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

IGNACIO TAFOYA VARGAS, individually
and on behalf of others similarly situated, and
as an aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

CHEMCOR CHEMICAL CORPORATION, a
California corporation; DAVID D. TARQUIN,
an individual; RONALD H. TARQUIN, an
individual; FRANK K. TARQUIN, an
individual; and DOES 4 through 100,
inclusive,

Defendants.

Case No.: CIVSB2110114

*Assigned for All Purposes to the Hon. Jessica
Morgan, Dept. S26*

**~~[PROPOSED]~~ FINAL ORDER AND
JUDGMENT**

Date: March 7, 2024
Time: 8:30 a.m.
Dept: S26

Complaint Filed: April 5, 2021
FAC Filed: July 16, 2021
Trial Date: None Set

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

MAR 07 2024

BY *Victoria Sanchez*
VICTORIA SANCHEZ, DEPUTY

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

2 The above-referenced Action having come before the Court on March 7, 2024, for a
3 hearing and Final Order Approving Class Action and PAGA Settlement (“Final Order”),
4 consistent with the Court’s Preliminary Approval Order (“Preliminary Approval Order”), and as
5 set forth in the Class Action Settlement Agreement and Amendments thereto (“Agreement”), and
6 due and adequate notice having been given to all Class Members as required in the Preliminary
7 Approval Order, and the Court having considered all papers filed and proceedings had herein and
8 otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED,**
9 **ADJUDGED AND DECREED AS FOLLOWS:**

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. The term “Class” and “Class Members” shall mean the following: All current and
12 former non-exempt employees of Defendants Chemcor Chemical Corporation (“Chemcor”),
13 David D. Tarquin (“David”), Ronald H. Tarquin (“Ronald”), and Frank K. Tarquin (“Frank”)
14 (Chemcor, David, Ronald and Frank collectively “Defendants”) employed in the state of
15 California at any time from April 5, 2017 through June 14, 2022.

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

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

27 5. The Court hereby finds the Settlement was entered into in good faith pursuant to
28 and within the meaning of California Code of Civil Procedure section 877.6. The Court further

1 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff Ignacio Tafoya Vargas
2 (“Plaintiff”) has satisfied the standards and applicable requirements for final approval of this class
3 action settlement under California law, including the provisions of California Code of Civil
4 Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California
5 state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

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

17 7. Upon the complete funding of the Gross Settlement Amount and all applicable
18 employer-side payroll taxes Participating Class Members shall release and discharge Defendants
19 and their past, present and/or future, direct and/or indirect, officers, directors, members,
20 managers, agents, representatives, attorneys, insurers, partners, investors, shareholders,
21 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors,
22 assigns, and joint venturers (“Released Parties”) from all claims, rights, demands, liabilities and
23 causes of actions that are alleged, or reasonably could have been alleged, based on the facts
24 alleged in the operative complaint in the Action, including factual claims regarding Defendants’
25 alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure
26 to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or
27 compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to
28 provide complete, accurate wage statements; (vi) failure to pay wages timely at time of

1 termination or resignation; (vii) failure to provide timely pay wages during employment; (viii)
2 unfair business practices; (xi) failure to accrued vacation time; and (x) failure to pay reporting
3 time wages. This release shall apply to claims arising during the Class Period.

4 8. Upon the complete funding of the Gross Settlement Amount and all applicable
5 employer-side payroll taxes Participating Class Members shall release and discharge Released
6 Parties from all claims for civil penalties under the California Labor Code Private Attorneys
7 General Act of 2004 for civil penalties that could have been premised on the facts alleged both in
8 Plaintiff's March 17, 2021 PAGA Letter to the LWDA and in the operative complaint including
9 but not limited to penalties that could have been awarded pursuant to Labor Code sections 210,
10 226.3, 1197.1, 558, and 2699 during the PAGA Period.

