff Chapa is an adequate class representative and that he fairly
18 and adequately represented the interests of the Settlement Class Members.

19 6. The Court finds that PSA is qualified to serve as the Class Settlement Administrator and
20 that it has fairly and adequately discharged its duties under the Settlement Agreement.

21 7. The Court finds that the Notice Packet attached to the Declaration of Claims
22 Administrator Elizabeth Kruckenbergs comports with all constitutional and other statutory
23 requirements including due process.

24 **ACCORDINGLY, THE COURT HEREBY MAKES THE FOLLOWING ORDERS:**

25 1. The Motion for Final Approval of Class Settlement Agreement is **GRANTED**.

26 2. This litigation is approved as a settlement class action and the Court orders certification
27 of the settlement class of consisting of the 69 individuals identified by Defendant to the Class
28 Settlement Administrator PSA and that fell within the class definition set forth of Section II.R of

1 the Settlement Agreement which refers to settlement class as which refers to settlement class as
2 the "individuals who, during the Class Period, were employed by Defendant as non-exempt
3 employees at its production facility, located at 11090 Tacoma Drive, Rancho Cucamonga,
4 California but excluding any owners, officers and directors by blood or marriage."

5 3. The common fund of **FIVE HUNDRED, NINETY-FIVE THOUSAND DOLLARS**
6 **AND NO CENTS (\$595,000.00)** is to be paid by Defendant as set forth in the Settlement
7 Agreement and will be used to compensate the claims of Class Members, pay Class Counsel's
8 attorney's fees and costs, the enhancement award, the payment to the California Labor
9 Workforce Agency ("LWDA") and pay the Settlement Administrator's costs.

10 4. The LWDA will receive a payment of **TWENTY-TWO THOUSAND, THREE**
11 **HUNDRED, TWELVE DOLLARS AND FIFTY CENTS (\$22,312.50)** from the common
12 fund payable according to the terms of the Settlement Agreement.

13 5. Plaintiff Chapa is appointed as class representative and will receive an enhancement
14 award of ~~SEVENTEEN THOUSAND, EIGHT HUNDRED AND FIFTY DOLLARS~~
15 ~~(\$17,850.00)~~ ^{\$10,000.00} for his services from the common fund payable according to the terms of the
16 Settlement Agreement.

17 6. PSA is appointed as the Settlement Administrator and it will be paid **FIVE THOUSAND**
18 **DOLLARS (\$5,000.00)** from the common fund for its services, payable according to the terms
19 of the Settlement Agreement.

20 7. Donald Potter of the Law Office of Donald Potter is appointed as Settlement Class
21 Counsel and he is awarded **ONE HUNDRED, NINETY-EIGHT THOUSAND, THREE**
22 **HUNDRED AND THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS**
23 **(\$198,333.33)** and **EIGHT THOUSAND AND SIXTY DOLLARS AND NO CENTS**
24 **(\$8,060.00)** in litigation costs from the common fund payable according to the terms of the
25 Settlement Agreement. The attorneys' fees and costs are reasonable and warranted based on the
26 facts and argument set forth in the moving papers for final approval of class action settlement.

27 8. Pursuant to California Code of Civil Procedure §384(b), any unclaimed funds in the
28 Settlement Administrator's account as a result of the failure timely to cash Settlement Share

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checks within 275 days of issuance shall be distributed via a *cy pres* award to the California Rural Legal Assistance, Inc. ("CRLA"), which the Court finds is an appropriate *cy pres* recipient, and, if this occurs, the Court shall re-open the judgment in order to include the *cy pres* award in the judgment and include the amount of the unclaimed funds plus applicable interest.

9. The San Bernardino Superior Court and the Hon. David Cohn retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 to enforce the terms of the Settlement Agreement.

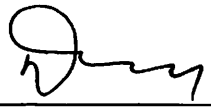
10. Pursuant to California Rules of Court 3.771(b), the parties will provide notice of entry of judgment to the class via the class action administrator administrator's website.

11. A final report of the settlement administrator (including a report of any disbursement to the CRLA via a *cy pres* award) shall be filed by 6/15, 2021.

IT IS SO ORDERED. *6/22/21 Final hearing*

DATE: 6/22, 2020

JUDGE OF THE SUPERIOR COURT



HON. DAVID COHN

JUN 22 2020

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22 settlement between Plaintiff MOISES CHAPA ("Plaintiff") and Defendant CHAMPION DISCS,
23 INCORPORATED ("Defendant") ("Plaintiff" and "Defendant" are collectively referred to as the
24 "Parties"), **IT IS ORDERED, ADJUDGED, AND DECREED** as follows:

- 25 1. The litigation is approved as a settlement class action.
26 2. The Court finds that the Parties' "Class Action Settlement Agreement and Release of
27 Claims" (the "Settlement" or "Settlement Agreement") — attached as Exhibit 1 to the
28 Declaration of Donald Potter in Support of Motion for Final Approval of Class Action Settlement

[PROPOSED] JUDGMENT

1 filed concurrently with the Final Approval Motion— is in the best interests of the Class
2 Members, is within the range of reasonableness of a court-approved class settlement and it is the
3 operative settlement agreement that received final court approval.

4 3. The settlement class shall consist of, and be defined as, the 69 current and former
5 employees of Defendant that were identified by Defendant to the Class Administrator Phoenix
6 Settlement Administrators (“PSA”) and that fell within the class definition set forth of Section
7 II.R of the Settlement Agreement which refers to settlement class as the “individuals who, during
8 the Class Period, were employed by Defendant as non-exempt employees at its production
9 facility, located at 11090 Tacoma Drive, Rancho Cucamonga, California but excluding any
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15 Workforce Agency (“LWDA”) and pay the Settlement Administrator’s costs.

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18 fund payable according to the terms of the Settlement Agreement.

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20 award of ~~SEVENTEEN THOUSAND, EIGHT HUNDRED, FIFTY DOLLARS AND NO~~
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22 the Settlement Agreement.

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24 **DOLLARS AND NO CENTS (\$5,000.00)** from the common fund for its services, payable
25 according to the terms of the Settlement Agreement.

26 8. Donald Potter of the Law Office of Donald Potter is appointed as Class Counsel and he is
27 awarded **ONE HUNDRED, NINETY-EIGHT THOUSAND, THREE HUNDRED AND**
28 **THIRTY-THREE DOLLARS AND THIRTY THREE CENTS (\$198,333.33)** and **EIGHT**

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THOUSAND, SIXTY DOLLARS AND NO CENTS (\$8,060.00) in litigation costs from the common fund payable according to the terms of the Settlement Agreement.

9. Pursuant to California Code of Civil Procedure §384(b), any unclaimed funds in the Settlement Administrator's account as a result of the failure timely to cash Settlement Share checks within 275 days of issuance shall be distributed via a *cy pres* award to the California Rural Legal Assistance, Inc. ("CRLA"), which the Court finds is an appropriate *cy pres* recipient, and, if this occurs, the Court shall re-open the judgment in order to include the *cy pres* award in the judgment and include the amount of the unclaimed funds plus applicable interest.

10. The San Bernardino Superior Court and the Hon. David Cohn retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 to enforce the terms of the Settlement Agreement.

11. Pursuant to California Rules of Court 3.771(b), the parties will provide notice of entry of judgment to the class via the class action administrator administrator's website.

12. A final report of the settlement administrator (including a report of any disbursement to the CRLA via a *cy pres* award) shall be filed by _____, 2021.

DATE: 6/27, 2020

JUDGE OF THE SUPERIOR COURT



HON. DAVID COHN