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BRANDON E. RILEY, CLERK

BY [Signature] DEPUTY

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on behalf of all other similarly situated employees

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

HECTOR LEON, individually and on behalf
of all other similarly situated employees,

Plaintiff,

vs.

GOLDEN BAY FENCE PLUS IRON
WORKS, INC., a California Corporation;
PAUL CHAVEZ, an individual; NICHOLAS
CHAVEZ, an individual; and DOES 1 to 100,
inclusive,

Defendants.

Case No. STK-CV-UOE-2021-0000543

CLASS ACTION

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

Date: July 19, 2022
Time: 9:00 a.m.
Dept.: 11B
Judge: Hon. Roger T. Waters

Filed: January 22, 2021
Trial Date: None Set

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The above-referenced class action ("Action") having come before the Court on July 19, 2022, in
Department 11B before the Honorable Roger T. Waters, presiding for a hearing and Order Granting
Final Approval of Class Action and PAGA Settlement and Judgement ("Final Order"), consistent with
the Court's Preliminary Approval Order ("Preliminary Approval Order"), filed and entered January 25,
2022, and as set forth in the Joint Stipulation of Settlement and Release Between Plaintiff and
Defendants ("Stipulation") in the Action, and due and adequate notice having been given to all Class
Members as required in the Preliminary Approval Order, and the Court having considered all papers

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1 filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore,
2 it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

3 1. All terms used herein shall have the same meaning as defined in the Stipulation.

4 2. Consistent with the definitions provided in the Stipulation, the term "Settlement Class"
5 and "Class Members" shall mean the following: all persons employed by Defendants as non-exempt
6 employees in California between January 22, 2017, and January 25, 2022. The Settlement Class,
7 however, shall not include any person who previously settled or released the claims covered by this
8 Settlement, any person who previously was paid or received awards through civil or administrative
9 actions for the claims covered by this Settlement, or any person who submitted a timely and valid
10 Request for Exclusion as provided in this Settlement. The "Class Period" shall be January 22, 2017,
11 through January 25, 2022. For purposes of the Settlement and this Final Order, "Released Parties" as
12 referenced herein and as released in the Settlement shall collectively mean: (i) Golden Bay Fence Plus
13 Iron Works, Inc., Paul Chavez, and Nicholas Chavez ("Defendants"); (ii) each of Defendants' respective
14 past, present and future parents, subsidiaries and affiliates; (iii) the past, present and future partners,
15 shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, successors and
16 assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any
17 of the foregoing. The term "Action" shall mean this class action.

18 3. This Court has jurisdiction over the subject matter of this Action and over all Parties to
19 this Action, including all Class Members.

20 4. Distribution of the Notice and the Claim Form directed to the Class Members as set forth
21 in the Stipulation and the other matters set forth therein has been completed in conformity with the
22 Preliminary Approval Order, including notice to all Class Members who could be identified through
23 reasonable effort, is the best notice practicable under the circumstances. The Notice provided due and
24 adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement
25 set forth in the Stipulation, to all persons entitled to such Notice, and the Notice fully satisfied the
26 requirements of due process. All Class Members and all Released Claims are covered by and included
27 within the Settlement and this Final Order.

28 //

1 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and
2 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that
3 the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards and
4 applicable requirements for final approval of this class action settlement under California law, including
5 the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure
6 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800,
7 821.

8 6. The Court hereby approves the Settlement set forth in the Stipulation and finds that the
9 Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the
10 Settlement according to its terms. The Court finds that the Settlement has been reached as a result of
11 intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties
12 have conducted extensive investigation and research, and counsel for the Parties are able to reasonably
13 evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional
14 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
15 of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and
16 recognizes the significant value to the Class Members. The Court also finds that the Class is properly
17 certified as a class for settlement purposes only.

18 7. As of the date of entry of this Final Order, each and every Released Claim (as defined in
19 the Stipulation and set forth below) of each and every Class Member is and shall be deemed to be
20 conclusively released as against the Released Parties. As of the date of this Final Order, the Class
21 Representatives and each and every Class Member who has not submitted a valid Request for Exclusion
22 is hereby released and forever barred and enjoined from prosecuting the Released Claims, except as to
23 such rights or claims as may be created by the Settlement, against Defendants and the Released Parties
24 from any and all claims under state, federal and local law that were or could have been asserted based
25 on the facts and allegations made in the Action, and any amendments thereto, as to the Class Members,
26 including without limitation, California Labor Code sections 201, 202, 203, 226, 226.3, 226.7, 246,
27 246.5, 247, 248.5, 256, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1194.2, 1197.1, 2802, 2699, *et seq.*,
28 California's Minimum Wage Order, California Industrial Commission Wage Orders, Cal. Code Regs.,

1 Title. 8, section 11040, *et seq.*, and Business and Professions Code sections 17200, *et seq.*, and including
2 all claims for alleged unpaid wages, rounding time entries, overtime or double time wages, minimum
3 wages, timely payment of wages during employment, timely payment of wages at separation, rest
4 periods and rest period premiums, meal periods and meal period premiums, off-the-clock work, wage
5 statements, payroll records and recordkeeping, unreimbursed business expenses, personal phone usage,
6 personal vehicle usage, failure to provide paid sick leave, failure to pay additional 401(k) benefits and/or
7 deferred compensation benefits and/or matching benefits for payments received under the Settlement,
8 unfair competition, unfair business practices, unlawful business practices, fraudulent business practices,
9 class actions, representative actions, aggrieved party claims, injunctive relief, declaratory relief,
10 liquidated damages, penalties of any nature (including but not limited to civil penalties, waiting-time
11 penalties, wage statement penalties, and PAGA penalties), interest, fees, costs, as well as all other claims
12 and allegations alleged in the Action, from January 22, 2017 through the date the Court finally approves
13 the Settlement (collectively "Released Claims").

