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

JANELE ALDANA, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

DAL-TILE SERVICES, INC., a Delaware
corporation; MOHAWK INDUSTRIES, INC., a
Delaware corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. RG20071668

[Hon. Evelio Grillo, Department 21]

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

Date: August 15, 2023
Time: 10:00 a.m.
Department: 21

Reservation ID: 756487160578

Complaint Filed: August 25, 2020

1 On or about July 24, 2023, Plaintiff, Janele Aldana, filed a motion for an Order Granting Final
2 Approval of Class Action Settlement, and on August 15, 2023, a hearing was held on this matter.

3 The Court has considered the papers and evidence, including the Amended Joint Stipulation of
4 Class Action Settlement (“Agreement”), the arguments of counsel, and all other matters presented to the
5 Court regarding final approval of the settlement, approval of requested allocations from the settlement
6 fund, and entry of final judgment.

7 **I. Recital**

8 On August 25, 2020, Plaintiff, Janele Aldana, filed this class and Labor Code Private Attorneys
9 General Act of 2004 (“PAGA”) action against Defendants Dal-Tile Services, Inc. and Mohawk
10 Industries, Inc. The lawsuit alleges Defendant failed to furnish lawful wage statements. Specifically,
11 Plaintiff alleges that employees are furnished wage statements that fail to show the pay period start date.
12 Plaintiff also alleges that non-exempt employees who are paid overtime or meal period premiums are
13 furnished wage statements that fail to show the total hours worked. Defendants deny the allegations.

14 **A. Class Members**

15 The Class is defined to include: (i) any current or former exempt employee of Defendants in the
16 State of California who at any time during the Class Period received wage statements that did not
17 include the pay period start date and (ii) any current or former non-exempt employee of Defendants in
18 the State of California who at any time during the Class Period received wage statements that either did
19 not include the pay period start date or showed overtime or meal period premiums hours that resulted in
20 an inaccurate total hours worked. The Class Period is from April 6, 2019, through November 29, 2022.
21 All Class Members are also Aggrieved Employees. The PAGA Period is the same as the Class Period.

22 **B. Operation of the Settlement**

23 Pursuant to the Court’s April 21, 2023 Preliminary Approval Order, the Court conditionally
24 certified the Class and granted preliminary approval to the settlement. The Preliminary Approval Order
25 also approved of the proposed forms of notice to the Class. The Court entered the Preliminary Approval
26 Order after review and consideration of all of the pleadings filed in connection herewith, and the oral
27 presentations made by counsel at the hearing. In compliance with the Preliminary Approval Order, the
28

1 Notice of Class Action Settlement (“Class Notice”) was sent to all Class Members via first class mail.
2 The notice process was timely completed.

3 **II. Finding**

4 This Court finds that the Agreement appears to be the product of serious, informed, non-
5 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment
6 to any individuals. The Court further finds that the Agreement is fair, adequate, and reasonable and that
7 Plaintiff has satisfied the standards for final approval of a class action settlement under California law.
8 Under the provisions of California Code of Civil Procedure section 382 and Rule 23 of the Federal
9 Rules of Civil Procedure, as approved for use in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971),
10 the trial court has discretion to certify a class where:

11 [Q]uestions of law or fact common to the members of the class predominate over any questions
12 affecting only individual members, and that a class action is superior to the available methods for
the fair and efficient adjudication of the controversy

13 FED. R. CIV. PROC. 23.

14 Certification of a settlement class is the appropriate judicial device under these circumstances.

15 **III. Order**

16 Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

17 1. For purposes of this Order, the Court adopts all defined terms as set forth in the
18 Agreement.

19 2. The Court has jurisdiction over the subject matter of the litigation, the Class
20 Representative, Settlement Class Members, and Defendant.

21 3. The Court finds that the dissemination of the Class Notice to the Class Members by the
22 appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice
23 practicable under the circumstances to all Class Members, and fully met the requirements of California
24 law and due process under the State and Federal Constitutions.

