

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Bernal vs. Horizon Lighting, Inc.

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE**

CASE NUMBER:
30-2020-01125687-CU-OE-CXC

I certify that I am not a party to this cause. I certify that the following document(s), Judgment dated 12/02/21, have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from Orange County Superior Court email address on December 2, 2021, at 3:05:48 PM PST. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
BWHEELER@AALRR.COM

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
TKOVACICH@AALRR.COM

HAINES LAW GROUP, APC
PHAINES@HAINESLAWGROUP.COM

HAINES LAW GROUP, APC
SSHIM@HAINESLAWGROUP.COM

HAINES LAW GROUP, APC
TKOROBKIN@HAINESLAWGROUP.COM

Clerk of the Court, by:



, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Tuvia Korobkin (SBN 268066)
tkorobkin@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff Inskip, Settlement
Class Members, and Aggrieved Employees

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

DEC 02 2021

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

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

WILMER BERNAL and AARON INSKEEP,
as individuals and on behalf of all others
similarly situated,

Plaintiffs,

vs.

HORIZON LIGHTING, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No. 30-2020-01125687-CU-OE-CXC

CLASS ACTION

*[Assigned to the Hon. Randall J. Sherman,
Dept. CX-105]*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF INSKEEP'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: November 19, 2021
Time: 10:00 a.m.
Dept.: CX-105

1

2

3

1

1

1

1 notice was the best notice practicable under the circumstances. The Class Notice provided due
2 and adequate notice of the proceedings and matters set forth therein, informed Settlement Class
3 members of their rights, and fully satisfied the requirements of California Code of Civil Procedure
4 § 1781(e), California Rule of Court 3.769, and due process.

5 4. The Court finds that no Settlement Class member objected to the Settlement, and
6 no Settlement Class members elected to opt-out of the Settlement, and that the 100% participation
7 rate in the Settlement supports final approval.

8 5. The Court hereby approves the settlement as set forth in the Settlement as fair,
9 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
10 terms.

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

20 7. The Court orders that the Gross Settlement Amount in the amount of
21 \$1,400,000.00 shall be deposited by Horizon with the Settlement Administrator, Simpluris, Inc.,
22 within fifteen (15) business days of the Effective Date, as that term is defined in the Settlement.
23 As provided for in the Settlement, Horizon shall pay the employer's share of payroll taxes separate
24 from, and in addition to, the Gross Settlement Amount.

25 8. The Court orders that any Settlement Award checks that remain uncashed after
26 180 days after they are mailed shall escheat to the *cy pres* recipient, Community Legal Aid SoCal,
27 pursuant to the terms of the Settlement.

28 ///

1 9. The Court finds that the Settlement Awards, as provided for in the Settlement, are
2 fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual
3 Settlement Awards in conformity with the terms of the Settlement.

4 10. The Court finds that an Incentive Award in the amount of \$7,500.00 to Plaintiff
5 Inskeep is appropriate for his risks undertaken and service to the Settlement Class. The Court
6 finds that this award is fair, reasonable, and adequate, and orders that the Settlement
7 Administrator make this payment in conformity with the terms of the Settlement.

8 11. The Court finds that the attorneys' fees in the amount of \$476,066.67 and actual
9 litigation costs of \$11,920.61 for Class Counsel, are fair, reasonable, and adequate in light of the
10 common fund created by this litigation, and orders the Settlement Administrator to distribute
11 these payments to Class Counsel in conformity with the terms of the Settlement.

12 12. The Court finds that a payment to the Labor & Workforce Development Agency
13 ("LWDA") in the amount of \$37,500.00 for the LWDA's share of civil penalties under the Labor
14 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the
15 Settlement Administrator make this payment in conformity with the terms of the Settlement.

16 13. The Court orders that the Settlement Administrator shall be paid \$6,950.00 from
17 the Gross Settlement Amount for all of its work done and to be done until the completion of this
18 matter, and finds that sum appropriate.

19 14. The Settlement is not an admission by Horizon, nor is this Order and Final
20 Judgment a finding of the validity of any allegations or of any wrongdoing by Horizon. Neither
21 this Order and Final Judgment, the Settlement, nor any document referred to herein, nor any action
22 taken to carry out the Settlement, shall be construed or deemed an admission of liability,
23 culpability, or wrongdoing on the part of Horizon.

24 15. Upon the Effective Date occurring and the Settlement being fully funded, Plaintiff
25 Inskeep and every member of the Settlement Class shall release and discharge Horizon, including
26 its past and present divisions, d/b/a's, parents, subsidiaries, predecessors, successors, assigns, and
27 their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys,
28 insurers, representatives, and administrators (collectively, the "Released Parties" and each a

1 “Released Party” or “Releasee”) from all claims against the Released Parties that have been
2 asserted in the Action, or which could have been asserted based on the facts alleged in the Action,
3 including: (i) failure to pay minimum wages, (ii) failure to pay overtime wages, (iii) failure to pay
4 prevailing wages; (iv) failure to provide meal periods, (v) failure to authorize and permit rest
5 periods, (vi) failure to maintain or provide accurate itemized wage statements, (vii) failure to
6 timely pay final wages at termination, and (viii) any claims for or under Business & Professions
7 Code § 17200, liquidated damages, and penalties under the Labor Code Private Attorneys General
8 Act of 2004 (“PAGA”) based on any of the above claims, during the Class Period (“Released
9 Claims”).

10 16. Upon the Effective Date occurring and the Settlement being fully funded, and in
11 light of Plaintiff Inskeep’s Incentive Award, Plaintiff Inskeep shall release, in addition to the
12 Released Claims described above, all claims, whether known or unknown, under federal law or
13 state law, against the Released Parties, based on his employment with Horizon, to the extent
14 permitted by law, through the date upon which Plaintiff signed the Settlement Agreement
15 (“Plaintiff’s Released Claims”). This release includes unknown claims and Plaintiff Inskeep is
16 waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which
17 provides: “A general release does not extend to claims that the creditor or releasing party does
18 not know or suspect to exist in his or her favor at the time of executing the release and that, if
19 known by him or her, would have materially affected his or her settlement with the debtor or
20 released party.” Specifically excluded from Plaintiff’s Released Claims are any claims for
21 workers’ compensation benefits or unemployment insurance benefits, or any other claims that
22 cannot be released as a matter of law.

23 17. This document shall constitute a final judgment pursuant to California Rule of
24 Court 3.769(h) which provides, “If the court approves the settlement agreement after the final
25 approval hearing, the court must make and enter judgment. The judgment must include a
26 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
27 judgment. The court may not enter an order dismissing the action at the same time as, or after,
28

1 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, and this Final
2 Approval Order and Final Judgment.

3 18. Plaintiff Inskeep to file a final disbursement declaration on or before August 31,
4 2022.

5 **IT IS SO ORDERED.**

6
7 Dated: DECEMBER 2, 2021



Honorable Randall J. Sherman
Judge of the Superior Court