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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 20 2024

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

8 Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN BERNARDINO**

11 ERIC GORDON, an individual, on behalf
12 of himself, the State of California, as a
13 private attorney general, and on behalf of all
14 others similarly situated,

15 Plaintiff,

16 v.

17 HIGH POINT SALES & MARKETING
18 LLC, a Business of Unknown Formation;
19 and DOES 1 TO 50,

20 Defendants.
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Case Number: CIVSB2304131

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

Date: July 25, 2024
Time: 1:30 p.m.
Dept.: S-17
Judge: Hon. Joseph T. Ortiz

1 This matter having come for hearing on June 13, 2024, regarding Plaintiff Eric Gordon's
2 ("Plaintiff") unopposed *Motion for Final Approval of Class Action Settlement* (the "Motion") on
3 the terms set forth in the *Joint Stipulation of Class Action Settlement and Release* (the "Settlement
4 Agreement"). In conformity with California Rules of Court, rule 3.769, with due and adequate
5 notice having been given to Class Members (as defined in the Settlement Agreement and the
6 Motion), and having considered the Settlement Agreement, all of the legal authorities and
7 documents submitted in support thereof, all papers filed and proceedings had herein, all oral and
8 written comments received regarding the Settlement Agreement, and having reviewed the record in
9 this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement
10 Agreement and orders and makes the following findings and determinations and enters final
11 judgment as follows:

12 1. The Court grants Plaintiff leave file the overlength brief attached to the Motion.

13 2. All terms used in this order shall have the same meanings given as those terms are
14 used and/or defined in the parties' Settlement Agreement and the Motion. A copy of the Settlement
15 Agreement is attached to the *Declaration of Jonathan Melmed in Support of Plaintiff's Motion for*
16 *Final Approval of Class Action Settlement* as **Exhibit A** and is made a part of this order.

17 3. The Court has personal jurisdiction over Plaintiff and Defendant High Point Sales &
18 Marketing LLC ("Defendant") (collectively, the "Parties") to this litigation and subject matter
19 jurisdiction to approve this Settlement Agreement and all exhibits thereto.

20 4. For settlement purposes only, the Court finally certifies the Class, as defined in the
21 Motion and the Settlement Agreement and as follows: "*All individuals who are or were employed*
22 *by Defendant as nonexempt employees in California during the period from February 2, 2019,*
23 *through August 18, 2023.*" The Court deems this definition sufficient for the purpose of rule 3.765(a)
24 of the California Rules of Court, and solely for the purpose of effectuating the Settlement
25 Agreement.

26 5. The Court finds that an ascertainable class of 81 class members exists and a well-
27 defined community of interest exists on the questions of law and fact involved because in the context
28 of the Settlement Agreement: **(i)** all related matters, predominate over any individual questions;

1 (ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in negotiating,
2 entering into and implementing the Settlement Agreement, Plaintiff and Plaintiff's counsel have
3 fairly and adequately represented and protected the interest of the Class Members.

4 6. The Court is satisfied that CPT Group, Inc., which was appointed as the Settlement
5 Administrator, completed the distribution of Class Notice to the Class in a manner that comports
6 with California Rule of Court 3.766. The Class Notice informed 81 prospective Class Members of
7 the Settlement Agreement's terms, their rights under the Settlement Agreement to receive their
8 settlement share, their rights to submit a request for exclusion, their rights to comment on or object
9 to the Settlement Agreement, and their rights to appear at the Final Approval and Fairness Hearing,
10 and be heard regarding approval of the Settlement Agreement. Sufficient periods of time to respond
11 and to act were provided by each of these procedures.

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

17 8. The Court directs the Parties to effectuate the Settlement Agreement according to its
18 terms and declares the Settlement Agreement to be binding on all Class Members.

19 9. The Court finds that the Settlement Agreement has been reached as a result of
20 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
21 conducted extensive investigation and research, and their attorneys were able to reasonably evaluate
22 their respective positions.

23 10. The Court also finds that the Settlement Agreement will avoid additional and
24 potentially substantial litigation costs, as well as delay and risks of the Parties were to continue to
25 litigate the case. Additionally, after considering the monetary recovery provided as part of the
26 Settlement Agreement in light of the challenges posed by continued litigation, and Court concludes
27 that Class Counsel secured significant relief for Class Members.
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1 11. The Settlement Agreement is not an admission by Defendant, nor is this order a
2 finding of the validity of any allegations or of any wrongdoing by Defendant.

