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

JOSE A MELGAR FUENTES; an individual,
and LUIS CARTAGENA; on behalf of
themselves and all others similarly situated;

Plaintiffs,

vs.

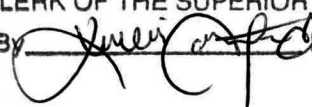
MASS BROTHERS, INC., and DOES 1 through
20, inclusive;

Defendants.

FILED
ALAMEDA COUNTY

OCT 31 2022

CLERK OF THE SUPERIOR COURT

By  Deputy

CASE NO.: RG21086730

Assigned to the Hon. Brad Seligman

CLASS ACTION

**[PROPOSED] AMENDED ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT
THEREON**

1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set
2 forth in the Revised Class Action and PAGA Settlement Agreement and Release of Claims (the
3 "Settlement Agreement" and/or the "Settlement") came for hearing on March 29, 2022, in
4 Department 23 of the above-entitled court. The Final Approval Motion was unopposed by
5 Defendant Maas Brothers, Inc. ("Defendant").

6 Having considered the Final Approval Motion, the Settlement Agreement, declarations in
7 support thereof, and all other materials properly before the Court and having conducted an inquiry
8 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
9 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
10 Due and adequate notice having been given to the Settlement Class, and the Court having
11 considered the Settlement Agreement, all papers filed and proceedings had herein and all oral and
12 written comments received regarding the proposed Settlement, and having reviewed the record in
13 this Action, and good cause appearing,

14 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

15 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
16 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

17 2. The Court has jurisdiction over the subject matter of this Action, the Class
18 Representatives, the Settlement Class Members, and Defendant.

19 3. The Court finds that the distribution of the Notice Packet, as provided for in the
20 Amended Order Granting Preliminary Approval of Class Action Settlement, constituted the best
21 notice practicable under the circumstances to all Settlement Class Members and fully met the
22 requirements of California law and due process under the California and United States
23 Constitution. Based on evidence and other material submitted, the actual notice to the Settlement
24 Class was adequate.

25 4. The Court finds that the instant Action presented a good faith dispute of the claims
26 alleged, and the Court finds in favor of Settlement approval. Specifically, the claims on behalf
27 of the Settlement Class Members included claims for unpaid wages (including failure to pay full,
28 regular, and overtime wages and minimum wages), meal and rest break violations, failure to

1 provide accurate itemized wage statements, failure to pay all earned wages due to separated
2 employees, and failure to pay vested vacation, and PAGA penalties based on the foregoing Labor
3 Code violations.

4 5. All Settlement Class Members who did not opt-out of the Settlement are entitled
5 to payment pursuant to the Settlement and this Judgment.

6 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
7 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
8 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
9 Settlement Agreement.

10 7. The Settling Parties are to bear their own costs, except as otherwise provided in
11 the Settlement Agreement.

12 8. For purposes of effectuating this Order and Judgment (including the Released
13 Claims of Participating Class Members), this Court has certified the following class: "all current
14 and former non-exempt employees by Defendant, from January 19, 2017, through September 8,
15 2021." The Court deems this definition sufficient for purposes of California Rules of Court, Rule
16 3.765(a). All Settlement Class Members who opted-out are excluded from any and all terms and
17 obligations, including the release(s) of the Settlement.

18 9. With respect to the Participating Class Members and for purposes of approving
19 this Settlement, this Court finds and concludes as follows: (a) the Settlement Class Members are
20 ascertainable and so numerous that joinder of all Settlement Class Members is impracticable; (b)
21 there are questions of law or fact common to the Settlement Class Members, and there is a well-
22 defined community of interest among the Settlement Class Members with respect to the subject
23 matter of the Action; (c) the claims of the Class Representatives are typical of the claims of the
24 Settlement Class Members; (d) the Class Representatives have fairly and adequately protected
25 the interests of the Settlement Class Members; (e) a class action is superior to other available
26 methods for an efficient adjudication of this controversy; and (f) the counsels of record for the
27 Class Representatives, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiffs in
28 their respective individual and representative capacities and for the Participating Class Members.

1 10. By this Judgment, the Class Representatives shall release, relinquish, and
2 discharge, and each of the Participating Class Members shall be deemed to have, and by operation
3 of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
4 Released Claims, as defined in the Settlement Agreement.

