

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Alexander J. Aroeste FIRM NAME: Lavi & Ebrahimiian, LLP STREET ADDRESS: 8889 W. Olympic Blvd., Suite 200 CITY: Beverly Hills TELEPHONE NO.: (310) 432-0000 EMAIL ADDRESS: aaroeste@lelawfirm.com ATTORNEY FOR (name): Jesus Navarro SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 312 N Spring St MAILING ADDRESS: 312 N Spring St CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Spring Street	STATE BAR NUMBER: 332653 STATE: CA ZIP CODE: 90211 FAX NO.:	FOR COURT USE ONLY
PLAINTIFF/PETITIONER: Jesus Navarro & Francisco Arroyo DEFENDANT/RESPONDENT: GP MERGER SUB, INC. et al.		
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)		CASE NUMBER: 20STCV04534

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): May 5, 2025
2. A copy of the judgment, decree, or order is attached to this notice.

Date: May 6, 2025

Alexander J. Aroeste

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)


 Digitally signed by Alexander Aroeste
 DN: cn=Alexander Aroeste, o, ou,
 email=aaroeste@lelawfirm.com, c=US
 Date: 2025.05.06 17:14:44 -0700

(SIGNATURE)

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.
- b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
- b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

1 Joseph Lavi, Esq. (SBN 209776)
2 Vincent C. Granberry, Esq. (SBN 276483)
3 Alexander J. Aroeste, Esq. (SBN 332653)
4 **LAVI & EBRAHIMIAN, LLP**
5 8889 W. Olympic Blvd., Suite 200
6 Beverly Hills, California 90211
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12 Attorneys for Plaintiff JESUS NAVARRO,
13 on behalf of himself and others similarly situated

14 [Additional Attorneys on Next Page]

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

17 JESUS NAVARRO and FRANCISCO
18 ARROYO, on behalf of themselves and others
19 similarly situated,

20 Plaintiff,

21 vs.

22 GP MERGER SUB, INC.; NEW GLASPRO,
23 INC.; and DOES 1 to 100, inclusive,

24 Defendants

Case No.: 20STCV04534

CLASS ACTION

[Assigned for all purposes to the
Honorable William F. Highberger, Dept. 10]

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

[Filed concurrently with: (1) Declaration of
Alexander J. Aroeste in Support; (2)
Declaration of Kevin Mahoney in Support; (3)
Declaration of Jesus Navarro in Support; (4)
Declaration of Francisco Arroyo in Support;
(5) Plaintiffs' Notice and Motion for Final
Approval of Settlement]

Hearing Information:

Date: May 5, 2025

Time: 1:30 p.m.

Dept.: 10

1 Kevin Mahoney (SBN: 235367)
2 **MAHONEY LAW GROUP, APC**
3 249 E. Ocean Blvd. Ste. 814
4 Long Beach, CA 90802
5 Telephone: (562)-590-5550
6 Facsimile: (562) 590-8400
7 Email: kmahoney@mahoney-law.net
8
9 Attorneys for Plaintiff FRANCISCO ARROYO,
10 on behalf of himself and others similarly situated
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1 Plaintiffs JESUS NAVARRO and FRANCISCO ARROYO (“Plaintiffs”) Notice and Motion
2 for Final Approval of Class Action Settlement and Motion for Award of Attorneys’ Fees and Costs
3 with Defendants GP MERGER SUB, INC. and NEW GLASPRO, INC. (“Defendants” or together,
4 the “Parties”) came before this Court on May 5, 2025, at 1:30 p.m. in Department 10 of Los Angeles
5 County Superior Court, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, CA
6 90012. Having received and considered the court-approved Class Action and PAGA Settlement
7 Agreement and Class Notice attached as Exhibit 1 to the Declaration of Alexander J. Aroeste in
8 Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement and Motion for Award
9 of Attorneys’ Fees and Costs filed on April 8, 2025 (together, the “Settlement” or “Settlement
10 Agreement”), Plaintiffs’ Motion for Final Approval of Class Action Settlement and Motion for Award
11 of Attorneys’ Fees and Costs, the supporting papers filed by the Parties, the declaration of Kevin
12 Mahoney in support, the declaration of Yami Burns on behalf of Phoenix Class Action Settlement
13 Solutions (“Phoenix”), and the evidence and argument received by the Court in conjunction with the
14 Motion for Preliminary Approval of Class Action Settlement and Documents thereto, the Court grants
15 final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
16 DETERMINATION:

17 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
18 including all members of the settlement class.