11 9. Additionally, upon the Court entering the final approval Order and remittance of
12 the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendants to the
13 Settlement Administrator, the Representative Plaintiff for himself and his spouse, heirs and
14 assigns, fully and finally release the Released Parties from all claims, demands, rights, liabilities
15 and causes of action that were pled in any of the Complaints in the Action, or which could have
16 been pled in any of the Complaints in the Action based on the factual allegations or could have
17 arisen in any manner from the factual allegations therein, that arose during the Class Period
18 ("Released Claims") with respect to all alleged claims from the Complaints including the
19 following claims: (a) failure to pay all overtime wages; (b) failure to pay all minimum wages; (
20 c) failure to provide proper meal periods, or premium pay for non-compliant meal periods; (d)
21 failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e)
22 failure to provide accurate wage statements; (t) failure to pay all accrued and unused annual
23 vacation pay; (g) claims for PAGA civil penalties based on the foregoing Labor Code violations;
24 and (h) all claims for unfair business practices that could have been premised of the facts, claims,
25 causes of action or legal theories described above. The Release only covers claims arising during
26 the Class Period; however, the Release shall survive and remain effective beyond the end of the
27 Class Period. Such claims include but are not limited to any and all Released Class Claims and
28 Released PAGA Claims and termination thereof, California Civil Code, to include §§3287, 3336

1 and 3294; 12 CCR §11040; 8 CCR § 11060; California Code of Civil Procedure §1021.5;
2 California common law of contract; 29 CFR §778.223; and 29 CFR §778.315; federal common
3 law and, to the extent permitted by law, the Employee Retirement Income Security Act, 29 U.S.C.
4 §§1001, *et seq.* (ERISA) §778.315; and federal common law. In addition, Plaintiff's General
5 Release includes but is not limited to, all claims for lost wages and benefits, emotional distress,
6 retaliation, restitution, penalties, punitive damages, and attorneys' fees and costs (except those
7 provided by this Settlement Agreement) arising under federal, state, or local laws for
8 discrimination, harassment, retaliation, and wrongful termination, such as, by way of example
9 only, (as amended) 42 U.S.C. §1981, Title VII of the Civil Rights Act of 1964, the Americans
10 with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), and the
11 California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This
12 release excludes the release of claims not permitted by law. Plaintiff's General Release include
13 all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different
14 from those they now know or believe to be true with respect to the subject matter of Plaintiff's
15 General Release, those claims will remain released and forever barred. The res judicata effect of
16 the judgment will be the same as that of the Release. The "Effective Date" shall be defined as the
17 latter of: (a) the date the Court grants final approval of the Settlement, if no objections have been
18 filed and not withdrawn; (b) the time for appeal has expired if an objection has been filed and no
19 appeal has been filed and not withdrawn; or (c) if an appeal is filed and is not withdrawn, the final
20 resolution of any appeal including the issuance the remittitur thereafter. This release excludes the
21 release of claims not permitted by law. Plaintiff's General Release includes all claims, whether
22 known or unknown. Even if Plaintiff discovers facts in addition to or different from those they
23 now know or believe to be true with respect to the subject matter of Plaintiff's General Release,
24 those claims will remain released and forever barred.

25 10. The Representative Plaintiff hereby agrees that, notwithstanding §1542 of the
26 California Civil Code, all claims that the Representative Plaintiff may have, known or unknown,
27 suspected or unsuspected, are hereby released. Section 1542 provides:
28

1 A general release does not extend to claims that the creditor or releasing party does
2 not know or suspect to exist in his or her favor at the time of executing the release
3 and that, if known by him or her, would have materially affected his or her
4 settlement with the debtor or released party.

5 The Representative Plaintiff expressly waive the provisions of Section 1542 with full
6 knowledge and with the specific intent to release all known or unknown, suspected or unsuspected,
7 claims arising on or before the Effective Date of the Settlement, and therefore specifically waive
8 the provisions of any statute, rule, decision, or other source of law of the United States or of any
9 state of the United States or any subdivision of a state which prevents release of unknown claims.

10 11. No Class Member submitted a timely and valid request to be excluded from the
11 Settlement. Accordingly, all Class Members are hereby explicitly included in this order and
12 Judgment and participating in the settlement. The last date to timely submit a request for exclusion
13 was February 6, 2024.

14 12. The Court also hereby finds that there were no written objections to the Settlement.
15 The last day to submit a written objection to the settlement was February 6, 2024. The Court also
16 notes there were no objections made at the hearing on Final Approval of the Settlement.

