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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MAR 26 2021

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF ORANGE**

11 RICARDO COLLADO, individually, and on
12 behalf of other members of the general public
13 similarly situated; JOEL ALEGRIA,
14 individually, and on behalf of other members
15 of the general public similarly situated and on
16 behalf of other aggrieved employees pursuant
17 to the California Private Attorneys General
18 Act;

19 Plaintiffs,

20 vs.

21 TAYLOR-DUNN MANUFACTURING
22 COMPANY, a California corporation; and
23 DOES 1 through 100, inclusive,

24 Defendants.

Case No.: 30-2018-00998096-CU-OE-CXC

Honorable James Di Cesare
Department C16

CLASS ACTION

[REVISED PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

Date: April 9, 2021
Time: 9:30 a.m.
Department: C16

Complaint Filed: June 8, 2018
FAC Filed: July 23, 2019
Trial Date: None Set

1 This matter has come before the Honorable James Di Cesare in Department C-16 of the
2 above-entitled Court, located at Central Justice Center, 700 Civic Center Drive West, Santa Ana,
3 California 92701, on Plaintiffs Ricardo Collado and Joel Alegria's (together, "Plaintiffs") Motion
4 for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Enhancement
5 Payments ("Motion for Final Approval"). Lawyers *for* Justice, PC appeared on behalf of Plaintiffs,
6 and Baker & Hostetler, LLP appeared on behalf of Defendant Taylor-Dunn Manufacturing
7 Company ("Defendant").

8 On August 12, 2020, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
10 of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class Action
11 and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"),
12 attached as "Exhibit 1" to the Declaration of Edwin Aiwazian in Support of Plaintiffs' Motion for
13 Preliminary Approval of Class Action Settlement (ROA No. 76), which, together with the exhibits
14 annexed thereto, set forth the terms and conditions for settlement of the Action.

15 Having reviewed the Settlement Agreement and duly considered the parties' papers and
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. All terms used herein shall have the same meaning as defined in the Settlement
19 Agreement and the Preliminary Approval Order.

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Action.

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
24 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
25 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
26 hereby defined to include:

27 All current and former non-exempt production manufacturing employees employed
28 by Defendant in California from June 8, 2014 through August 12, 2020 ("Class" or
"Class Members").

1 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
2 Class Members, attached hereto as “EXHIBIT A,” fully and accurately informed the Class
3 Members of all material elements of the Settlement and of their opportunity to participate in, object
4 to or comment thereon, or to seek exclusion from, the Settlement; was the best notice practicable
5 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied
6 fully with the laws of the State of California, the United States Constitution, due process and other
7 applicable law. The Class Notice fairly and adequately described the Settlement and provided the
8 Class Members with adequate instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
13 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
14 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
15 Court has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the likely duration of
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
18 completed; and the experience and views of Class Counsel. The Court has further considered the
19 absence of objections to the Settlement submitted by Class Members. Accordingly, the Court
20 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and
21 the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a
26 timely and valid Request for Exclusion (“Settlement Class Members”) are bound by this Final
27 Approval Order and Judgment.

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1 7. The Court finds that Class Member, Charles Van Nguyen, has timely and validly
2 opted out of the Settlement and will not be bound by this Final Approval Order and Judgment.

3 8. The Court finds that payment of Settlement Administration Costs in the amount of
4 \$8,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
5 notice and settlement administration process. It is hereby ordered that the Settlement
6 Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount of
7 \$8,000.00, in accordance with the terms and methodology set forth in Settlement Agreement.

8 9. The Court finds that the Enhancement Payments sought are fair and reasonable for
9 the work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement
10 Administrator issue payments in the amount of \$4,000 each to Plaintiffs Ricardo Collado and Joel
11 Alegria for their Enhancement Payments, according to the terms and methodology set forth in the
12 Settlement Agreement.

13 10. The Court finds that the allocation of \$65,000.00 toward penalties under the
14 California Private Attorneys General Act of 2004 (“PAGA Penalties”) is fair, reasonable, and
15 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
16 Penalties as follows: the amount of \$48,750.00 to the California Labor and Workforce
17 Development Agency, and the amount of \$16,250.00 to be included in the Net Settlement Amount
18 for distribution to Settlement Class Members, according to the terms and methodology set forth in
19 the Settlement Agreement.

20 11. The Court finds that the request for attorneys’ fees in the amount of \$325,000.00 to
21 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
22 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
23 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
24 amount of \$325,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
25 methodology set forth in the Settlement Agreement.

26 12. The Court finds that reimbursement of litigation costs and expenses in the amount
27 of \$16,154.39 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
28 Settlement Administrator issue payment in the amount of \$16,154.39 to Class Counsel for

1 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
2 forth in the Settlement Agreement.

3 13. The Court hereby enters Judgment by which Settlement Class Members shall be
4 conclusively determined to have given a release of any and all Released Claims against the
5 Released Parties, as set forth in the Settlement Agreement and/or Class Notice. For purposes of
6 the FLSA claim only, only those Settlement Class Members who sign, endorse, deposit, cash,
7 and/or otherwise negotiate their Individual Settlement Payment check will be deemed to “opt in”
8 to the settlement and release of all Released Claims arising under the Fair Labor Standards Act,
9 29 U.S.C. § 216(b) *et seq.*

10 14. It is hereby ordered that Defendant shall deposit the Maximum Settlement Amount
11 and an amount sufficient to pay the Employer Taxes resulting from the Settlement into an account
12 established by the Settlement Administrator within twenty-one (21) calendar days after the
13 Effective Date, in accordance with the terms and methodology set forth in the Settlement
14 Agreement.

15 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
16 Settlement Payments to the Settlement Class Members within fourteen (14) calendar days of
17 Defendant funding the Maximum Settlement Amount, according to the methodology and terms set
18 forth in the Settlement Agreement.

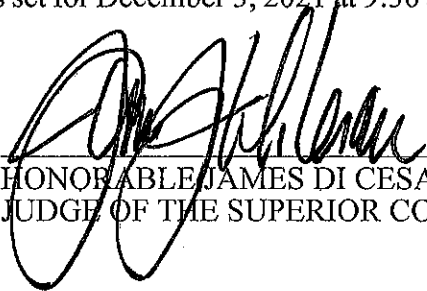
19 16. Individual Settlement Payment checks shall be valid and negotiable for one hundred
20 and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be
21 cancelled. All funds associated with such cancelled checks shall be transmitted to the Unclaimed
22 Property Division of the State of California (State Controller’s Office) in such Settlement Class
23 Member’s name.

24 17. After entry of this Final Approval Order and Judgment, pursuant to California Rules
25 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
26 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
27 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
28 any dispute arising from or in connection with the distribution of settlement benefits.

1 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
2 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix
3 Settlement Administrators' website for a period of at least sixty (60) calendar days after the date
4 of entry of this Final Approval Order and Judgment. Individualized notice is not required.

5 19. A Final Accounting Hearing is set for December 3, 2021 at 9:30 a.m. in Department
6 C16.

7 Dated: MAR 26 2021


HONORABLE JAMES DI CESARE
JUDGE OF THE SUPERIOR COURT

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