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

MANUEL VILLEGAS, as an individual and
on behalf of other similarly situated employees,

Plaintiff,

vs.

FIBER CARE BATHS, INC., a California
corporation, and DOES 1-50, inclusive,

Defendant.

) Case No.: CIVSB2114736

) Consolidated with case entitled *Rivera v.*
) *Fiber Care Baths, Inc.* (CIVSB2114174)

) Assigned for all purposes to:
) Hon. David Cohn
) Dept. S26

) **[PROPOSED] ORDER AND JUDGMENT**
) **GRANTING MOTION FOR FINAL**
) **APPROVAL OF CLASS ACTION**
) **SETTLEMENT**

) Date: May 31, 2023
) Time: 10:00 a.m.
) Place: Department S26

) Action Filed: May 20, 2021
) Trial Date: None

**[PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

1 THIS MATTER is before the Court on Plaintiffs’ Motion for Final Approval of Class
2 Action Settlement. In accordance with the Final Approval Order, Class Members have been
3 given notice of the terms of the Settlement, including had an opportunity to object to it, comment
4 on it, participate in it, and/or exclude themselves from it. Having considered the proposed
5 Settlement, the award of attorneys’ fees and costs and the service award to the class
6 representative, and the argument at the final approval hearing held on May 31, 2023, the Court
7 pursuant to Code of Civil Procedure § 382, hereby grants Plaintiffs’ motion.

8 **I. ORDER GRANTING FINAL APPROVAL TO CLASS ACTION**
9 **SETTLEMENT**

10 The Court finds that certification of the following Class, for settlement purposes only, is
11 appropriate under the California Code of Civil Procedure:

12 The “Class” or “Class Members” is defined as:

13
14 **Settlement Class**- All current and former non-exempt employees of Defendant that
15 have worked for Defendant in the State of California at any time from November 19,
16 2016 through October 21, 2022 (“Settlement Class” or “Settlement Class Members”)

17
18 **PAGA Group Members**- All Class Members employed by Defendant at any time
19 between March 12, 2020 through October 21, 2022 (“PAGA Group Members”)

20
21 The Court finds that the Class defined above meets ascertainability, numerosity,
22 commonality, and predominance requirements that justify certification, and that resolution of this
23 matter through a class action settlement is superior to other available methods.

24 The Court finds further that:

25 (1) Plaintiffs are adequate and typical Class Representatives and appoints them as Class
26 Representatives; and

(2) Plaintiffs' Counsel have adequately represented the Class and its appointment as Class Counsel is confirmed.

Accordingly, the Court certifies the Class described above for settlement purposes only.

The Court has reviewed the terms of the Settlement and finds that the Settlement is fair, adequate, and reasonable when balanced against the possible outcome of further litigation relating to class certification, liability, and damages. The Court finds further that settlement at this time will avoid substantial additional costs and will avoid the delay and risks presented by continued prosecution of the litigation. The Court also finds that the settlement has been reached after arm's length negotiations between the parties. The terms of this operative settlement agreement shall be incorporated herein and consistent with this Order and Judgment.

Following notice that was sent to the Class Member by first class mail, no Class member objected to any of the terms of the Settlement and six Class Members opted out. Such non-opposition to the settlement is evidence of the settlement's fairness, adequacy, and reasonableness. Taking into account (1) the value of the \$3,740,000.00 cash settlement, (2) the risks inherent in continued litigation, (3) the complexity, expense, and likely duration of the litigation in the absence of settlement, (4) the experience and views of Class Counsel, and (5) the positive reaction of Class Members, the Court finds that the settlement is fair, adequate, reasonable, and deserves this Court's final approval.

II. OPT OUTS

Following notice that was sent to the Class Member by first class mail, no Class Member objected to any of the terms of the Settlement, and six Class Members submitted valid opt-out forms.

