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VENTURA SUPERIOR COURT

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VENTURA
SUPERIOR COURT
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MICHAEL D. PLANET
Executive Officer and Clerk

BY: *[Signature]* Deputy

AMY GATES

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7 Attorneys for Plaintiff, GILBERTO ALVAREZ,
8 on behalf of himself and all others similarly situated

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF VENTURA

11 GILBERTO ALVAREZ, on behalf of himself and
12 all others similarly situated;

13 Plaintiff,

14 vs.

15 PRE-CON PRODUCTS, a California
16 corporation; and DOES 1 through 20, inclusive;

17 Defendants.

CASE NO.: 56-2019-00527761-CU-OE-VTA

Ronda McKaig
Assigned to Hon. ~~Vincent O'Neill~~, Dept. 41

[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT

1 On December 17, 2020, the Court held a hearing on Plaintiff's Motion for Final Approval of Class
2 Action Settlement.

3 Due and adequate notice having been given to Class Members, and the Court having considered the
4 Joint Stipulation Of Class Action And PAGA Settlement And Release (the "Settlement Agreement"), all of
5 the legal authorities and documents submitted in support thereof, all papers filed and proceedings has
6 herein, all oral and written comments received regarding the proposed Settlement, and having reviewed the
7 record in this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement
8 and **ORDERS AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS:**

9 1. All terms used in this Order Granting Final Approval of Class Action Settlement (the
10 "Order") shall have the same meanings given as those terms are used and/or defined in the Settlement
11 Agreement. A copy of the Settlement Agreement was attached as **Exhibit I** to the Declaration of Mehrdad
12 Bokhour in Support of the Motion for Preliminary Approval of Class Settlement and is incorporated by
13 reference to this Order.

14 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
15 jurisdiction to approve this Settlement and all exhibits thereto.

16 3. For Settlement purposes only, the Court finally certifies the Class, as defined in the
17 Settlement Agreement as *any and all current and former hourly-paid or non-exempt employees who*
18 *worked for Defendant within the State of California from April 26, 2015 through April 11, 2020* (the "Class
19 Period"). The Court deems this definition sufficient for the purpose of California Rule of Court 3.765(a),
20 and solely for the purpose of effectuating the Settlement.

21 4. The Court finds that an ascertainable class of 125 Participating Class Members exists and a
22 well-defined community of interest exists on the questions of law and fact involved because in the context
23 of the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of
24 Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and implementing
25 the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and protected the interest
26 of the Class Members.

27 5. The Court is satisfied that Phoenix Class Action Administration Solutions ("Phoenix")
28 which functioned as the Settlement Administrator, completed the distribution of the Notice of Class Action

1 Settlement (“Class Notice”) in a manner that comports with California Rule of Court 3.766. The Class
2 Notice informed 137 Class Members of the Settlement terms, their rights to do nothing and receive their
3 Settlement share, their rights to submit a request for exclusion, their rights to comment on or object to the
4 Settlement, and their rights to appear at the Final Approval Hearing, and be heard regarding approval of
5 the Settlement. Adequate periods of time to respond and to act were provided by each of these procedures.
6 No Class Members filed written objections to the Settlement as part of this notice process, no Class
7 Members filed a written statement of intention to appear at the Final Approval Hearing and no Class
8 Members elected to exclude themselves from the Settlement.

9 6. The Court hereby approves the terms set forth in the Settlement Agreement and finds that
10 the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and compliant with
11 all applicable requirements of the California Code of Civil Procedure, the California and United States
12 Constitutions, including the Due Process clauses, the California Rule of Court, and any other applicable
13 law, and in the best interest of each of the Parties and Class Members.

14 7. The Court directs the Parties to effectuate the Settlement Agreement according to its terms
15 and declares the Settlement Agreement to be binding on all Class Members.

16 8. The Court finds that the Settlement Agreement has been reached as a result of informed and
17 non-collusive arm’s-length negotiations. The Court further finds that the Parties have conducted extensive
18 investigation and research, and their attorneys were able to reasonably evaluate their respective positions.

19 9. The Court appoints Gilberto Alvarez as class representatives and finds him to be adequate.

20 10. The court appoints Mehrdad Bokhour of Bokhour Law Group P.C. as Class Counsel, and
21 finds Mr. Bokhour to be adequate, experienced, and well-versed in similar class action litigation.

22 11. The terms of the Settlement Agreement, including the Gross Settlement Sum of
23 \$1,000,000.00 and the Individual Settlement Amounts, are fair, adequate, and reasonable to the Class and
24 to each Class Member, and the Courts grants final approval of the Settlement set forth in the Settlement
25 Agreement, subject to this Order. The Court approves the following allocations, which fall within the
26 ranges stipulated by and through the Settlement Agreement:

27 a) The \$7,250.00 designated payment to Phoenix, the Settlement Administrator, is fair and
28 reasonable. The Court grants final approval of, and orders the Parties to make the payment

1 to the Settlement Administrator in accordance with the Settlement Agreement.

2 b) The \$333,333.33 requested by Plaintiff and Class Counsel for Attorneys' fees is fair and
3 reasonable in light of the benefit obtained for the Class. The Court grants final approval of,
4 awards, and orders that the Attorneys' fees be paid to Class Counsel in accordance with the
5 Settlement Agreement.

6 c) The \$9,472.72 requested by Plaintiff and Class Counsel for the Class Counsel's costs is fair
7 and reasonable. The Court grants final approval of, and orders the award of costs to Class
8 Counsel to be made in accordance with the Settlement Agreement.

9 d) The \$7,500 to Plaintiff requested for the incentive award is fair and reasonable. The Court
10 grants final approval of, and orders the incentive award to be made in accordance with the
11 Settlement Agreement.

12 e) The Court approves of the \$25,000 allocation assigned for claims under the Private Attorney
13 General Act (PAGA), and orders 75% thereof (i.e., \$18,750) to be paid to the California
14 Labor and Workforce Development Agency (LWDA) directly in accordance with the terms
15 of the Settlement Agreement.

16 12. The Court orders the Parties to comply with and carry out all terms and provisions of the
17 Settlement Agreement, to the extent that the terms thereunder do not contradict with this Order, in which
18 case the provisions of this Order shall take precedence and supersede the Settlement.

19 13. All Class Members shall be bound by the Settlement Agreement and this Order, including
20 the release of claims in favor of Defendant and the other Released Parties as set forth in the Agreement.

21 14. Class Representative Gilberto Alvarez is bound to the general release of claims against
22 Defendant and the other Released Parties as set forth in the Settlement Agreement, and is permanently
23 barred from prosecuting against Defendant and the other Released Parties from any and all of the settled
24 claims as defined in the Settlement Agreement.

25 15. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
26 provided in the Settlement Agreement.

27 16. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
28 purposes of enforcing the Settlement Agreement, addressing settlement administration matters, and

1 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

2 17. Plaintiff shall file with the Court a report regarding the status of distribution within 180 days
3 after all funds have been distributed.

4 18. The Court hereby sets a hearing date of Sept. 17, 2021 at 3:30 pm/am for a hearing
5 on the final accounting and distribution of the settlement funds.

6 **IT IS SO ORDERED.**

7 DATED: Dec. 17, 2020



HON. VINCENT O'NEILL *Ronda McKaig*
JUDGE OF VENTURA SUPERIOR COURT
RONDA J. MCKAIG