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

KARINA MORALES, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

VPET USA, LLC, a Delaware Limited
Liability Company; WORKFORCE
PERSONNEL, INC., a California
Corporation; and DOES 1 through 20,
inclusive.

Defendants.

Case No.: CIVSB2108161
*[Assigned to Hon. Judge David Cohn, Dept
S26, for all purposes]*

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF FINAL JUDGMENT**

Complaint filed: March 10, 2021

The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set forth in the Class Action Settlement Agreement and Release of Claims and the Addendum to Class Action Settlement Agreement and Release of Claims (collectively, the “Settlement Agreement”) between Plaintiff Karina Morales and Defendant VPET USA, LLC, came for hearing in Department S26 of the above-entitled court. The Final Approval Motion was unopposed by Defendant VPET USA, LLC. Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds

1 that the Settlement Agreement was entered in good faith between Plaintiff Morales and
2 Defendant VPET USA, LLC, and the Settlement Agreement is approved. Due and adequate
3 notice having been given to the Class, and the Court having considered the Settlement
4 Agreement, all papers filed, and proceedings had herein and all oral and written comments
5 received regarding the proposed settlement, and having reviewed the record in this Litigation,
6 and good cause appearing,

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

8 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
9 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

10 2. The Court has jurisdiction over the subject matter over this Action, the Class
11 Representative, the Class Members, and Defendant VPET USA, LLC.

12 3. The Settlement Agreement and this Order and Judgment only apply to Plaintiff
13 Morales and Defendant VPET USA, LLC. All other Defendants including Workforce Personnel,
14 Inc., are specifically excluded and carved out of this Settlement and Judgment. This Settlement
15 does not affect Plaintiff Morales’ standing to pursue ongoing claims against all other Defendants
16 in this matter.

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

22 5. The Court finds that the instant Action presented a good faith dispute of the
23 claims alleged, and the Court finds in favor of settlement approval.

- 24 a. Specifically, the claims on behalf of the Class Members included: (a)
25 failure to pay minimum wages, (b) failure to pay overtime wages, (c)
26 failure to provide meal periods, (d) failure to provide rest breaks, (e)
27 failure to failure to timely pay wages each period and upon separation of
28 employment, (f) failure to provide accurate itemized wage statements, (g)

1 unfair and unlawful competition, and (h) all other claims for statutory
2 penalties based on the facts or claims alleged in the Complaint (the
3 “Released Class Claims”).

4 b. The claims on behalf of the Aggrieved Employees included all claims for
5 civil penalties under the Private Attorneys General Act, Labor Code §
6 2698 *et seq.*, that Plaintiff alleged against the Released Parties, on behalf
7 of Aggrieved Employees and State of California, based on the facts stated
8 in Plaintiff’s Complaint and in Plaintiff’s LWDA notice letter, including
9 all PAGA claims seeking civil penalties for : (a) failure to pay minimum
10 wages, (b) failure to pay overtime wages, (c) failure to provide meal
11 periods, (d) failure to provide rest breaks, (e) failure to failure to timely
12 pay wages each period and upon separation of employment, (f) failure to
13 provide accurate itemized wage statements, and (g) all other claims for
14 civil penalties recoverable under the Private Attorneys General Act, Labor
15 Code §§ 2698 *et seq.* based on the facts or claims alleged in the operative
16 complaint (the “PAGA Released Claims”).

17 6. There were no Objections and no Requests for Exclusion to the Settlement. As
18 such, all Participating Class Members are entitled to payment pursuant to the Settlement and this
19 Judgment.

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

24 8. The Settling Parties are to bear their own costs, except as otherwise provided in
25 the Settlement Agreement.

26 9. For purposes of effectuating this Order and Judgment, this Court has certified the
27 following class: “all current and former nonexempt employees employed directly by Defendant
28 VPET USA, LLC, and who worked at the VPET Facility (located at 12925 Marlay Avenue,

1 Fontana, CA 92337) during the Class Period of September 19, 2019 and July 29, 2022,” as
2 defined in the Settlement Agreement. The Court deems this definition sufficient for purposes of
3 California Rules of Court, rule 3.765(a).

