

FILED
KERN COUNTY SUPERIOR COURT
6/14/2022

BY Villalon, Maribel
DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF KERN

AARON ROMERO on behalf of
himself, all others similarly situated, and
on behalf of the general public,

Plaintiffs,

v.

VITRO FLAT GLASS, LLC; and
DOES 1-100,

Defendants.

Case No. BCV-21-101357

~~PROPOSED~~ ORDER GRANTING PLAINTIFF
AARON ROMERO'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT,
ATTORNEYS' FEES AND COSTS, CLASS
REPRESENTATIVE ENHANCEMENT PAYMENT,
ADMINISTRATION COSTS, LWDA PAYMENT,
AND ENTERING OF FINAL JUDGMENT

Date: June 14, 2022
Time: 8:30 a.m.
Judge: Hon. Bernard C. Barmann, Jr.
Division: H

Complaint Filed: June 15, 2021
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 Plaintiff's Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs,
3 Class Representative Enhancement Payment, Administration Costs, LWDA Payment, and Entering of
4 Final Judgment ("Motion for Final Approval") came before this Court, the Honorable Bernard C.
5 Barmann, Jr., presiding, on June 14, 2022. The Court having considered the papers submitted in
6 support of the Motion for Final Approval, HEREBY ORDERS AND MAKES THE FOLLOWING
7 DETERMINATIONS:

8 1. All terms used herein shall have the same meaning as defined in the Parties' Joint
9 Stipulation and Class Action Settlement Agreement ("Settlement Agreement") and the Order Granting
10 Plaintiff's Motion for Preliminary Approval of Class Action Settlement, Conditional Certification,
11 Approval of Class Notice, Setting of Final Approval Hearing Date ("Preliminary Approval Order").

12 2. The Court finds that the applicable requirements of California Code of Civil Procedure
13 section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect to the Class
14 and the settlement. The Court hereby makes final its earlier provisional certification of the Class for
15 settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby defined to
16 include all California hourly, non-exempt employees of Vitro Flat Glass, LLC in California at any
17 time during the period from October 5, 2016, to August 29, 2021 ("Class" or "Class Members").

18 3. The Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all parties to the proceeding.

20 4. The Notice of Class Action Settlement ("Class Notice") was mailed by first-class U.S.
21 mail in English and Spanish to all 328 Class Members. The Class Notice informed the Class of the
22 material terms of the settlement, of their right to receive a *pro rata* portion of the Net Settlement Fund,
23 of their right to request exclusion from the settlement, of their right to comment upon or object to the
24 settlement and to appear in person or through counsel at the Final Approval Hearing and of the date
25 set for the Final Approval Hearing. Adequate periods of time were provided by each of these
26 procedures.

27 5. In response to the Class Notice, no member of the Class submitted a written objection
28 to the settlement or stated an intention to appear at the Final Approval Hearing. No member of the

1 Class requested to be excluded from the settlement. No member of the Class submitted a dispute
2 regarding the number of workweeks credited to him or her.

3 6. The Court finds and determines that this notice procedure afforded adequate protections
4 to Class Members and provides the basis for the Court to make an informed decision regarding
5 approval of the settlement based on the Class Members' response. The Court finds and determines that
6 the Class Notice was the best notice practicable under the circumstances and satisfied the requirements
7 of law and due process.

8 7. The Court further finds and determines that the terms of the settlement are fair,
9 reasonable, and adequate to the Class and to each Class Member.

10 8. Pursuant to California law, the Court hereby grants final approval of the settlement.
11 The Court finds that the settlement was reached as a result of informed and non-collusive arm's-length
12 negotiations facilitated by a neutral mediator. The Court further finds that the Parties conducted
13 extensive investigation, research, and discovery and that their attorneys were able to reasonably
14 evaluate their respective positions. The Court also finds that settlement will enable the Parties to avoid
15 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to
16 continue to litigate the case. The Court has considered the absence of objections to and requests for
17 exclusion from the settlement, reviewed the monetary recovery provided as part of the settlement, and
18 recognizes the significant value accorded to the Class. Accordingly, the Court hereby approves the
19 terms set forth in the Settlement Agreement and finds that the settlement is, in all respects, fair,
20 adequate, and reasonable, and directs the Parties to effectuate the settlement according to its terms.

21 9. A full opportunity has been afforded to the Class Members to participate in the Final
22 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The
23 Class Members also have had a full and fair opportunity to exclude themselves from the settlement.
24 Accordingly, the Court determines that all Class Members who did not submit a timely and valid
25 request for exclusion from the settlement to the Settlement Administrator ("Participating Class
26 Members") are bound by this Order Granting Plaintiff's Motion for Final Approval of Class Action
27 Settlement, Attorneys' Fees and Costs, Class Representative Enhancement Payment, Administration
28 Costs, LWDA Payment, and Entering of Final Judgment ("Final Approval Order and Judgment").

