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8 JOE ALFRED ANDA

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF SAN BERNARDINO**

11 JOE ALFRED ANDA, individually and on
12 behalf of others similarly situated, and as an
13 aggrieved employee and Private Attorney
General,

14 Plaintiff,

15 vs.

16 APOLLO SOUTHWEST, INC., a California
corporation; THE RESOURCE
17 MANAGEMENT GROUP INC., a California
corporation; PREZERO US SERVICES, LLC,
a Delaware limited liability company;
18 PREZERO US, INC., a Delaware corporation;
and DOES 1 through 50, inclusive,

19 Defendants.
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Case No. CIVSB2028690

*Assigned for All Purposes to: Hon. Joseph
T. Ortiz, Dept. S-17*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

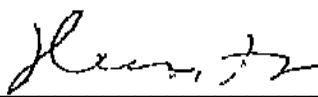
Complaint Filed: December 29, 2020
Trial Date: None Set

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

2 PLEASE TAKE NOTICE that on January 30, 2023, the Honorable Joseph T. Ortiz, in
3 Department S17 in the above-entitled Court, located at 247 West 3rd Street, San Bernardino,
4 California 92415, executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit**
5 **A** is a true and correct copy of the Final Order and Judgment which was executed and filed on
6 January 30, 2023.

7 Dated: February 3, 2023

PROTECTION LAW GROUP, LLP

8
9 By: 

10 Heather Davis
11 Amir Nayebdadash
12 Priscilla Gamino
13 *Attorneys for Plaintiff*
14 JOE ALFRED ANDA
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EXHIBIT A

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11 *Attorneys for Plaintiff*
12 **JOE ALFRED ANDA**

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF SAN BERNARDINO**

15 **JOE ALFRED ANDA**, individually and on
16 behalf of others similarly situated, and as an
17 aggrieved employee and Private Attorney
18 General,

19 Plaintiff,

20 vs.

21 **APOLLO SOUTHWEST, INC.**, a California
22 corporation; **THE RESOURCE**
23 **MANAGEMENT GROUP INC.**, a
24 California corporation; **PREZERO US**
25 **SERVICES, LLC**, a Delaware limited
26 liability company; **PREZERO US, INC.**, a
27 Delaware corporation; and **DOES 1 through**
28 **50**, inclusive.

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JAN 30 2023

BY Jessica Gancez
JESSICA GANCEZ, DEPUTY

Case No.: CIVSB2028690

*Assigned for All Purposes to: Hon. Joseph T.
Ortiz, Dept. S-17*

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Date: January 30, 2023

Hearing Time: 10:00 a.m.

Dept.: S-17

Complaint Filed: December 29, 2020

Trial Date: Not Set

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

2 The above-referenced Class and PAGA Action ("Action") having come before the Court
3 on January 30, 2023, for a hearing and Final Order Approving Class Action Settlement and
4 Judgment ("Final Order"), consistent with the Court's Preliminary Approval Order ("Preliminary
5 Approval Order"), and as set forth in the Joint Stipulation and Settlement Agreement of Private
6 Attorneys General Act and Class Action Claims (hereinafter "Settlement Agreement" or
7 "Settlement"), and due and adequate notice having been given to all Class Members as required
8 in the Preliminary Approval Order, and the Court having considered all papers filed and
9 proceedings had herein and otherwise being fully informed and good cause appearing therefore,
10 it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

11 1. All terms used herein shall have the same meaning as defined in the Settlement
12 Agreement.

13 2. Consistent with the definitions provided in the Settlement Agreement, the term
14 "Class" and "Class Members" shall mean the following: "All current and former hourly-paid,
15 non-exempt employees of Apollo Southwest, Inc., The Resource Management Group, Inc.,
16 PreZero US Services, LLC, or PreZero US, Inc. in the state of California at any time from
17 December 29, 2016 through May 24, 2022."