25 4. The Court approves the settlement of the above-captioned action, as set forth in the
26 Agreement, as fair, adequate, and reasonable to the Parties and Class Members. The Parties are directed
27 to perform in accordance with the terms set forth in the Agreement.
28

1 5. Except as otherwise provided in the Agreement, the Parties are to bear their own costs
2 and attorneys' fees.

3 6. The Court hereby certifies the following Class: (i) all current or former exempt
4 employees of Defendants in the State of California who at any time from April 6, 2019, through
5 November 29, 2022, received wage statements that did not include the pay period start date, and (ii) all
6 current or former non-exempt employees of Defendants in the State of California who at any time from
7 April 6, 2019, through November 29, 2022, received wage statements that either did not include the pay
8 period start date or showed overtime or meal period premiums hours that resulted in an inaccurate total
9 hours worked.

10 7. With respect to the Class and for purposes of approving the settlement only and for no
11 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so
12 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to
13 the Class, and there is a well-defined community of interest among members of the Class with respect to
14 the subject matter of the non-exempt claims in the Action; (c) the claims of Class Representative are
15 typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately
16 protected the interests of the members of the Class; (e) a class action is superior to other available
17 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
18 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in her individual and
19 representative capacities and for the Class.

20 8. Within 14 days after the Effective Date as defined in the Agreement, Defendant shall
21 deposit the Gross Settlement Amount of \$1,575,000.00 with the Administrator, pursuant to the terms of
22 the Agreement.

23 9. Subject to the holdback in Paragraph 10, the Administrator shall pay from the Gross
24 Settlement Amount:

- 25 • to Class Counsel attorneys' fees in the amount of \$525,000.00 and reimbursement of
- 26 costs in the amount of \$11,368.85;
- 27 • to Class Representative Janele Aldana for her unique services to the Class, and as
- 28 consideration for the execution of a general release, the amount of \$10,000.00;

- to the California Labor and Workforce Development Agency the amount of \$120,000.00 for its 75% share of PAGA Penalties; and
- to Phoenix Settlement Administrators the amount of \$11,500.00 for its fees and costs in administering the settlement.

10. The Court finds that these amounts are fair and reasonable. The Administrator is directed to make such payments in accordance with the terms of the Agreement, with the exception of 10% of the \$525,000.00 in attorneys' fees, or \$52,500.00, which shall remain on deposit with the Administrator until the completion of the settlement distribution process and the Court approves a final accounting.

11. The Court hereby orders the parties to implement the terms of the Agreement, including payment of the Individual Settlement Payment and Individual PAGA Payment amounts, which shall be distributed by the Administrator pursuant to the terms of the Agreement, after allocation of the amounts set forth in Paragraph 9.

12. A compliance hearing is set for [May 7, 2024], at 10:00 a.m. in Department 21 of this Court. At least 16 days prior to the compliance hearing, Plaintiff shall file a declaration from the Administrator establishing the status of distribution of settlement funds along with a proposed amended judgment that conforms to Code of Civil Procedure section 384. If the Court approves the final accounting, it will approve an amended judgment and order the release of the holdback of 10% of the attorneys' fees and payment of any unclaimed funds to the Code of Civil Procedure section 384 beneficiary identified by the Agreement.

13. All Class Members who did not opt out of the Settlement shall be bound by the releases provided in the Agreement. The LWDA shall be bound by the PAGA releases provided in the Agreement. The Class Representative shall be bound by the additional general releases provided in the Agreement.

IV. Judgment

14. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the

1 Parties, including all Settlement Class Members, for purposes of enforcing and interpreting this Order
2 and the Settlement.

3 15. Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as of the
4 filing of this judgment. This judgment makes no finding of any violation of the Labor Code, liability, or
5 other wrongdoing. None of the settlement or any of its terms, the order approving the settlement, or this
6 judgment are an admission of any liability or finding of any violation of the Labor Code.

7 **IT IS SO ORDERED AND ADJUDGED.**

8 DATED: _____, 2023

THE HONORABLE EVELIO GRILLO