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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ROBERTO HERNANDEZ, individually, and
on behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

MAR-CONE APPLIANCE PARTS CO., an
unknown business entity; and DOES 1 through
100, inclusive,

Defendant.

Case No. 34-2020-00281810-CU-OE-GDS

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: December 12, 2025
Time: 9:00 a.m.
Department: 23

Complaint Filed: July 15, 2020
FAC Filed: September 3, 2020
SAC Filed: December 3, 2020
Trial Date: None Set

1 Plaintiff Adilene Vega-Felix's ("Plaintiff") Motion for Final Approval of Class Action
2 Settlement, Attorneys' Fees and Costs, and Enhancement Payment ("Motion") came on for
3 hearing on August 22, 2025 at 9:00 a.m. in Department 23 of the above-entitled Court, located at
4 720 Ninth Street, Sacramento, California 95814. Lawyers *for* Justice, PC appeared on behalf of
5 Plaintiff, and Husch Blackwell LLP appeared on behalf of Defendant Mar-Cone Appliance Parts
6 Co. ("Defendant").

7 On June 24, 2025, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
9 settlement of the above-entitled action in accordance with the Third Amended Joint Stipulation of
10 Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement
11 Agreement"), which sets forth the terms and conditions for settlement of the above-captioned
12 action ("Action").

13 Due and adequate notice having been given to all Class Members as required in the
14 Preliminary Approval Order, and the Court having considered the Settlement Agreement,
15 Plaintiff's Motion and all documents submitted in support thereof, all papers filed and
16 proceedings had herein, and otherwise being fully informed and good cause appearing therefore,

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

- 18 1. The Motion is granted in its entirety.
- 19 2. Pursuant to California law, the Court hereby grants final approval of the
20 Settlement Agreement. The Settlement Agreement is hereby deemed incorporated into this Final
21 Approval Order and Judgment. This Final Approval Order and Judgment incorporates by
22 reference the definitions in the Settlement Agreement and Preliminary Approval Order, and all
23 capitalized terms used, but not defined, herein shall have the same meanings as in the Settlement
24 Agreement and Preliminary Approval Order.
- 25 3. This Court has jurisdiction over the subject matter of the Action, all Parties to the
26 Action, and all Class Members as it pertains to the Action and claims asserted in the Action.
- 27 4. The Court finds that the requirements of California Code of Civil Procedure
28 section 382 and California Rules of Court, Rule 3.769, *et seq.* have been satisfied with respect to

1 the Class and the Settlement Agreement. The Court hereby makes its earlier provisional
2 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order,
3 final. The Class is hereby defined to include:

4 All current and former hourly-paid or non-exempt employees who worked for
5 Defendant at Defendant's locations in California at any time during the Class
6 Period and who received at least one paycheck during the Class Period from
7 Defendant ("Class" or "Class Members").¹

8 5. The aggrieved employees for purposes of the PAGA Settlement are hereby defined
9 to consist of the following individuals:

10 All current and former hourly-paid or non-exempt employees who worked for
11 Defendant at Defendant's locations in California at any time during the PAGA
12 Period and who received at least one paycheck during the PAGA Period from
13 Defendant ("Aggrieved Employees").²

14 6. The Court hereby confirms Lawyers *for* Justice, PC as counsel for the Class.

15 7. The Court concludes that distribution of the Notice of Class Action Settlement
16 ("Class Notice") to the Class Members as set forth in the Settlement Agreement and the other
17 matters set forth therein has been completed in conformity with the Preliminary Approval Order,
18 and constituted the best notice practicable under the circumstances. The Court concludes that the
19 Settlement Administrator, Simpluris, Inc., took all reasonable and necessary steps to locate and
20 notify each Class Member of the Settlement Agreement, as required in the Preliminary Approval
21 Order. The Class Notice fully and accurately informed the Class of all material elements of the
22 Settlement and their opportunity to object or comment thereon; was the best notice practicable
23 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied
24 fully with the laws of the State of California, Federal Rules of Civil Procedure, the United States
25 Constitution, due process, and other applicable law. The Class Notice fairly and adequately
26 described the Settlement and provided Class Members with adequate instructions and a variety of
27 means to obtain additional information.

28 //

¹ Settlement Agreement, ¶ 6(e). "Class Period" is defined as the period from September 18, 2014 through January 3, 2021. See *id.*, ¶ 6 (g).

² *Id.*, ¶ 6(b). "PAGA Period" is defined as the period from May 7, 2019 through January 3, 2021. See *id.*, ¶ 6 (y).