1 10. The Court hereby confirms David Mara and Jill Vecchi of Mara Law Firm, PC, as Class
2 Counsel in this action.

3 11. The Court hereby confirms Plaintiff Aaron Romero as the Class Representative in this
4 action.

5 12. The Court finds and determines that the Individual Settlement Payments provided for
6 by the terms of the Settlement Agreement to be paid to the Participating Class Members are fair and
7 reasonable. The Court hereby grants final approval to and orders the payment of those amounts be
8 made to the Participating Class Members in accordance with the terms of the Settlement Agreement.

9 13. The Court finds and determines the Class Representative Enhancement Payment in the
10 sum of \$10,000 to Plaintiff Aaron Romero is fair and reasonable. The Court hereby orders the
11 Settlement Administrator to make the payment to the Plaintiff/Class Representative Aaron Romero in
12 the amount of \$10,000 for the Class Representative Enhancement Payment in accordance with the
13 terms of the Settlement Agreement.

14 14. The Court finds and determines that the payment to the Settlement Administrator,
15 Phoenix Settlement Administrators, in the sum of \$7,995 for its fee and expenses incurred and to be
16 incurred for the notice and settlement administration process is fair and reasonable. The Court hereby
17 orders the Settlement Administrator to make payment to itself in the amount of \$7,995 for
18 Administration Costs in accordance with the terms of the Settlement Agreement.

19 15. Pursuant to the terms of the settlement, and the authorities, evidence and argument
20 submitted by Class Counsel, the Court hereby approves of an Attorney Fee Award in the sum of
21 \$420,000 and a Cost Award of \$17,492.36 to Class Counsel. The Court finds such amounts to be fair
22 and reasonable. The Court hereby orders the Settlement Administrator to make payment to Class
23 Counsel in the amount of \$420,000 for attorneys' fees and \$17,492.36 for litigation expenses in
24 accordance with the terms of the Settlement Agreement.

25 16. The Court finds and determines that the payment to the Labor and Workforce
26 Development Agency ("LWDA"), in the sum of \$56,250 (which is 75% of the \$75,000 allocated to
27 claims under the Private Attorneys General Act of 2004 ("PAGA")), is fair and reasonable. The Court
28 hereby orders the Settlement Administrator to make the payment to the LWDA in the amount of

1 \$56,250 for the PAGA payment in accordance with the terms of the Settlement Agreement.

2 17. Neither Defendant nor any related persons or entities shall have any further liability for
3 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
4 provided for by the Settlement Agreement.

5 18. The Court finds and determines that the release contained in the Settlement Agreement
6 is appropriate and shall bind all Participating Class Members.

7 19. Nothing in this Final Approval Order and Judgment shall preclude any action to enforce
8 the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Final Approval Order
9 and Judgment, including the requirement that Defendant make payments to Settlement Class Members
10 in accordance with the Settlement Agreement.

11 20. The Court finds and determines that nothing in the Settlement Agreement or this Final
12 Approval Order and Judgment (1) is intended or will be construed as an admission of liability or
13 wrongdoing by Defendant or (2) may be offered in evidence against Defendant (other than solely in
14 connection with this settlement).

15 21. The Court hereby enters final judgment in this action in accordance with the terms of
16 the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and Judgment.

17 23. The Parties shall bear their own costs and attorneys' fees except as otherwise provided
18 for by the Settlement Agreement and this Final Approval Order and Judgment.

19 24. Without affecting the finality of this Final Approval Order and Judgment in any way,
20 the Court retains jurisdiction of all matters relating to the interpretation, administration,
21 implementation, effectuation and enforcement of this order and the Settlement.

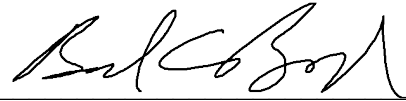
22 **JUDGMENT**

23 25. This Final Approval Order and Judgment shall constitute a judgment for purposes of
24 California Rule of Court 3.769(h). In accordance with, and for the reasons stated in this Final Approval
25 Order and Judgment, judgment shall be entered within the meaning and for purposes of Code of Civil
26 Procedure sections 577, 904.1(a), and California Rules of Court 3.769 and 8.104 whereby the Named
27 Plaintiff/Class Representative and all Settlement Class Members shall take nothing from Defendant
28 except as expressly set forth in the Settlement Agreement, in conjunction with Plaintiff's Motion for

1 Preliminary Approval of the Class Action Settlement. The Court, pursuant to California Rule of Court
2 3.769(h), shall retain jurisdiction over the Parties to enforce the terms of the judgment.

3 **IT IS SO ORDERED.**

4
5 Dated: Signed: 6/14/2022 09:20 AM



Honorable Bernard C. Barmann, Jr.
Superior Court Judge BCV-21-101357