5 11. Neither the Settlement Agreement nor the Settlement terms contained therein, nor
6 any act performed or document executed pursuant to or in furtherance of the Settlement
7 Agreement or the Settlement: (i) is or may be deemed to be, or may be used by, the Class
8 Representatives or Participating Class Members as an admission of, or evidence of, the validity
9 of any of the Settlement Class Members' Released Claims, or of any wrongdoing or liability of
10 Defendant or any of the other Released Parties; or, (ii) is or may be deemed to be, or may be used
11 by, the Class Representatives or Participating Class Members as an admission of, or evidence of,
12 any fault or omission of Defendant or any of the other Released Parties in any civil, criminal, or
13 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
14 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
15 this Action in any other action that may be brought against it or them in order to support a defense
16 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
17 settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or
18 similar defense or counterclaim.

19 12. The "Settlement Amount" to be paid under the Settlement Agreement is
20 \$680,000.00. From this amount, Class Counsel collectively sought: an award of Attorneys' Fees
21 of \$226,666.67; Costs in the amount of \$14,083.60; Class Representatives Service Payment for
22 the Class Representatives Jose A. Melgar Fuentes and Luis Cartagena of \$7,500.00 each;
23 \$5,000.00 to the Settlement Administrator, ILYM Group, Inc.; and, \$37,500.00 to the LWDA for
24 PAGA Penalties. Defendant does not oppose these requests. The Court finds that the Settlement
25 Amount is fair, reasonable, and adequate, and awards the payments as set forth above from the
26 Settlement Amount. After deducting the foregoing payments from the Settlement Amount, the
27 remainder shall form the Net Settlement Amount payable to the Participating Class Members as
28 set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

1 13. The Settlement Administrator is directed to calculate each Participating Class
2 Member's Individual Settlement Payments from the Net Settlement Amount and issue all
3 payments in accordance with the Settlement Agreement.

4 14. Concurrently with mailing the settlement checks to the Participating Class
5 Members, the Settlement Administrator shall include a Notice of Entry of Judgment to all
6 Participating Class Members either on a postcard or as a detachable portion of the check for the
7 Participating Class Members, noting the following: "Please be advised that on [date] the Superior
8 Court of California for the County of Alameda entered Judgment in the case entitled *Fuentes, et*
9 *al. v. Maas Brothers, Inc.*, Case No. RG21086730, on behalf of all Participating Class Members
10 employed by Defendant at any time during the Class Period of January 19, 2017, through
11 September 8, 2021."

12 15. Participating Class Members shall have 180 days from the date of issuance by the
13 Settlement Administrator to present the Settlement check for payment to a financial institution.
14 In the event that a Participating Class Member does not present his/her Settlement check for
15 payment within this time period, the uncashed check along with any interest that has accrued
16 thereon, shall be submitted to the Legal Services of Northern California pursuant to the terms of
17 Code of Civil Procedure section 384(b).

18 16. A total of \$27,646.77 remain uncashed after the October 23, 2022 deadline and
19 were not negotiated within one hundred eight (180) calendar days from the date of their issuance.
20 Pursuant to the Settlement, and Code of Civil Procedure section 384(b), the Settlement
21 Administrator shall voice these checks and transmit the principal of the checks, plus any interest
22 that has accrued thereon, to Legal Services of Northern California, a non-profit organization
23 engaged in providing legal services of combat economic and social injustice.

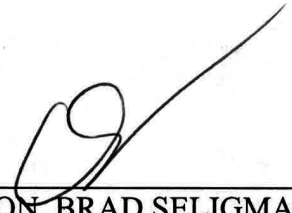
24 17. This document shall constitute a Judgment for purposes of California Rule of
25 Court 3.769(h).

26 18. The Court reserves exclusive and continuing jurisdiction over the Action, the Class
27 Representatives, the Participating Class Members, and Defendant for the purposes of supervising
28 the implementation, enforcement, construction, administration, and interpretation of the

1 Settlement Agreement and this Judgment.

2 **IT IS SO ORDERED.**

3 Dated: 10/31, 2022



HON. BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT