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Attorneys for Plaintiff
LUIS ARAMBULA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

LUIS ARAMBULA individually and on
behalf of others similarly situated,

Plaintiff,

vs.

EXCEL CABINETS, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: RIC2001588

*Assigned for all purposes to: Hon. Sunshine S
Sykes, Dept. 6*

CLASS ACTION

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT**

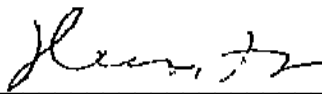
Complaint filed: June 9, 2020
Trial: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on March 23, 2022, the Honorable Sunshine S. Sykes, in
3 Department 6 in the above-entitled Court, located at 4050 Main Street, Riverside, CA 92501,
4 executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit A** is a true and
5 correct copy of the Final Order and Judgment which was executed and filed on March 23, 2022.

6
7
8 Dated: March 23, 2022,

PROTECTION LAW GROUP, LLP

9
10 By: 

11 Heather Davis
12 Amir Nayebdadash
13 *Attorneys for Plaintiff*
14 LUIS ARAMBULA
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EXHIBIT A

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Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAR 23 2022

L. Howell

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

LUIS ARAMBULA individually and on
behalf of others similarly situated,

Plaintiff,

vs.

EXCEL CABINETS, INC., a California
corporation; and DOES 1 through 50
inclusive,

Defendants.

Case No. RIC2001588

*Assigned for all purposes to: Hon. Sunshine S.
Sykes, Dept. 6*

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Date: March 25, 2022

Hearing Time: 9:00 a.m.

Department: 6

[PROPOSED] FINAL ORDER AND JUDGMENT

~~[PROPOSED]~~ ORDER

The Motion of Plaintiff Luis Arambula ("Plaintiff") for Final Approval of Class Action and PAGA Settlement came regularly for hearing before this Court on March 21, 2022, pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the Parties' Amended Joint Stipulation of Class Action and PAGA Settlement filed on February 25, 2022, and attached as Exhibit 1 to the Declaration of Heather Davis in Support of Plaintiff's Motion for Final Approval ("Settlement" or "Settlement Agreement") and the documents and evidence presented in support thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the risks of further prosecution, and the substantial benefits to be received by the Class Members pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's length negotiations between the Parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement and HEREBY ORDERS THE FOLLOWING:

1. Final judgment is hereby entered in conformity with the Settlement and this Court's Preliminary Approval Order. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The conditional class certification contained in the Preliminary Approval Order is hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Class defined as: "All current and former non-exempt or hourly-paid employees who are or were employed by Defendant Excel Cabinets, Inc. in the state of California at any time between June 9, 2016, and February 7, 2021."

3. Plaintiff is hereby confirmed as the Class Representative, and Heather Davis of Protection Law Group, LLP is hereby confirmed as Class Counsel.

4. Notice was provided to the Class Members as set forth in the Settlement Agreement, which was approved by the Court on November 22, 2021, and the notice process has been completed in conformity with the Court's Orders. The Court finds that said notice was the best

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

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

12 6. The Court hereby approves the Settlement set forth in the Settlement Agreement
13 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the
14 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has
15 been reached as a result of intensive, serious and non-collusive arms-length negotiations. The
16 Court further finds that the Parties have conducted extensive investigation and research, and
17 counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
18 finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay
19 and risks that would be presented by the further prosecution of the Action.

20 7. Upon the funding of the Gross Settlement Amount and all applicable employer-
21 side payroll taxes, each of the Participating Class Members shall release Defendant Excel
22 Cabinets, Inc. as named by Plaintiff in the operative complaint, and its past, present and/or future,
23 officers, directors, managers, employees, and agents (collectively the "Released Parties") from
24 all claims, rights, demands, liabilities and causes of actions that are alleged, or reasonably could
25 have been alleged, based on the facts alleged in the operative complaint in the Action, including
26 factual claims regarding Defendant's alleged: (i) failure to pay all regular wages, minimum wages
27 and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii)
28 failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary

1 business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay
2 wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during
3 employment; (viii) unfair business practices; and (ix) failure to maintain required payroll records
4 (the “Released Class Claims”). This release is limited to those claims that arose between June 9,
5 2016, and February 7, 2021 (the “Class Period”).

6 8. Upon the funding of the Gross Settlement Amount in its entirety and all applicable
7 employer-side payroll taxes, Plaintiff as the PAGA Representative, and the State of California
8 shall fully release and discharge the “Released Parties” from all claims under the California Labor
9 Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on
10 the facts alleged in the operative complaint including but not limited to penalties that could have
11 been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699 based on the
12 facts alleged in the operative complaint (the “Released PAGA Claims”). This release is limited
13 to those claims that arose between June 9, 2019, and February 7, 2021 (the “PAGA Period”).

14 9. Additionally, for himself only, upon the funding of the Gross Settlement Amount
15 and all employer-side payroll taxes, Plaintiff will waive all rights and benefits of California Civil
16 Code §1542 with respect to the Released Claims, which provides as follows: “A general release
17 does not extend to claims which the creditor does not know or suspect to exist in his or her favor
18 at the time of executing the release and that, if known by him or her, would have materially
19 affected his or her settlement with the debtor or released party.”