3 12. The Court appoints Plaintiff Eric Gordon as Class Representative and finds him to
4 be adequate for purposes of settlement.

5 13. The Court appoints Jonathan Melmed, Megan E. Ross, and Hannah Becker of
6 Melmed Law Group P.C. as Class Counsel and finds each of them to be adequate, experienced, and
7 well-versed in class action litigation.

8 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
9 \$142,000.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class and
10 to each Class Member, and the Courts grants final approval of the Settlement set forth in the
11 Settlement Agreement, subject to this order.

12 15. The Court approves the following allocations, which fall within the ranges stipulated
13 by and through the Settlement Agreement:

14 A. The Court awards \$7,500.00 to CPT Group, Inc., the Settlement
15 Administrator, and finds this amount to be fair and reasonable. The Court grants final
16 approval of it and orders the Parties to make the payment to the Settlement Administrator in
17 accordance with the Settlement Agreement.

18 B. The Court awards \$47,333.33 to Plaintiff's counsel as attorneys' fees and
19 finds this amount to be fair and reasonable in light of the benefit obtained for the Class. The
20 Court grants final approval of, awards, and orders the payment to Plaintiff's counsel to be
21 made in accordance with the Settlement Agreement.

22 C. The Court awards \$10,000.00 in litigation costs, an amount which the Court
23 finds to be reflective of the reasonable costs incurred. The Court grants final approval of,
24 and orders the litigation expenses payment in this amount to be made to Plaintiff's counsel
25 in accordance with the Settlement Agreement.

26 D. The Court awards \$10,000.00 to the class representative as payment
27 requested by Plaintiff and finds this amount to be fair and reasonable. The Court grants final
28

1 approval of, and orders the class representative payment to be made in accordance with the
2 Settlement Agreement.

3 E. The Court approves the \$11,778.80 allocation for penalties under the Labor
4 Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$8,834.10) to be
5 paid to the California Labor and Workforce Development Agency in accordance with the
6 terms of the Settlement Agreement and the remainder to the Aggrieved Employees.

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

10 17. Nothing in the Settlement Agreement or this order purports to extinguish or waive
11 Defendant's rights to continue to oppose the merits of the claims in this action or class treatment of
12 these claims in this case if the Settlement Agreement fails to become final or effective, or in any
13 other case without limitation.

14 18. All Class Members who did not request exclusion from the Settlement shall be bound
15 by the Settlement and this order, including the release of claims as set forth in the Settlement
16 Agreement.

17 19. The Parties shall bear their own respective attorneys' fees and costs except as
18 otherwise provided in this order and the Settlement Agreement.

19 20. All checks mailed to the Class Members must be cashed within one hundred and
20 eighty (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then
21 the Settlement Administrator shall submit such funds to the California State Controller for deposit
22 in the Unclaimed Property Fund in the name of the individual whose check was uncashed. The Court
23 finds that this meets the requirements of Code of Civil Procedure section 384.

24 21. Within seven days of this order, the Settlement Administrator shall give notice of
25 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by
26 posting a copy of this order and final judgment on its website.

27 22. The Court retains continuing jurisdiction over the Action and the Settlement,
28 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes

1 of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and
2 (c) addressing such post-judgment matters as may be appropriate under court rules or applicable
3 law.

4 23. Plaintiff shall file with the Court a report regarding the status of distribution within
5 180 days after all funds have been distributed.

6 24. This final judgment is intended to be a final disposition of the above-captioned action
7 in its entirety and is intended to be immediately appealable. This final judgment resolves and
8 extinguishes all claims released by the Settlement Agreement against Defendant.

9 25. The Court hereby sets a hearing date of February 10, 2025 at 8:30 pm (am) for
10 a hearing on the final accounting and distribution of the settlement funds.

11 **IT IS SO ORDERED.**

12 **AUG 20 2024**

13 Dated: _____

JOSEPH T. ORTIZ

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15 Hon. Joseph T. Ortiz
16 Judge of the Superior Court, San Bernardino
17 County
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