1 8. The Court hereby finds the Agreement was entered into in good faith pursuant to
2 and within the meaning of California Code of Civil Procedure section 877.6. For the reasons set
3 forth in the Preliminary Approval Order, and in the proceedings at the Final Approval Hearing,
4 which are adopted and incorporated herein by reference, the Court further finds that Plaintiff has
5 satisfied the standards and applicable requirements for final approval of this class action
6 settlement under California law, including the provisions of California Code of Civil Procedure
7 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
8 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

9 9. The Court finds that the Settlement is, in all respects, fair, adequate, and
10 reasonable, and in the best interests of the Class as a whole. More specifically, the Court finds
11 that the Settlement was reached following meaningful formal and informal discovery and
12 investigation by Class Counsel; that the Settlement is the product of intensive, serious, and non-
13 collusive arms-length negotiations between the parties; and that the terms of the Settlement are in
14 all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the
15 evidence presented, including evidence regarding the strength of Plaintiff's claims, Defendant's
16 potential exposure; the risk, expense, complexity, and delay associated with further litigation; the
17 risk of maintaining Plaintiff's claims through class certification, trial, and appeals; the amount
18 offered in the Settlement and the benefit provided to Class Members, Aggrieved Employees, and
19 the State of California; the extent of investigation and formal and informal discovery completed;
20 the experience and views of Class Counsel; and the absence of objections to the Settlement, as
21 well as other relevant factors. Accordingly, the Court hereby directs that the Settlement be
22 affected in accordance with the Settlement Agreement and the terms and conditions set forth in
23 this Final Approval Order and Judgment.

24 10. A full opportunity has been afforded to Class Members to participate in the Final
25 Approval Hearing, and all persons wishing to be heard have been heard. Accordingly, the Court
26 hereby orders that all Class Members who did not submit a valid and timely Request for
27 Exclusion from the Class Settlement ("Settlement Class Members") are bound by the Class
28 Settlement and by this Final Approval Order Judgment.

1 11. The Court hereby finds that zero (0) Class Members submitted timely and valid
2 Requests for Exclusion from the Class Settlement. Accordingly, 185 Settlement Class Members
3 are bound by this Judgment.

4 12. The Court hereby finds that there have been zero (0) objections to the Class
5 Settlement.

6 13. Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff
7 and all Class Members who do not submit a valid and timely Request for Exclusion from the
8 Class Settlement (i.e., Settlement Class Members) will be deemed to have fully, finally and
9 forever released, settled, compromised, relinquished, and discharged the Released Parties of all
10 Released Class Claims, meaning all claims asserted or that could have been asserted based on facts
11 alleged in the Operative Complaint, arising during the Class Period, including Defendant's
12 alleged violation of the California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,
13 512(a), 551, 1174(d), 1194, 1197, 1198, 2800, and 2802, Industrial Welfare Commission
14 Wage Orders, and California Business and Professions Code section 17200, *et seq.* for failure to
15 pay overtime wages, failure to pay minimum wages, failure to provide meal periods and
16 associated premium pay, failure to provide rest periods and associated premium pay, failure to
17 timely pay wages during employment, failure to timely pay wages upon termination of
18 employment, failure to provide compliant wage statements, and failure to maintain complete and
19 accurate payroll records, and failure to reimburse business expenses. Upon cashing their
20 Individual Settlement Payment checks, FLSA Settlement Class Members will be deemed to have
21 fully, finally, and forever released, settled, compromised, relinquished, and discharged the
22 Released Parties of all Released FLSA Claims, meaning all claims under the Fair Labor Standards
23 Act, 29 U.S.C. §§ 206 and 207, based on the factual allegations set forth in the Operative
24 Complaint, including, but not limited to: claims for failure to pay minimum wages, overtime
25 wages, injunctive relief, punitive damages, liquidated damages, penalties of any nature, interest,
26 fees, and costs.

27 14. Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff
28 and all Aggrieved Employees will be deemed to have fully, finally, and forever released, settled,

1 compromised, relinquished, and discharged the Release Parties of all Released PAGA Claims,
2 meaning any and all claims for civil penalties under the Private Attorneys General Act (California
3 Labor Code § 2698, *et seq.*) arising out of the facts alleged in the Operative Complaint and the
4 LWDA Letter, arising during the PAGA Period, for failure to pay overtime wages, failure to
5 provide compliant meal period and associated premiums, failure to provide compliant rest periods
6 and associated premiums, failure to pay minimum wages, failure to timely pay wages upon
7 termination, failure to timely pay wages during employment, failure to provide compliant wage
8 statement, failure to keep requisite payroll records, failure to reimburse necessary business
9 expenses.