20 10. The Court finds that only one Settlement Class Member, Ulises Avila, timely
21 opted out of the Class and is hereby excluded from this Settlement and the above release as to
22 Released Class Claims. The participation rate of 99.8% of the Class in the Settlement supports
23 final approval.

24 11. The Court finds that there have been no objections to the Settlement.

25 12. The Court hereby approves the Settlement as set forth in the Settlement Agreement
26 as fair, reasonable, and adequate, and directs the Parties to effectuate the Settlement Agreement
27 according to its terms.
28

1 13. The Court orders that within sixty days of the Effective Date (as defined in the
2 Settlement Agreement), Defendant deposit the amount of \$825,000.00 with ILYM Group, Inc.
3 (“Settlement Administrator”), as provided for in the Settlement Agreement.

4 14. The Court finds that the Class Representative Incentive Payment, as provided for
5 in the Settlement, is fair, reasonable, and adequate, and approves and orders the payment of
6 \$5,000 to Plaintiff Luis Arambula in accordance with the terms of the Settlement.

7 15. The Court finds that attorneys’ fees in the amount of \$274,972.00 and actual
8 litigation costs of \$16,390.35 for Class Counsel are fair, reasonable, and adequate, and orders that
9 the Settlement Administrator distribute these payments to Class Counsel in accordance with the
10 terms of the Settlement.

11 16. The Court orders that the Settlement Administrator be paid \$12,470.25 from the
12 Gross Settlement Amount for all of its work done and to be done until the completion of this
13 matter and finds that sum appropriate.

14 17. The Court approves and orders the payment in the amount of \$37,500 (75% of
15 \$50,000) from the Gross Settlement Amount to the California Labor Workforce Development
16 Agency for penalties arising under the Labor Code Private Attorneys General Act of 2004
17 (“PAGA”). The remaining \$12,500 (25% of \$50,000) shall be distributed to the PAGA Members
18 as set forth in the Agreement.

19 18. The Court hereby approves and orders payment of Individual Settlement Payments
20 from the Net Settlement Amount to the Participating Class Members and PAGA Members on a
21 *pro rata* basis as set forth in the Agreement.

22 19. Envelopes transmitting the Individual Settlement Payment to Participating Class
23 Members and PAGA Members shall bear the notation, “YOUR CLASS ACTION SETTLEMENT
24 CHECK IS ENCLOSED.”

25 20. If any Individual Settlement Payment issued to a current employee is returned as
26 undeliverable, and the Settlement Administrator is unable to locate a valid mailing address, then
27 the Settlement Administrator shall arrange with Defendant to have these payments delivered to
28 these current employees at their place of employment.

1 21. The Settlement Administrator shall mail a reminder postcard to any Participating
2 Class Member and/or PAGA Member whose Individual Settlement Payment check has not been
3 negotiated within 60 days of the date of the mailing.

4 22. All Individual Settlement Payment checks that are not cashed within 180 days of
5 mailing shall be void, and these funds shall be transferred to the California State Controller's
6 Office and held in trust for Participating Class Members and PAGA Members pursuant to
7 California Unclaimed Property Law, Civil Code Section 1500 et seq.

8 23. Provided the Settlement becomes effective under the terms of the Agreement, the
9 Court also hereby orders that the deadline for mailing the Court-approved Individual Settlement
10 Payments, Class Counsel's Fees and Costs, and Class Representative Incentive Payment is as set
11 forth in the Agreement.

12 24. Neither the Settlement nor any of the terms set forth in the Settlement is an
13 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
14 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
15 Released Parties. Neither this Final Order, the Settlement, nor any document referred to herein,
16 nor any action taken to carry out the Settlement is, may be construed as, or may be used as, an
17 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing
18 or liability whatsoever.

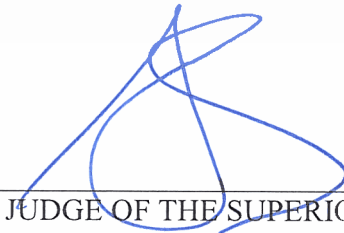
19 25. Without affecting the finality of this Judgment, the Court shall retain continuing
20 jurisdiction over this action and the Parties, including all Participating Class Members and PAGA
21 Members, and over all matters pertaining to the implementation and enforcement of the terms of
22 the Settlement pursuant to California Rule of Court 3.769(h) and California Code of Civil
23 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies
24 arising with or with respect to the interpretation, enforcement, or implementation of the Settlement
25 shall be presented to the Court for resolution.

26 26. A non-appearance case review regarding the disbursement of settlement payments
27 is set for January 13, 2023, at 8:30 a.m. A final report shall be submitted by Plaintiff at least five
28 (5) court days in advance of the hearing.

1 27. Class Counsel shall file a Notice of Entry of Judgment within five (5) court days
2 of receipt of this judgment stating (1) that on the date of this Order, the Court granted Final
3 Approval of the proposed settlement and entered Judgment in this matter and; (2) attaching this
4 Final Order and Judgment as Exhibit A. The Notice of Entry of Judgment shall be posted on the
5 Settlement Administrator's website for a period of no less than 60 days in order to provide notice
6 to the Class.

7
8 **IT IS SO ORDERED.**

9
10 Dated: 3/23/2022

By: 

JUDGE OF THE SUPERIOR COURT

SUNSHINE S. SYKES