

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MARIO SARABIA, on behalf of
himself and for all similarly situated
persons,
and the general public,

Plaintiff,

v.

RICOH USA, INC., a California
Corporation, RICOH LOGISTICS
CORPORATION and DOES 1-50 ALL
INCLUSIVE,

Defendants.

Case No. 8:20-cv-00218-JLS-KES

FINAL JUDGMENT

1 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

2
3 The Court, having read and considered the papers of Plaintiff’s Motion for
4 Final Approval of Class Settlement, the supporting Memorandum of Points and
5 Authorities, the Class Counsel Declarations, including the declaration of the Class
6 Representative, the arguments of Counsel, and good cause appearing, hereby
7 **ENTERS JUDGMENT AS FOLLOWS:**

8 1) The Court finds the settlement to be fair, adequate, and reasonable.
9 Accordingly, the Court GRANTS the Motion in substantial part as
10 follows:

- 11 • The Court GRANTS final approval of the class settlement.
- 12 • The Court GRANTS final approval of the PAGA payment.
- 13 • The Court GRANTS Sarabia’s request for Simpluris to be paid
14 \$8,000 in
15 settlement administration costs from the gross settlement fund.
16 • The Court GRANTS an award of attorneys’ fees in the amount of
17 \$300,000.
18 • The Court GRANTS Class Counsel’s request to be reimbursed
19 litigation costs from the gross settlement fund in the amount of
20 \$19,854.
21 • The Court GRANTS Sarabia’s request for a class representative
22 enhancement award in the amount of \$7,500.
23
24
25
26

27 2) This Judgment hereby incorporates by reference the definitions of the
28 Settlement Agreement and Release (“Settlement Agreement”), as though

1 fully set forth herein, and all terms used herein shall have the same
2 meaning as set forth in the Settlement.


3 3) All claims asserted in this Action are DISMISSED WITH PREJUDICE
4 as to Plaintiff Mario Sarabia, Class Members and PAGA Employees to
5 the maximum extent permitted by law. Except as set forth in the
6 Settlement Agreement and the Final Approval Order, each party is to
7 bear his/its own attorneys' fees and costs.

8 4) As there were no opt-outs from the settlement, all Class Members are
9 permanently enjoined from pursuing or seeking to reopen, any of the
10 Class Released Claims, as defined in paragraphs III.P and III.Q of the
11 Settlement Agreement, to the maximum extent permitted by law. All
12 PAGA Employees are permanently enjoined from pursuing, seeking to
13 reopen, or to prosecute any of the PAGA Claims released by paragraph
14 III.R of the Settlement Agreement, to the maximum extent permitted by
15 law.

16 5) Without affecting the finality of the Judgment, the Court shall retain
17 exclusive and continuing jurisdiction over the above-captioned action
18 and the parties, including all Class Members, for purposes of
19 supervising, administering, implementing, enforcing, and interpreting
20 the Settlement Agreement.
21

22 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

23
24 DATED: May 10, 2023

25 
26 _____
27 HON. JOSEPHINE L. STATON
28 UNITED STATES DISTRICT JUDGE