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

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

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

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

19 7. According to the terms of the Settlement Agreement, upon the Effective Date, all
20 Participating Class Members will fully and finally release and discharge Defendants APOLLO
21 SOUTHWEST, INC., THE RESOURCE MANAGEMENT GROUP, INC., PREZERO US
22 SERVICES, LLC, AND PREZERO US, INC. (collectively "Defendants") and any of its/their
23 past, present and future direct or indirect parents, subsidiaries, predecessors, successors and
24 affiliates, as well as each of its or their past, present and future owners, directors, employees,
25 partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or
26 entity which could be jointly liable with Defendants (the "Released Parties") from all claims,
27 rights, demands, liabilities and causes of action that are alleged, or reasonably could have been
28 alleged based on the same or similar facts and claims asserted in the operative Complaint in this

1 Action including the following claims:

2 a. (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure
3 to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest
4 periods or compensation in lieu thereof; (iv) failure to reimburse necessary business
5 expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay
6 wages timely at time of termination or resignation; (vii) failure to provide timely pay
7 wages during employment; and (viii) unfair business practices that could have been
8 premised on the claims, causes of action or legal theories of relief described above or
9 any of the claims, causes of action or legal theories of relief pleaded in the operative
10 Complaint; and

11 b. Any claims for injunctive relief, declaratory relief, restitution, fraudulent business
12 practices or punitive damages alleged or which could have been alleged under the facts,
13 allegations and/or claims pleaded in the complaints filed as part of the operative
14 Complaint.

15 c. This release shall apply to claims arising during the Class Period. The claims set forth
16 in subparagraphs (a)-(b) shall be collectively referred to as the "Released Claims."

17 The release of the Released Claims shall be applicable for the period between December 29, 2016
18 and May 24, 2022. Plaintiff, the California Labor and Workforce Development Agency
19 ("LWDA"), and the State of California shall release the Released Parties from any and all claims
20 under the Private Attorney General Act ("PAGA") that are asserted in the operative Complaint or
21 could have been asserted under the California Labor Code Private Attorneys General Act of 2004
22 based on the same or similar legal and factual allegations and claims in the operative Complaint
23 in this Action or any PAGA notices submitted by Plaintiff to the LWDA for the PAGA Period
24 (December 29, 2019 to May 24, 2022).

25 8. Named Plaintiff Joe Alfred Anda, for himself only, also fully releases the Released
26 Parties from any and all Released Claims and also generally releases and discharges the Released
27 Parties from all claims related to his employment or alleged employment with the Defendants
28 including, without limitation, any and all claims whatsoever Plaintiff may have against Released

1 Parties regarding Plaintiff's employment and/or the termination of employment including, but not
2 limited to, any claims for wages, penalties, bonuses, severance pay, vacation pay, employment
3 benefits, stock options, violation of any personnel policy, any claims based on discrimination,
4 harassment, unlawful retaliation, violation of public policy, or damages of any kind whatsoever,
5 arising out of any common law torts, contracts, express or implied, any covenant of good faith
6 and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of
7 retaliation, any legal restriction on any Defendants' right to terminate the employment
8 relationship, or any federal, state, or other governmental statute, executive order, regulation or
9 ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law.
10 Plaintiff shall be deemed to have, and by operation of the Judgment shall have, expressly waived
11 and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of
12 Section 1542 of the California Civil Code, or any other similar provision under federal or state
13 law that purports to limit the scope of a general release. Specifically, Plaintiff Anda waives all
14 rights and benefits afforded by California Civil Code Section 1542, which provides:

15 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
16 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
17 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
18 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
19 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
20 DEBTOR OR RELEASED PARTY.

21 Plaintiff understands that Section 1542 gives the right not to release existing claims of which he
22 is not aware, unless Plaintiff voluntarily chooses to waive this right. Having been so apprised,
23 Plaintiff nevertheless voluntarily waives the rights described in Section 1542, and elects to assume
24 all risks for claims that now exist in favor, known or unknown.

25 9. No Class Member objected to the terms of the Settlement.

26 10. No Class Member requested to be excluded from the terms of the Settlement.