10 15. In addition, upon the Effective Date and full funding of the Total Settlement
11 Amount, Plaintiff will be deemed to have fully released and discharged the Released Parties of
12 and from all claims arising from Plaintiff's employment with Defendant, separation of
13 employment from Defendant, and any acts that have or could have been asserted in any legal
14 action or proceeding against Defendant, whether known or unknown, arising under any federal,
15 state, or local law, or statute, including, *inter alia*, those arising under the California Labor Code,
16 Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of
17 1964, Employee Retirement Income Security Act, National Labor Relations Act, California
18 Corporations Code, California Business and Professions Code, California Fair Employment and
19 Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for
20 discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other
21 employment compensation, emotional distress, medical expenses, other economic and non-
22 economic damages, attorney fees, and costs, arising on or before the date on which the Settlement
23 is executed. Plaintiff has expressly waived all rights and benefits afforded by California Civil
24 Code Section 1542, which provides:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
26 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
27 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
28 KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR
HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

1 16. The Court finds the settlement payments provided for under the Agreement to be
2 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement,
3 the Court orders Defendant to fund the Total Settlement Amount of \$780,000.00. Within fifteen
4 (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties
5 with an accounting of the amounts to be paid by Defendant pursuant to the terms of the
6 Settlement Agreement. Within forty-five (45) calendar days of the Effective Date, Defendant will
7 make a one-time deposit of the Total Settlement Amount plus Defendant's employer share of
8 taxes and contributions on the wages portion of Individual Settlement Shares into a settlement
9 account to be established by the Settlement Administrator. Within seven (7) calendar days of the
10 funding of Total Settlement Amount plus Defendant's employer share of taxes and contributions
11 on the wages portion of Individual Settlement Shares, the Settlement Administrator will issue
12 payments due under the Settlement and approved by the Court, as follows: (a) Individual
13 Settlement Payments to Settlement Class Members, (b) Individual PAGA Payments to Aggrieved
14 Employees, (c) LWDA Payment to the Labor and Workforce Development Agency, (d)
15 Enhancement Payment to Plaintiff, and (e) Attorneys' Fees and Costs to Class Counsel. The
16 Settlement Administrator will also issue a payment to itself for Court-approved Settlement
17 Administration Costs.

18 17. Pursuant to the terms of the Agreement, and the authorities, evidence, and
19 argument submitted by Class Counsel, the Court hereby awards attorneys' fees in the amount of
20 \$273,000.00, and awards litigation Costs and Expenses to Class Counsel in the amount of
21 \$35,488.67 from the Total Settlement Amount.

22 18. The Court hereby approves and orders an Enhancement Payment of \$6,000.00 to
23 Plaintiff Roberto Hernandez from the Total Settlement Amount in accordance with the terms of
24 the Agreement.

25 19. The Court finds that the settlement of the Released PAGA Claims for \$50,000.00,
26 which is designated and allocated as penalties under the California Labor Code Private Attorneys
27 General Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court
28 further approves allocation and payment of the PAGA Penalties as follows: \$37,500.00 (75% of

1 \$50,000.00) to the California Labor and Workforce Development Agency, and \$12,500.00 (25%
2 of \$50,000.00) to Aggrieved Employees on a *pro rata* basis as set forth in the Settlement
3 Agreement. One hundred percent (100%) of the amounts distributed to Aggrieved Employees as
4 penalties under PAGA shall be reported on an IRS Form-1099

5 20. The Court also hereby approves and orders payment from the Total Settlement
6 Amount for actual Settlement Administration Costs incurred by the Settlement Administrator,
7 Simpluris, Inc., in the amount of \$6,521.35.

8 21. The Court also hereby approves and orders that any checks distributed from the
9 Total Settlement Amount that remain uncashed after one hundred and twenty (120) calendar days
10 after being issued shall be void. All funds associated with such canceled checks will be
11 transmitted, pursuant to California Code of Civil Procedure Section 384, to Legal Aid at Work as
12 the *cy pres* recipient. The Parties each represent that they do not have any significant affiliation or
13 involvement with the *cy pres* recipient.

14 22. Without affecting the finality of this Final Approval Order and Judgment, the
15 Court shall retain continuing jurisdiction over this Action and the Parties, including all Class
16 Members and Aggrieved Employees, and over all matters pertaining to the implementation and
17 enforcement of the terms of the Agreement pursuant to California Rule of Court 3.769(h) and
18 California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any
19 disputes or controversies arising with or with respect to the interpretation, enforcement, or
20 implementation of the Settlement Agreement shall be presented to the Court for resolution.

21 23. A Final Accounting and Compliance Hearing shall be held on
22 _____ at _____ a.m./p.m. in Department 23. Class Counsel Class
23 Counsel shall submit a final report from the Settlement Administrator regarding the funding and
24 disbursement of the Settlement by _____.

25 24. Plaintiff shall file a formal notice of entry of this Final Approval Order and
26 Judgment and submit a copy to the LWDA.

27 25. Individualized notice of this Final Approval Order and Judgment is not required.
28 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on the

1 Settlement Administrator's website within three (3) business days of receipt of the Final Approval
2 Order and Judgment, and it shall be posted for a period of at least sixty (60) calendar days.

3
4 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY**

5
6 Dated: _____

Judge of the Superior Court