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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO

EDUARDO GONZALEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

GUARDIAN INDUSTRIES, LLC, a Delaware
Limited Liability Corporation; and DOES 1
through 100,

Defendants.

Case No. 19CECG02134

*[Assigned for all purposes to the Hon. Jon
M. Skiles, Dept. 502]*

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

Date: April 26, 2023

Time: 3:30 p.m.

Dept: 502

Action Filed: June 20, 2019

Trial Date: None Set

1 Plaintiff Eduardo Gonzalez's ("Plaintiff") Motion for Final Approval of Class Action
2 Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement Payment ("Final
3 Approval Motion") came on regularly for hearing before this Court on April 26, 2023, at 3.30
4 p.m., pursuant to California Rule of Court 3.769 and this Court's prior Order Granting Preliminary
5 Approval of Class Action Settlement. Having considered the parties' Stipulation of Settlement
6 ("Settlement"), attached as Exhibit 2 to the Schmidt Declaration filed on September 9, 2022, and
7 the documents and evidence presented in support thereof, and recognizing the sharply disputed
8 factual and legal issues involved in this case, the risks of further prosecution, and the substantial
9 benefits to be received by the Settlement Class, as defined herein, pursuant to the Settlement, the
10 Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate,
11 and is the product of good faith, arm's-length negotiations between the parties. Good cause
12 appearing therefor, the Court hereby GRANTS Plaintiff's Final Approval Motion and HEREBY
13 ORDERS THE FOLLOWING:

14 1. Final judgment is hereby entered in conformity with the Settlement and this Final
15 Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus
17 certifies, for purposes of the Settlement, the following Settlement Class:

18 All current and former non-exempt hourly employees of Defendant
19 Guardian Industries, LLC ("Defendant") in the State of California
20 from June 20, 2015, through May 27, 2020 (the "Class Period")

21 3. Plaintiff Eduardo Gonzalez is hereby confirmed as Class Representative. Paul K.
22 Haines, Fletcher Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC are hereby
23 confirmed as Class Counsel.

24 4. Notice was mailed to the Settlement Class members in English and Spanish in the
25 form attached as Exhibit 3 to the Schmidt Declaration filed on September 9, 2022, and was
26 approved by this Court on October 25, 2022. The notice process has been completed in conformity
27 with the Settlement and with this Court's orders. The notice provided due and adequate notice of
28 the proceedings and matters set forth therein, informed Settlement Class members of their rights,

and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

5. The Court finds that no individuals objected to the Settlement. The Court finds that no individuals elected to opt-out of the Settlement Class and that the 100% participation rate supports final approval.

6. The Court hereby approves the Settlement and finds the terms fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to its terms.

7. For purposes of settlement only, the Court finds that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the members of the Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the Settlement Class.

8. All Settlement Class members, by virtue of this Judgment, will fully release and discharge Defendant and its respective predecessors, successors, and assigns, parent companies, subsidiaries, affiliates, shareholders, members, agents, investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees ("Defendant's Releasees") from all claims that have been asserted in the Fresno County Superior Court matter, titled *Eduardo Gonzalez, et al. v. Guardian Industries, LLC*, Case No. 19CECG02134 (the "Lawsuit"), or which could have been asserted in the Lawsuit during the Class Period (subject to administrative exhaustion to the California Labor & Workforce Development Agency ("LWDA") and amendment to add PAGA claims), including but not limited to: failure to pay all minimum wages (Labor Code §§ 1182.12, 1194, 1194.2, 1197); failure to pay all overtime wages (Labor Code §§ 204, 510, 558, 1194, 1198); failure to provide all meal periods (Labor Code §§ 226.7, 512, 558); alleged violations of Business and Professions

Code § 17200 *et seq.*); failure to pay all wages owed to employees upon their separation of employment (Labor Code §§ 201-203, 204, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197 .1, 1198); and civil penalties pursuant to PAGA (Labor Code § 2698 *et seq.*). The release includes all associated claims (based on the same facts and circumstances as alleged in the Lawsuit and subject to administrative exhaustion to the LWDA and amendment to add PAGA claims) for restitution and other equitable relief, liquidated damages, punitive damages, attorneys' fees and costs, and other civil penalties (collectively the "Released Claims"). The time period covered by this release is June 20, 2015 through May 27, 2020. The release will become effective upon the court's order granting final approval of the settlement (the "Effective Date").

9. The Court finds that given the absence of objections, and objections being a prerequisite to appeal, this Order will be considered final as of the date it is signed by this Court.

10. The Court orders that within 30 calendar days of the date of this Order, Defendant shall deposit the Maximum Settlement Amount of \$500,000.00 with the Settlement Administrator as provided for in the Settlement.

11. The Court finds that the Individual Settlement Payments are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute these payments in conformity with the terms of the Settlement.

12. The Court finds that the payment to the State of California Labor and Workforce Development Agency ("LWDA") in the amount of \$22,500.00 for its 75% share of civil penalties under the California Labor Code Private Attorneys General Act ("PAGA") is fair, reasonable and adequate, and orders the Settlement Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement.

13. The Court finds that the Class Representative Enhancement Payment in the amount of \$5,000.00 to Plaintiff is appropriate in recognition of the risks undertaken by Plaintiff and for Plaintiff's service to the Settlement Class; for the amount of time and effort spent by Plaintiff as the Class Representative; for Plaintiff's general release of claims provided as part of the Settlement Agreement; and for serving the interests of the Class Members. The Court finds

1 that this amount is fair, reasonable, and adequate, and orders that the Settlement Administrator
2 make this payment in conformity with the terms of the Settlement.

3 14. The Court finds that attorneys' fees in the total amount of \$166,666.67, and actual
4 litigation costs of \$42,614.62, are fair, reasonable, and adequate in light of the common fund
5 provided for the benefit of the Settlement Class, and orders that the Settlement Administrator
6 distribute these payments to Class Counsel in conformity with the terms of the Settlement. The
7 Court finds that the time devoted to the matter by Class Counsel was reasonably necessary in the
8 investigation and prosecution of this action and that the fees are appropriately awarded in light of
9 the benefit provided to the Settlement Class by Class Counsel's efforts.

10 15. The Court designates Phoenix Settlement Administrators as the Settlement
11 Administrator and finds that \$10,000.00 from the Maximum Settlement Amount appropriate as
12 payment for work done and to be done until the completion of this matter.

13 16. The Settlement Administrator will prepare a final accounting declaration detailing
14 disbursement of the Maximum Settlement Amount in accordance with the Settlement Agreement
15 and this Order, the total amount paid to settlement class members, and the number and amount of
16 uncashed checks. The report will be filed no later than January 26, 2024. A Final Accounting
17 Hearing will be held on February 5, 2024, at 3:30 p.m. in Department 502, or as soon thereafter
18 as is convenient for the Court.

19 17. Pursuant to California Code of Civil Procedure § 664.6 and Rule 3.769(h) of the
20 California Rules of Court, the Court will retain jurisdiction over this action and the Parties until
21 final performance of the Settlement Agreement.

22 18. This document will constitute a final judgment pursuant to California Rule of
23 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final
24 approval hearing, the court must make and enter judgment. The judgment must include a
25 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
26 judgment. The court may not enter an order dismissing the action at the same time as, or after,
27 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final
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1 Approval Order, and this Judgment, pursuant to California Rule of Court 3.769(h) and California
2 Code of Civil Procedure § 664.6.

3 **IT IS SO ORDERED.**

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5 Dated: _____, 2023

6 Honorable Jon. M. Skiles
7 Judge of the Superior Court
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