14 8. The release of claims shall not include any claims that cannot be released as a matter of
15 law. In addition, as of the date of this Final Order, the Class Representative and the Settlement Class,
16 and each member of the Class who has not submitted a valid Request for Exclusion, is forever barred,
17 and enjoined from instituting or accepting damages or obtaining relief against the Released Parties for
18 any period from January 22, 2017, up to and including the date of final approval of the Settlement,
19 relating to the Released Claims.

20 9. Neither the Settlement nor any of the terms set forth in the Stipulation is an admission
21 by Defendants, or any of the other Released Parties, nor is this Final Order a finding of the validity of
22 any claims in the Action or of any wrongdoing by Defendants, or any of the other Released Parties.
23 Neither this Final Order, the Stipulation, nor any document referred to herein, nor any action taken to
24 carry out the Stipulation is, may be construed as, or may be used as, an admission by or against
25 Defendants, or any of the other Released Parties, of any fault, wrongdoing, or liability whatsoever. The
26 entering into or carrying out of the Stipulation, and any negotiations or proceedings related thereto, shall
27 not in any event be construed as, or deemed to be evidence of, an admission or concession with regard
28 to the denials or defenses by Defendants, or any of the other Released Parties, and shall not be offered

1 in evidence in any action or proceeding in any court, administrative agency or other tribunal for any
2 purpose whatsoever other than to enforce the provisions of this Final Order, the Stipulation, the Released
3 Claims, or any related agreement or release. Notwithstanding these restrictions, any of the Released
4 Parties may file in the Action, or submit in any other proceeding, the Final Order, the Stipulation, and
5 any other papers and records on file in the Action as evidence of the Settlement to support a defense of
6 *res judicata*, *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense
7 as to the Released Claims.

8 10. The Court hereby enters judgment in the entire Action as of the filing date of this Final
9 Order, pursuant to the terms set forth in the Stipulation. Without affecting the finality of this Final Order
10 in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and
11 enforcement of the Settlement and all orders entered in connection therewith pursuant to California Code
12 of Civil Procedure section 664.6.

13 11. The Court finds the settlement payments provided for under the Settlement to be fair and
14 reasonable in light of all of the circumstances. The Court orders the calculations and the payments to
15 be made and administered in accordance with the terms of the Settlement.

16 12. The Court hereby confirms Galen T. Shimoda and Justin P. Rodriguez of Shimoda &
17 Rodriguez Law, PC, as Class Counsel in the Action.

18 13. The Court further finds that the common fund doctrine is applicable to this Action
19 because there is a sufficiently identifiable class of beneficiaries (the Class), the benefits can be accurately
20 traced to the Settlement that Plaintiff and Class Counsel negotiated on behalf of the Class, and the fee
21 can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage
22 of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The Court finds the attorneys'
23 fees request of thirty-five percent (35%) of the common fund to be appropriate compensation for Class
24 Counsel. The attorneys' fees request is within the range that has been approved by other Courts in
25 similar cases and reasonable in light of the circumstances of this case, the substantial and beneficial
26 results obtained on behalf of the Class, and the contingent nature of the recovery over the course of this
27 Action, which included potential loss at summary judgment, certification, and/or trial proceedings.
28 Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class

1 Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of \$105,000.00 and
2 attorneys' costs in the amount of \$2,422.65, from the Maximum Settlement Amount as final payment
3 for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class
4 Counsel and any other person or entity related to the Action. The Court further orders that the award of
5 attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the
6 Stipulation, and made payable to and deposited into the bank account of "Shimoda Law Corp." as Class
7 Counsel in the Action.

8 14. The Court also hereby approves and orders an Enhancement Award to Plaintiff and Class
9 Representative Hector Leon in the amount of \$15,000.00 from the Maximum Settlement Amount.

10 15. The Court also hereby approves and orders payment in the amount of \$7,500.00 from the
11 Maximum Settlement Amount for PAGA penalties, payable to the California Labor and Workforce
12 Development Agency.

13 16. The Court also hereby approves and orders payment from the Maximum Settlement
14 Amount for actual claims administration expenses incurred by the Claims Administrator, Simpluris, Inc.
15 in the amount of \$5,900.00.

16 17. The Court also hereby approves and orders that any residue from uncashed settlement
17 award checks after the expiration date will be split 50/50 and paid out in equal shares to Koinonia Family
18 Services, a non-profit 501(c)(3) organization with child advocacy programs within the State of
19 California, and Capital Pro Bono, Inc., as the *cy pres* recipients pursuant to Code of Civil Procedure
20 section 384(b); any residue received by Koinonia Family Services shall be used solely for child advocacy
21 programs within the State of California pursuant to Code of Civil Procedure section 384(b).

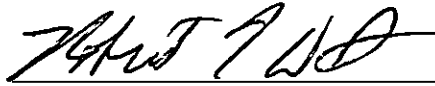
22 18. The Court also hereby finds and orders that the Stipulation is and constitutes a fair,
23 adequate, and reasonable compromise of the Released Claims against Defendants and the Released
24 Parties.

25 19. Provided the Settlement becomes effective under the terms of the Stipulation, the Court
26 also hereby orders that the deadline for mailing the Court-approved Settlement Awards, attorneys' fees
27 and costs, and Enhancement Awards is as set forth in the Implementation Schedule within the
28 Preliminary Approval Order.

1 19. The Court also hereby finds that there were no objections to the Settlement raised by any
2 person on the record at the hearing on the Final Order.

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

4 Dated: July 19, 2022



JUDGE OF THE SUPERIOR COURT

ROBERT T. WATERS