

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Robert J. Drexler, Jr. (SBN 119119)
Robert.Drexler@capstonelawyers.com
3 Molly A. DeSario (SBN 230763)
Molly.DeSario@capstonelawyers.com
4 Jonathan Lee (SBN 267146)
Jonathan.Lee@capstonelawyers.com
5 CAPSTONE LAW APC
1875 Century Park East, Suite 1000
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

SEP 20 2023

E. Escobedo

8 Attorneys for Plaintiffs Jorge Aguilera Rodriguez and Eric Hernandez

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF RIVERSIDE

11 JORGE AGUILERA RODRIGUEZ and ERIC
12 HERNANDEZ, individually, and on behalf of
other members of the general public similarly
13 situated,

14 Plaintiffs,

15 vs.

16 IMPERIAL WESTERN PRODUCTS, INC., A
17 CALIFORNIA CORPORATION, a California
corporation; DENALI WATER SOLUTIONS,
18 LLC, a Delaware limited liability company; and
DOES 1 through 10, inclusive,

19 Defendants.
20
21
22
23
24
25
26
27
28

Case No.: CVRI2000071

Assigned to the Hon. Harold W. Hopp

~~[AMENDED PROPOSED]~~ ORDER AND
JUDGMENT GRANTING MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS AND
EXPENSES, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS

Date: September 20, 2023
Time: 8:30 a.m.
Place: Department 1

Complaint Filed: November 4, 2020

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

5. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the

26
27
28

1 Court determines that all Class Members who did not timely and properly opt out of the settlement are
2 bound by this Order.

3 6. The Court has considered all relevant factors for determining the fairness of the
4 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,
5 the Court finds that the settlement was reached following meaningful discovery and investigation
6 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
7 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
8 adequate, and reasonable.

9 7. In so finding, the Court has considered all evidence presented, including evidence
10 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
11 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
12 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
13 sufficient information about the nature and magnitude of the claims being settled, as well as the
14 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
15 which the Parties have agreed.

16 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
17 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
18 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
19 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
20 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
21 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
22 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
23 provides Class Members with fair and adequate relief.

24 9. The Settlement Agreement is not an admission by Defendants or by any other Released
25 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants
26 or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
27 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
28 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability

1 whatsoever by or against Defendants or any of the other Released Parties.

2 10. With the exception of Jessie Beltran and Jorge Arellano, who opted out of the Settlement
3 Class, final approval shall be with respect to: All non-exempt hourly employees who were employed by
4 defendant Imperial Western Products, Inc. ("IWP") and who worked in California at any time between
5 November 4, 2016, through April 29, 2022.

6 11. Plaintiffs Jorge Aguilera Rodriguez and Eric Hernandez are adequate and suitable
7 representatives and are hereby appointed the Class Representatives for the Settlement Class. The Court
8 finds that Plaintiffs' investment and commitment to the litigation and its outcome ensured adequate and
9 zealous advocacy for the Settlement Class, and that their interests are aligned with those of the
10 Settlement Class.

11 12. The Court hereby awards Plaintiffs Class Representative Enhancement Payments of
12 \$5,000, each, for their service on behalf of the Settlement Class.

13 13. The Court finds that the attorneys at Capstone Law APC have the requisite
14 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The
15 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position
16 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

17 14. The settlement of civil penalties under PAGA in the amount of \$40,000 is hereby
18 approved. Seventy-Five Percent (75%), or \$30,000, shall be paid to the California Labor and Workforce
19 Development Agency. The remaining Twenty-Five Percent (25%), or \$10,000, will be paid to PAGA
20 Members.

21 15. The Court hereby awards \$211,667 in attorneys' fees and \$24,411.06 in costs and
22 expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is
23 reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created
24 by the settlement. Counsel have also established the reasonableness of the requested award of attorneys'
25 fees via their lodestar crosscheck, and the Court finds that the rates, hours billed, and negative multiplier
26 are fair and reasonable.

27 16. The Court approves settlement administration costs and expenses in the amount of
28 \$13,000 to CPT Group, Inc.

1 17. All Class Members were given a full and fair opportunity to participate in the Approval
2 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
3 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
4 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
5 and Judgment shall be forever binding on all Participating Class Members. These Participating Class
6 Members have released and forever discharged the Released Parties for any and all Released Class
7 Claims during the Class Period:

8 All claims, rights, demands, liabilities and causes of action reasonably arising from
9 the facts pleaded in the operative complaint in the Action, or as reasonably could
10 have been pleaded, including any such claims that were litigated in the Action
11 against Defendants or could reasonably have been litigated in the Action against
12 Defendants based on the facts pleaded in the complaint in the Action. The claims
13 released under this paragraph ("Released Claims") shall include, but are not
14 necessarily limited to, claims for unpaid wages, unpaid overtime, failure to timely pay
15 all earned wages, meal and rest break violations and/or failure to timely pay
16 meal and/or rest premiums, failure to provide one day's rest in seven, off the clock
work, inaccurate wage statements, record keeping violations, failure to reimburse
business expenses, failure to pay all wages owed upon termination, unfair
competition, as well as any and all damages, restitution, disgorgement, civil
penalties, statutory penalties, taxes, interest or attorneys' fees resulting therefrom.
This release shall not apply to claims for workers' compensation benefits,
unemployment insurance benefits, or any other claim or right that as a matter of
law cannot be waived or released.

17 18. Additionally, Plaintiffs and the State of California/LWDA have released and forever
18 discharged the Released Parties for any and all Released PAGA Claims during the PAGA Period: All
19 claims exhausted in Plaintiffs' notice(s) sent to the LWDA and alleged in the operative complaint, which
20 arose during the PAGA Period.

21 19. Judgment in this matter is entered in accordance with the above findings.

22 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and
23 continuing jurisdiction over the above-captioned action and the parties for purposes of enforcing the
24 terms of the Judgment entered herein, as provided under Cal. Rules of Court, rule 3.771(b)).

25 21. This document shall constitute a judgment (and separate document constituting said
26 judgment) for purposes of California Rules of Court, Rule 3.769(h).

27 22. Plaintiffs shall file a declaration from the Settlement Administrator regarding the
28 completion of settlement administration activities no later than September 20, 2024. The Final

Accounting Hearing shall take place on October 2, 2024 at 8:30 a.m.

23. Any envelope transmitting a settlement distribution to a Class Member/PAGA Group Member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

24. Any settlement distribution check shall be negotiable for 180 days from the date of mailing.

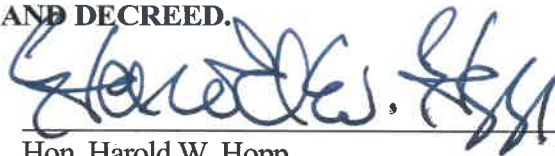
25. The administrator shall mail a reminder postcard to any class member whose settlement distribution check has not been negotiated within 60 days after the date of mailing.

26. If (i) any of the Class Members are current employees of the Defendants, (ii) the distribution mailed to those employees is returned to the Settlement Administrator as being undeliverable, and (iii) the Settlement Administrator is unable to locate a valid mailing address, the administrator shall arrange with the Defendants to have those distributions delivered to the employees at their place of employment.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

9/20/23



Hon. Harold W. Hopp
Riverside County Superior Court Judge