17 13. The Court finds the settlement payments provided for under the Agreement to be
18 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement
19 and amendments thereto the Court orders Defendants to fund the Gross Settlement Amount of
20 \$627,390.48 within fourteen (14) calendar days of the date of this order to provide payments for
21 the Class/PAGA Members individual settlement payments, class representative incentive
22 payments for Plaintiff, Class Counsel's attorney fees and costs, the Settlement Administrator's
23 fees and expenses, and penalties to the California Labor and Workforce Development Agency
24 pursuant to Labor Code Section 2698 *et seq.* The calculations and the payments shall be made
25 administered in accordance with the terms of the Agreement and as modified by this Final Order
26 and Judgment.

27 14. Pursuant to the terms of the Agreement and amendments thereto, and the
28 authorities, evidence and argument submitted by Class Counsel, the Court hereby awards
attorneys' fees of \$209,109.24 to Class Counsel. The Court also approves and awards the recovery
of litigation costs incurred by Class Counsel in the amount of \$20,589.19. The award of attorneys'

1 fees and costs is the final payment for and complete satisfaction of any and all attorneys' fees and
2 costs incurred by and/or owed to Class Counsel and any other person or entity related to the
3 Action.

4 15. The Court hereby approves and orders a Class Representative Enhancement
5 Payment of \$7,500.00 to each Plaintiff Ignacio Tafoya Vargas.

6 16. The Court approves and orders the payment in the amount of \$37,500.00 (75% of
7 \$50,000.00) from the Gross Settlement Amount to the California Labor Workforce Development
8 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The
9 remaining \$12,500.00 (25% of \$50,000.00) shall be distributed to the PAGA Members as set forth
10 in the Agreement.

11 17. The Court also hereby approves and orders payment from the Gross Settlement
12 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
13 APEX Class Action Settlement Administrators, in the amount of \$5,900.00.

14 18. The Court hereby approves and orders payment of individual settlement payments
15 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

16 19. The Court also hereby approves and orders that any checks distributed from the
17 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
18 days after being issued shall be void. All uncashed settlement checks shall be distributed to the
19 Controller of the State of California to be held pursuant to the Unclaimed Property Law,
20 California Civil Code §1500, et. seq. for the benefit of those Participating Class Members and
21 PAGA Members who did not cash their checks until such time that they claim their property.

22 20. Provided the Settlement becomes effective under the terms of the Agreement, the
23 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
24 payments, attorneys' fees and costs, and enhancement payments as set forth in the Agreement.

25 21. Neither the Settlement nor any of the terms set forth in the Agreement is an
26 admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding
27 of the validity of any claims in the Action or of any wrongdoing by Defendants, or any of the
28 other Released Parties. Neither this Final Order, the Agreement, nor any document referred to

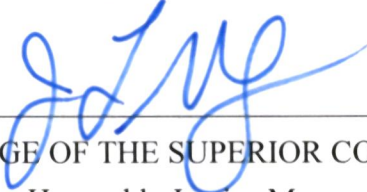
1 herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used
2 as, an admission by or against Defendants, or any of the other Released Parties, of any fault,
3 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
4 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
5 be evidence of, an admission or concession with regard to the denials or defenses by Defendants,
6 or any of the other Released Parties, and shall not be offered in evidence in any action or
7 proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other
8 than to enforce the provisions of this Final Order, the Agreement, the Released Claims, or any
9 related agreement or release. Notwithstanding these restrictions, any of the Released Parties may
10 file in the Action, or submit in any other proceeding, the Final Order, the Agreement, and any
11 other papers and records on file in the Actions as evidence of the Settlement to support a defense
12 of *res judicata*, *collateral estoppel*, release, or other theory of claim or issue preclusion or similar
13 defense as to the Released Claims.

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

21 23. Class Counsel shall submit a final report on the disbursement of the settlement
22 payments ~~on or~~ before MARCH 6, 2024.

23 IT IS SO ORDER. LET JUDGMENT BE ENTERED ACCORDINGLY.

24
25 DATED: 3/7/24

26 
27 JUDGE OF THE SUPERIOR COURT
28 Honorable Jessica Morgan