III. PLAINTIFF'S REQUEST FOR ATTORNEYS' FEES AND COSTS

Plaintiffs' Counsel have moved for awards of (1) attorneys' fees and costs to Plaintiffs' Counsel; and (2) a service award to the Class Representatives, a notice of which was given to all Class Members pursuant to the Court's Preliminary Approval Order. The Court read the

1 argument regarding Plaintiffs' request for fees and service payments upon a duly noticed motion
2 on May 31, 2023.

3 Based upon all papers filed with the Court, the oral argument at the hearing, the Court's
4 observation and assessment of the performance of the Plaintiffs' Counsel throughout this
5 litigation, the resulting settlement recovery, and good cause appearing therefore, the Court finds
6 that payment of attorneys' fees in the amount of \$1,246,542 of the GSA and costs in the amount
7 of \$33,825.01 for all past and remaining work and costs until the completion of this matter, in
8 accordance with the terms of the Settlement, is fair and reasonable under the circumstances.

9 This amount shall be paid by Defendant according to the terms of the Joint Stipulation of
10 Settlement and Release of Class Action Settlement.

11 **IV. SERVICE AWARD TO THE CLASS REPRESENTATIVE**

12 Plaintiff seeks service awards to the class representative, Manuel Villegas, in the
13 amount of \$10,000 and Ernesto Rivera in the amount of \$10,000 each. These amounts are sought
14 for payment as compensation for the time, effort, and risk he spent to enable the Class Members
15 to receive this recovery.

16 The Court notes that California and federal courts regularly approve service awards to
17 compensate the class representative for the services they provide to the class, the time and effort
18 they invest on behalf of others, and the risks that they incur during the course of class action
19 litigation.

20 Class Representatives Manuel Villegas and Ernesto Rivera performed substantial service
21 to Class members, including bringing this action, producing relevant documents, and making
22 themselves available to and working with Plaintiffs' Counsel throughout the action. In light of
23 these services, the service award to the class representatives is appropriate. Although the
24 proposed service award was disclosed to the Class in the Notice, no class member objected to it.

25 For the foregoing reasons, the Court finds that the service award of \$10,000 to Plaintiff
26 Manuel Villegas and \$10,000 to Plaintiff Ernesto Rivera is fair and reasonable considering their
27 service to Class Members.

1 **V. CLAIMS ADMINISTRATION COSTS**

2 Plaintiff seeks costs for the claims administrator in the amount of \$25,000.00 for all work
3 regarding distribution to the class members, LWDA and counsel for Plaintiff. This amount shall
4 be paid by Defendant according to the terms of the Joint Stipulation of Settlement and Release of
5 Class Action Settlement. For the foregoing reasons, the Court finds that the administration costs
6 of \$25,000.00 is fair and reasonable considering its service to Class Members.

7 **VI. PAYMENT TO LABOR AND WORKFORCE DEVELOPMENT AGENCY**

8 The Claims Administrator shall pay the LWDA \$225,000.00 (representing 75% of the
9 \$300,000.00 PAGA component of the Settlement Agreement).

10 **VII. JUDGMENT FINALITY**

11 Without affecting the finality of this Judgment in any way, the Court shall retain
12 jurisdiction with respect to the implementation and enforcement of the terms of the Settlement
13 Agreement, and the Court shall retain jurisdiction over the Parties and the members of the Class
14 to enforce the terms, conditions and obligations of the Settlement Agreement.

15 This judgment is intended to be a final disposition of the above-captioned action in its
16 entirety with prejudice and is intended to be immediately appealable. The court shall have and
17 retain continuing jurisdiction over this action and the parties and Class members, including after
18 entry of this Order, to the fullest extent necessary to interpret, enforce, and effectuate the terms
19 and intent of the Settlement Agreement and this Order.

20 The Court orders class counsel to file a final report summarizing all distributions made
21 pursuant to the approved settlement, supported by declaration. The Court sets a hearing for a
22 final report for February 23, 2024.

23
24 Dated:

JUDGE OF THE SUPERIOR COURT

25
26 By: _____
The Honorable Judge David Cohn