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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST

MARIO MORALES, individually, and on behalf of all others similarly situated, Plaintiffs, vs. WESTERN PACIFIC PULP AND PAPER, a California Corporation; and DOES 1 through 100 inclusive, Defendants.	CASE NO.: BC617544 [Assigned for all purposes to the Hon. Carolyn B. Kuhl, Dept. 309] [redacted] **FINAL JUDGMENT** Date: April 4, 2018 Time: 11:00 a.m. Dep 309

The Unopposed Motion for Final Approval of Class Action Settlement came for hearing before this Court, the Hon. Carolyn B. Kuhl presiding, April 4, 2018, at 11:00 a.m. The Court having granted final approval to the Joint Stipulation and Agreement to Settle and Release Claims and Stipulation to Amend Joint Stipulation and Agreement to Settle and Release Claims (collectively, "Settlement Agreement"), it is hereby ORDERED THAT FINAL JUDGMENT BE ENTERED as follows:

1. Pursuant to California law, this Court hereby grants final approval of the Settlement Agreement. The Court finds that the Settlement Agreement is fair, reasonable and adequate.

[redacted]

[redacted]

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

3. The Settlement Agreement is hereby deemed incorporated herein as if expressly set forth, and has the full force and effect of an Order of this Court. The Settlement Agreement shall be enforced according to its terms.

4. For the reasons set forth in the Preliminary Approval Order and in the proceedings of the Final Approval hearing, which are adopted and incorporated herein by reference, this Court finds that the applicable requirements of the California Code of Civil Procedure § 382 have been satisfied with respect to the Settlement Class and the Settlement Agreement. The Court hereby makes final its earlier provisional certification of the plaintiff class, as set forth in the Preliminary Approval Order. The Court finds that the settlement is fair, adequate, and reasonable, and falls within the range of reasonableness.

5. The Court concludes that the Settlement Administrator, Phoenix Settlement Administrators, took all reasonable and necessary steps to locate and notify each class member of the Settlement Agreement. The notice given to the Class fully and accurately informed the Class of all material elements of the Settlement Agreement and their opportunity to object or comment thereon; was the best notice practicable under the circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with the laws of the State of California and other applicable law. The notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information. A full opportunity has been afforded to Class Members to participate in this hearing, and all persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly request exclusion are bound by this Judgment.

6. Defendant Western Pacific Pulp and Paper shall pay $400,000.00 in payment for settlement of Class Members' claims, the Enhancement Award for Named Plaintiff Mario Morales, Class Counsel's attorney fees and costs, the Settlement Administrator's fees and expenses, and penalties to the California Labor & Workforce Agency under Labor Code §§ 2698 *et seq.*

[redacted]

7. Of the Total Settlement Amount, $5,000.00 will be paid to Named Plaintiff Mario Morales as an Enhancement Award. The Court finds that this enhancement award is fair and reasonable in light of the work Named Plaintiff Mario Morales provided to the Class and Counsel.

8. With this final judgment of the proposed Settlement, it is hereby ordered that all claims that are released as set forth in the Settlement Agreement are hereby barred.

9. Of the Total Settlement Amount, $133,333.00 shall be paid to Class Counsel, Rastegar Law Group, A.P.C. for their fees, and $7,975.31 shall be paid to Class Counsel for their litigation costs. The Court finds that the attorneys' fees and litigation expenses requested by Class Counsel falls within the range of reasonableness, and that the result achieved in this litigation justifies the award in light of the common benefit obtained for the class.

CB/KO

10. Of the Total Settlement Amount, $8,000.00 shall be paid to Phoenix Settlement Administrators for Settlement administration fees and costs.

11. Of the Total Settlement Amount, $3,750.00 shall be paid to the California Labor & Workforce Development Agency for penalties under the Private Attorneys' General Act of 2004 ("PAGA"), California Labor Code §§ 2698, *et seq.*

12. In addition to and separate from the Gross Settlement Amount, Defendant Western Pacific Pulp and Paper shall make available the amount necessary for payment of the employer share of all applicable payroll taxes, as calculated by the Settlement Administrator.

13. As set forth in the Stipulation to Amend Joint Stipulation and Agreement to Settle and Release Claims filed on December 14, 2017, any checks remaining un-cashed after one hundred and eighty (180) calendar days after being issued shall be distributed pursuant to Code of Civil Procedure section 384 as follows: (1) twenty-five percent to the Status Treasury for deposit in the Trial Court Improvement and Modernization Fund; (2) twenty-five percent to the State Treasury for deposit into the Equal Access Fund of the Judicial Branch; and (3) 50 percent as *cy pres* to the Legal Aid Foundation of Los Angeles located at 1550 W. 8th Street, Los Angeles, California 90017.

14. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this action and the parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Settlement Agreements pursuant to California Rule of Court 3.769(h). Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to the Court for resolution.

15. A final report of the Administrator shall be filed by July 19, 2019.

Dated: April 4, 2018

/s/ CAROLYN B. KUHL
ASSISTANT SUPERVISING JUDGE
COMPLEX CIVIL LITIGATION

HONORABLE CAROLYN B. KUHL
JUDGE OF THE SUPERIOR COURT

[redacted]

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 22760 Hawthorne Boulevard, Suite 200, Torrance, California 90505. On March 13, 2018, I served the following document or documents:

[PROPOSED] FINAL JUDGMENT

☒ **Via electronic transmission.** Pursuant to the order of the Court authorizing electronic service, I caused the documents to be sent to the person at the e-mail addresses listed below via File & ServeXpress. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **By electronic transmission.** Pursuant to California Labor Code section 2699(l)(4), I caused the documents to be sent to the person or entity listed below via https://dir.tfaforms.net/129, the online filing system established by the California Labor & Workforce Development Agency for the submission of proposed settlements of civil actions filed pursuant to California Labor Code sections 2698, et seq. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Service List

Julie A. Vogelzang (SBN 174411) Lisa Hird Chung (SBN 246766) **SCHOR VOGELZANG LLP** 600 B Street, Suite 2200 San Diego, CA 92101-4681 Telephone: (619) 906-2400 Facsimile: (619) 906-2401 Email: julie@schorvogelzang.com lisa@schorvogelzang.com ***(Via File & ServeXpress)***	Attorneys for Defendant Western Pacific Pulp and Paper
PAGA Administrator California Labor & Workforce Development Agency 1515 Clay Street, Suite 801 Oakland, CA 94612 PAGA@dir.ca.gov ***(Via Online Filing System - https://dir.tfaforms.net/133)***	Address of Record presented by the LWDA to timely process all PAGA related notices and correspondences

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 13, 2018, at Torrance, California.

Karla Banales