27 Accordingly, 194 Participating Class Members are bound by this Judgment.

28 11. The Court finds the settlement payments provided for under the Settlement

1 Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of
2 the Settlement Agreement, the Court orders Defendants to fund the Gross Settlement Fund of
3 \$300,000.00 within twenty-one (21) calendar days of the Effective Date as set forth in the
4 Settlement Agreement to provide payments for Individual Settlement Payments to all
5 Participating Class Members and all PAGA Employees, the PAGA Penalties to the to the
6 California Labor and Workforce Development Agency pursuant to Labor Code Section 2698, *et*
7 *seq.*, Plaintiff's Incentive Payment, Class Counsel's Fees and Expenses, and the Settlement
8 Administrator's Costs. The calculations and the payments shall be administered in accordance
9 with the terms of the Settlement Agreement.

10 12. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
11 and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
12 in the amount of thirty-five percent (35%) from the Gross Settlement Amount (\$105,000.00) and
13 attorneys' costs in the amount of \$15,847.83 from the Gross Settlement Fund as final payment for
14 and complete satisfaction of any and all attorneys' fees and expenses incurred by and/or owed to
15 Class Counsel and any other person or entity related to the Action. The Court further orders that
16 the award of attorneys' fees and expenses set forth in this Paragraph shall be administered
17 pursuant to the terms of the Settlement Agreement.

18 13. The Court hereby approves and orders a Class and PAGA Representative Incentive
19 Payment of \$7,500.00 to named Plaintiff Joe Alfred Anda from the Gross Settlement Fund in
20 accordance with the terms of the Settlement Agreement.

21 14. The Court approves and orders the payment in the amount of \$37,500.00 (75% of
22 \$50,000.00) from the Gross Settlement Fund to the California Labor Workforce Development
23 Agency for penalties arising under the PAGA. The remaining \$12,500.00 (25% of \$50,000) shall
24 be distributed to PAGA Employees as set forth in the Settlement Agreement.

25 15. The Court also hereby approves and orders payment from the Gross Settlement
26 Fund for actual settlement administration expenses incurred by the Settlement Administrator.
27 ILYM Group, Inc. in the amount of \$10,000.00.

28 16. The Court hereby approves and orders payment of individual settlement payments

1 from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set
2 forth in the Settlement Agreement.

3 17. The Court also hereby approves and orders that any checks distributed from the
4 Gross Settlement Fund yet remaining un-cashed after one hundred and eighty (180) calendar days
5 after being issued will be transferred to the California State Controller's Office pursuant to
6 California Civil Code § 1500 and held in trust for such Settlement Class Members. As such, no
7 "unpaid residue" under California Code of Civil Procedure section 384 will result from the
8 Settlement.

9 18. Provided the Settlement becomes effective under the terms of the Settlement
10 Agreement, the Court also hereby orders that the deadline for mailing the Court-approved
11 Individual Settlement Payments, Attorneys' Fees and Expenses, and Class and PAGA
12 Representative Incentive Payment is as set forth in the Settlement Agreement.

13 19. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
14 is an admission by Defendants, or any of the other Released Parties, nor is this Final Order a
15 finding of the validity of any claims in the Action or of any wrongdoing by Defendants, or any of
16 the other Released Parties. In entering into the Settlement Agreement, Defendants do not admit,
17 and specifically deny they have violated any federal, state, or local law; violated any regulations
18 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or
19 legal requirements; breached any contract; violated or breached any duty; engaged in any
20 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
21 employees. Neither the Settlement or the Settlement Agreement, nor any of its terms or provisions,
22 nor any of the negotiations connected with it, shall be construed as an admission or concession by
23 Defendants of any such violations or failure to comply with any applicable law. Except as
24 necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement
25 Agreement and its terms and provisions shall not be offered or received as evidence in any action
26 or proceeding to establish any liability or admission on the part of Defendants or to establish the
27 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
28 local or other applicable law.

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

21. A hearing on the disbursement of settlement payments is set for September 6 at 8:30 a.m./p.m. in Department S-17. If Class Counsel submit a declaration from the Settlement Administrator ten (10) days in advance of the hearing indicating all monies have been disbursed, the hearing may be taken off-calendar and no appearance is required.

22. Plaintiff shall file and serve formal Notice of Entry of Judgment including Notice to the California Labor and Workforce Development Agency (LWDA).

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED:

1/30/23

HON. JOSEPH T. ORTIZ
JUDGE OF THE SUPERIOR COURT