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FILED
ALAMEDA COUNTY

OCT 13 2022

CLERK OF THE SUPERIOR COURT

By [Signature] Deputy

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF ALAMEDA**

9 CIOMARA AYALA DOLORES, individually,
and on behalf of other members of the general
10 public similarly situated and on behalf of other
aggrieved employees pursuant to the California
11 Private Attorneys General Act;

12 Plaintiff,

13 vs.

14 INLAND MARINE INDUSTRIES, INC., a
California corporation; INLAND METAL
15 TECHNOLOGIES, an unknown business
entity; INLAND METAL INDUSTRIES, an
16 unknown business entity; INLAND METAL,
INC., an unknown business entity; and DOES
17 1 through 100, inclusive,

18 Defendants.

Case No.: RG19039075

Honorable Frank Roesch
Department 17

CLASS ACTION

**~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Reservation No.: A-19039075-001
Date: ~~September 29, 2022~~
Time: 3:30 p.m. *October 13, 2022*
Department: 17

Complaint Filed: October 15, 2019
FAC Filed: November 13, 2019
Trial Date: None Set

1 This matter has come before the Honorable Frank Roesch in Department 17 of the above-
2 entitled Court, located at 1225 Fallon Street, Oakland, California 94612, on Plaintiff Ciomara
3 Ayala Dolores's ("Plaintiff") Motion for Final Approval of Class Action Settlement, Attorneys'
4 Fees, Costs, and Class Representative Service Award ("Motion for Final Approval"). Lawyers *for*
5 Justice, PC appeared on behalf of Plaintiff, and Daniel A. Croley of Futterman Dupree Dodd
6 Croley Maier LLP appeared on behalf of Defendant Inland Marine Industries, Inc. ("Defendant").

7 On April 14, 2022, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
9 of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class Action
10 and PAGA Settlement and General Release ("Settlement," "Agreement," or "Settlement
11 Agreement"), which, together with the exhibits annexed thereto, set forth the terms and conditions
12 for settlement of the Action.

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

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

- 16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement and the Preliminary Approval Order.
- 18 2. This Court has jurisdiction over the claims of the Settlement Class Members
19 asserted in this proceeding and over all parties to the Action.
- 20 3. The Court finds that the applicable requirements of California Code of Civil
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
22 to the Settlement Class and the Settlement. The Court hereby makes final its earlier provisional
23 certification of the Settlement Class for settlement purposes, as set forth in the Preliminary
24 Approval Order. The Settlement Class is hereby defined to include:

25 All current and former hourly paid or non-exempt employees who worked for
26 Defendant within the State of California at any time during the period from
27 October 15, 2015 through November 11, 2021 ("Class" or "Class Members").

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1 4. The Notice of Class Action Settlement (“Notice”) that was provided to the
2 Settlement Class Members, fully and accurately informed the Settlement Class Members of all
3 material elements of the Settlement and of their opportunity to participate in, object to or comment
4 thereon, or to seek exclusion from, the Settlement; was the best notice practicable under the
5 circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with
6 the laws of the State of California, the United States Constitution, due process and other applicable
7 law. The Notice fairly and adequately described the Settlement and provided the Settlement Class
8 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 Settlement Class as a
11 whole. More specifically, the Court finds that the Settlement was reached following meaningful
12 discovery and investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the
13 Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the
14 parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In
15 so finding, the Court has considered all of the evidence presented, including evidence regarding
16 the strength of Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the
17 likely duration of further litigation; the amount offered in the Settlement; the extent of
18 investigation and discovery completed; and the experience and views of Class Counsel. The Court
19 has further considered the absence of objections to and requests for exclusion from the Settlement
20 submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be
21 affected in accordance with the Settlement Agreement and the following terms and conditions.

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

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1 7. The Court finds that payment of Settlement Administration Costs in the amount of
2 \$9,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
3 notice and settlement administration process. It is hereby ordered that the Settlement
4 Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount of
5 \$9,000.00, in accordance with the terms and methodology set forth in Settlement Agreement.

6 8. The Court finds that the Class Representative Service Award sought is fair and
7 reasonable for the work performed by Plaintiff on behalf of the Settlement Class and the State of
8 California. It is hereby ordered that the Settlement Administrator issue payment in the amount of
9 \$7,500.00 to Plaintiff Ciomara Ayala Dolores for her Class Representative Service Award,
10 according to the terms and methodology set forth in the Settlement Agreement.

11 9. The Court finds that the allocation of \$50,000.00 toward penalties under the
12 California Private Attorneys General Act of 2004 ("PAGA Payment"), is fair, reasonable, and
13 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
14 Payment as follows: the amount of \$37,500.00 to the California Labor and Workforce
15 Development Agency, and the amount of \$12,500.00 to be included in the Net Settlement Amount
16 for distribution to Settlement Class Members, according to the terms and methodology set forth in
17 the Settlement Agreement.

18 10. The Court finds that the request for attorneys' fees in the amount of \$300,000.00 to
19 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
20 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
21 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
22 amount of \$300,000.00 to Class Counsel for attorneys' fees, in accordance with the terms and
23 methodology set forth in the Settlement Agreement.

10% of the attorney fees shall be retained by the Settlement Administrator until after the final accounting has been approved by the Court.

24 11. The Court finds that reimbursement of litigation costs and expenses in the amount
25 of \$25,126.14 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
26 Settlement Administrator issue payment in the amount of \$25,126.14 to Class Counsel for
27 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
28 forth in the Settlement Agreement.

1 12. The Court hereby enters Judgment by which Participating Settlement Class
2 Members and each of them shall be conclusively determined to have given a release of any and all
3 Claims Released against the Released Parties, as set forth in the Settlement Agreement and
4 Settlement Notice and Participating Settlement Class Members and each of them shall be bound
5 by the Settlement Agreement and this final judgment. This Order and Judgment shall bind each of
6 the Participating Settlement Class Members and forever bar them from asserting, instituting or
7 prosecuting, either directly or indirectly, any claims settled under the terms of the Settlement
8 Agreement, including as to the Claims Released. This Order and Judgment shall have a *res*
9 *judicata* effect and bar all Participating Settlement Class Members from bringing any action
10 asserting Claims Released as defined in the Settlement Agreement. The Claims Released means
11 any and all claims, rights, demands, obligations, controversies, debts, disputes, damages, losses,
12 actions, causes of action, sums of money due, judgments, suits, amounts, matters, issues, liabilities,
13 and charges of any kind or nature whatsoever (including, but not limited to, any claims for interest,
14 attorneys' fees, expert or consulting fees, and any other costs, expenses, amounts, or liabilities
15 whatsoever), and claims for relief of every nature and description whatsoever, whether in law or
16 equity, including both known claims and, Unknown Claims (as defined below), suspected or
17 unsuspected, accrued or unaccrued, fixed or contingent, liquidated or unliquidated, matured or
18 unmatured, foreseen or unforeseen, whether in contract, violation of any local, state or federal
19 statute, rule or regulation, arising out of, concerning, in connection with any, or in any manner
20 related to any act, omission, allegations, transactions, facts, matters, occurrences, representations,
21 statements, or omissions alleged, involved, set forth, or referred to in the Action or which could
22 have been asserted in the Action or any other forum of any kind based on any act, omission,
23 allegations, transactions, facts, matters, occurrences, representations, statements, or omissions
24 alleged, involved, set forth, or referred to in the Action (including as alleged in the Complaint or
25 First Amended Complaint) and during the Class Period, including, without limitation, all claims
26 relating to the failure to pay overtime and minimum wages, provide meal and rest periods,
27 inaccurate wage statements, penalties relating to the failure to provide rest periods and/or
28 inaccurate wage statements, including PAGA penalties, or any other alleged wage and hour

1 violations and related record-keeping requirements, including, without limitation, under Labor
2 Code Section 203, Business & Professions Code section 17200, the applicable California Industrial
3 Welfare Commission Order, or any other local government, California or federal laws relating to
4 the failure to pay wages and penalties or provide rest and meal periods based on or relating to the
5 facts alleged in the Complaint and/or Amended Complaint.

6 13. It is hereby ordered that the Settlement Administrator shall distribute Individual
7 Settlement Payments to the Participating Settlement Class Members within fifteen (15) business
8 days after the Effective Date, according to the methodology and terms set forth in the Settlement
9 Agreement.

10 14. After entry of this Final Approval Order and Judgment, pursuant to California Rules
11 of Court, Rule 3.769(h) and California Code of Civil Procedure Sec. 664.6, the Court shall retain
12 jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement and this Final
13 Approval Order and Judgment, to hear and resolve any contested challenge to a claim for
14 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
15 the distribution of settlement benefits.

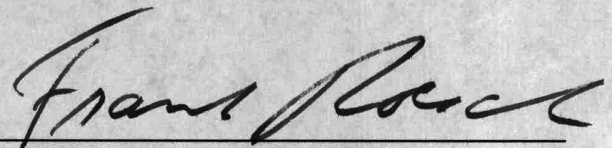
16 15. Notice of entry of this Final Approval Order and Judgment shall be given to the
17 Settlement Class Members by posting a copy of the Final Approval Order and Judgment on
18 Phoenix's website for a period of at least sixty (60) calendar days after the date of entry of this
19 Final Approval Order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

20 16. Pursuant to California Code of Civil Procedure section 384, no later than five (5)
21 calendar days before the Final Compliance Hearing, the parties shall submit a report to the Court
22 specifying, among other things, the total amount paid to Settlement Class Members, the leftover
23 residual of settlement funds that will be paid to the entities identified as recipients of such funds
24 in the Settlement Agreement, and the amount of the portion of attorneys' fees that were held back,
25 if any, along with a proposed amended judgment containing language addressing the tentative
26 transmission of the leftover residual funds to the entities identified as recipients of such funds in
27 the Settlement Agreement and also the release of the portion of the attorneys' fees that were held
28 back. No later than five (5) calendar days after receipt of notice of the entry of the amended

1 judgment, Class Counsel shall submit the amended judgment to the Judicial Council, pursuant to
2 California Code of Civil Procedure section 384.5.

3 17. A Final Compliance Hearing is set for May 11, 2023 at
4 3:30 pm ~~am~~ in Department 17.

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6 Dated: 10/13/2022


HONORABLE FRANK ROESCH
JUDGE OF THE SUPERIOR COURT

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