19 2. The Court finds that the Class (defined below) is properly certified as a class for
20 settlement purposes only:

21 Any and all persons who worked for Defendants in California as an
22 hourly paid or non-exempt during the Class Period [from February 2016
23 through July 1, 2024].

24 3. The Court appoints Plaintiffs Jesus Navarro and Francisco Arroyo as Class
25 Representatives for settlement purposes only.

1 4. The Court appoints Joseph Lavi, Esq., Vincent C. Granberry, Esq., and Alexander J.
2 Aroeste, Esq of Lavi & Ebrahimian, LLP and Kevin Mahoney of Mahoney Law Group, APC as Class
3 Counsel for settlement purposes only.

4 5. The notice provided to the class members conforms with the requirements of
5 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
6 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
7 law, and constitutes the best notice practicable under the circumstances, by providing individual
8 notice to all class members who could be identified through reasonable effort, and by providing due
9 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
10 The notice fully satisfied the requirements of due process.

11 6. The Court finds the settlement was entered into in good faith, that the settlement is
12 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
13 requirements for final approval of this class action settlement under California law, including the
14 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
15 3.769.

16 7. The Settlement Agreement is not an admission by Defendants or by any other released
17 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants
18 or any other released party. Neither this Order, the Settlement, nor any document referred to herein,
19 nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission
20 of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or
21 any of the other released parties.

22 8. No Class Members have objected to the terms of the Settlement.

23 9. No Class Members have requested exclusion from the Settlement.

24 10. Defendant shall fully fund the Gross Settlement Amount (\$240,000.00), and also fund
25 the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
26 Settlement Administrator in one payment as follows: (1) Within thirty (14) calendar days following
27 the Effective Date, Defendants shall provide the full payment of the Gross Settlement Amount to the
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1 Settlement Administrator. Within fourteen (14) calendar days after Defendants fully fund the Gross
2 Settlement Amount, the Settlement Administrator will pay (a) Individual Class Payments to
3 Participating Class Members; (b) Individual PAGA Payments to Aggrieved Employees; (c) the
4 LWDA PAGA Payment; (d) Court-approved Class Counsel Fees and Class Counsel Costs to Class
5 Counsel; (e) Court-approved Class Representative Service Payment to Plaintiff; and (f) Court-
6 approved Administration Expenses Payment to itself. The envelope transmitting a settlement
7 distribution to Class Members shall bear the notation "YOUR CLASS ACTION SETTLEMENT
8 CHECK IS ENCLOSED."

9 11. In the event that an Individual Class Payment and/or Individual PAGA Payment check
10 is returned to the Settlement Administrator as undeliverable and the Settlement Administrator is
11 unable to locate a valid mailing address, if the Participating Class Member whose check was returned
12 is a current employee of Defendants, the Settlement Administrator and Defendants shall arrange to
13 have the check delivered to the Participating Class Member at their place of employment.

14 12. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
15 recognition of the Plaintiffs' efforts on behalf of the settlement class, the Court hereby approves the
16 payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiffs
17 in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each for a total
18 of Fifteen Thousand Dollars and Zero Cents (\$15,000.00).

19 13. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
20 to Class Counsel in the sum of Seventy-Nine Thousand Two Hundred Dollars and Zero Cents
21 (\$79,200.00), and the reimbursement of litigation expenses in the sum of Twenty Thousand Dollars
22 and Zero Cents (\$20,000.00). Both are reasonable amounts. The reasonableness of the fee award is
23 determined based on a reasonable percentage of the common fund obtained for the class. The court
24 also has considered the lodestar amount. Awarding fees on a percentage basis encourages efficient
25 litigation practices and reflects the actual benefit obtained for the class.

1 14. The Court approves and orders payment from the Gross Settlement Amount in the
2 amount of Eight Thousand Eight Hundred Fifty Dollars and Zero Cents (\$8,850.00) to Phoenix for
3 performance of settlement administration services.

4 15. Participating Class Members will have one hundred eighty (180) calendar days from
5 the date of issuance of the check to cash or otherwise deposit their check. For any check not cashed
6 after 180 calendar days, the Settlement Administrator shall cancel the check and remit the funds to
7 the California State Controller's Office for Unclaimed Property. The Settlement Administrator shall
8 inform the Parties regarding the status of any uncashed checks at the conclusion of the 180-calendar
9 day check cashing period, including the amount at issue.

10 16. Effective on the date when Defendants fully funds the entire Gross Settlement Amount
11 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
12 Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as
13 follows: Each and every Class Member, on behalf of themselves and their respective former and
14 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, unless he or
15 she has submitted a timely and valid Request for Exclusion (which will not effectuate an optout from
16 the release of Released PAGA Claims), hereby releases Released Parties from the following claims
17 for the entire Class Period: Any and all claims stated in the Operative Complaints, or that could have
18 been stated based on the facts alleged in the Operative Complaints, implicitly or explicitly, including
19 but not limited to state wage and hour claims (including all claims under the California Labor Code
20 and Industrial Welfare Commission Wage Orders) for unpaid wages, minimum wage, overtime, meal
21 periods, rest periods, wage statement violations, failure to indemnify for expenditures or losses in
22 discharge of duties, interest, penalties, and attorneys' fees, waiting time penalties, withholding from
23 wages and the related provisions of the Labor Code including but not limited to Labor Code §§ 201-
24 204, 216, 218.6, 226, 226.3, 226.7, 510, 512, 516, 512.5, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,
25 1197, 1197.1, 1198, 2800, 2802, derivative claims under California Business & Professions Code §§
26 17200 et seq., and all claims under the governing Wage Order. Except as set forth in Sections 5.1,
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1 5.1.1, 5.3, and 5.4 of the Settlement Agreement, Participating Class Members do not release any other
2 claims, including claims that may not be released as a matter of law.

3 17. In addition, as to all Class Members employed during the Released PAGA Claims
4 Period, whether requesting exclusion from the Settlement or not, on behalf of themselves and their
5 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and
6 assigns, hereby releases Released Parties from the following claims for the entire PAGA Period
7 claims arising under the Private Attorneys General Act of 2004, Labor Code § 2698 et seq.: from all
8 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the
9 PAGA Period facts stated in the Operative Complaints, and the PAGA Notices, including but not
10 limited to allegations under Labor Code §§ 201, 202, 203, 204, 216, 218.6, 226, 226.3, 226.7, 510,
11 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

12 18. This Court shall retain jurisdiction with respect to all matters related to the
13 administration and consummation of the settlement, and any and all claims, asserted in, arising out
14 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
15 settlement and the determination of all controversies relating thereto.

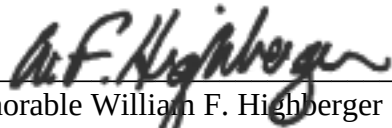
16 19. Pursuant to California Rules of Court, Rule 3.771(b), within 30 days of service of
17 notice of entry of judgment, the Settlement Administrator shall post on the Settlement Administrator's
18 website a copy of this Judgment.

19 20. The Settlement Administrator shall file a final report by 7/15/26
20 indicating the disbursements were made pursuant to the settlement.

21 21. A ~~final report~~ ^{NACR re} hearing regarding distribution of the settlement funds is set for
22 7/22/26 at 9 a.m./p.m. in Department 10 of the above-
23 captioned Court.

24 **IT IS SO ORDERED.**

25 Dated: 05/05/2025

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Honorable William F. Highberger
27 Judge of the Superior Court
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211.

On May 7, 2025, I served the foregoing documents, described as:

1. NOTICE OF ENTRY OF JUDGMENT OR ORDER

on all interested parties as follows:

Kevin Mahoney, Esq. MAHONEY LAW GROUP, APC 249 E. Ocean Blvd. Ste. 814 Long Beach, CA 90802 Telephone: (562)-590-5550 Facsimile: (562) 590-8400 Email: kmahoney@mahoney-law.net	<i>Attorney for Plaintiffs:</i> FRANCISCO ARROYO
Robert Rose, Esq. THE ROSE GROUP, APLC 9747 Businesspark Ave. Suite 213 San Diego, California 92131 Telephone: (619) 822-1088 Email: rose@rosegroup.us	<i>Attorney for Defendant:</i> GP MERGER SUB, INC. and NEW GLASPRO, INC.:

- ☒ **(VIA CASE ANYWHERE)** I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses maintained and transmitted by CASE ANYWHERE.
- ☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed May 7, 2025, at Beverly Hills, California.

/s/ K. Alondra Iglesias
Alondra Iglesias