4 10. With respect to the Settlement Class and for purposes of approving this
5 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
6 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
7 fact common to the Settlement Class Members, and there is a well-defined community of interest
8 among the Settlement Class Members with respect to the subject matter of the Action; (c) the
9 claims of the Class Representative are typical of the claims of the Class Members; (d) the Class
10 Representative has fairly and adequately protected the interests of the Class Members; (e) a class
11 action is superior to other available methods for an efficient adjudication of this controversy; and
12 (f) the counsel of record for the Class Representative, i.e., Class Counsel, are qualified to serve
13 as counsel for the Plaintiff in her individual and representative capacity and for the Settlement
14 Class.

15 11. By this Judgment, the Class Representatives shall release, relinquish, and
16 discharge, and each of the Participating Class Members shall be deemed to have, and by
17 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
18 discharged all Released Class Claims, as defined herein and in the Settlement Agreement.

19 12. For purposes of effectuating this Order and Judgment, the PAGA Released
20 Claims, as defined in the Settlement Agreement, shall apply to all Aggrieved Employees which
21 consists of “all current and former nonexempt employees employed directly by Defendant VPET
22 USA, LLC, and who worked at the VPET Facility (located at 12925 Marlay Avenue, Fontana,
23 CA 92337) during the PAGA Period of March 5, 2020 and July 29, 2022.”

24 13. Neither the Settlement Agreement nor the Settlement contained therein, nor any
25 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
26 or the Settlement (i) is or may be deemed to be or may be used by the Plaintiff or Participating
27 Class Members as an admission of, or evidence of, the validity of any of the Class Members’
28 Released Claims, or of any wrongdoing or liability of Defendant VPET USA, LLC, or any of the

1 other Released Parties; or (ii) is or may be deemed to be or may be used by Plaintiff or
2 Participating Class Members as an admission of, or evidence of, any fault or omission of
3 Defendant VPET USA, LLC, or any of the other Released Parties in any civil, criminal, or
4 administrative proceeding in any court, administrative agency, or other tribunal. Defendant
5 VPET USA, LLC, or any of the other Released Parties may file the Settlement Agreement and/or
6 the Judgment from this Action in any other action that may be brought against it or them in order
7 to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel,
8 release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or
9 issue preclusion or similar defense or counterclaim.

10 14. In accordance with the Settlement Agreement, the Maximum Settlement Amount
11 to be paid under the Settlement Agreement has been increased to \$300,000 pursuant to the
12 Addendum to the Settlement Agreement. From this amount, Class Counsel sought an award of
13 attorney's fees one-third of the Maximum Settlement Amount (\$100,000), litigation expenses of
14 \$14,216.86, a Service Award of \$7,500 for the Class Representative Karina Morales, \$7,000 to
15 the Settlement Administrator, ILYM Group, \$18,750 to the LWDA for PAGA penalties and
16 \$6,250 to the Aggrieved Employees for PAGA penalties. Defendant VPET USA, LLC does not
17 oppose these requests. The Court finds that the Settlement Amount is fair, reasonable and
18 adequate, and awards the payments set forth below from the Settlement Amount:

- 19 A. \$100,000 to Class Counsel for attorneys' fees;
- 20 B. \$14,216.86 to Class Counsel for costs/expenses;
- 21 C. \$7,500 to Karina Morales as a Service Award;
- 22 D. \$7,000 to the Settlement Administrator, ILYM Group;
- 23 E. \$18,750 to the LWDA;
- 24 F. \$6,250 to the Aggrieved Employees on a pro rata basis;
- 25 G. After deducting the foregoing payments from the Settlement Amounts, the
26 remainder shall form the Net Settlement Amount payable to the
27 Participating Class Members as set forth in the Settlement Agreement and
28 as calculated by the Settlement Administrator.

1 15. Defendant is directed to fund the Gross Settlement Amount within calendar days
2 after the Effective Date, which shall occur on the date that this Order is signed. The Settlement
3 Administrator is directed to calculate the Participating Class Members' Individual Settlement
4 Amounts from the Net Settlement Amount, as well as the payments due to the Aggrieved
5 Employees, and issue all payments within 10 days of receipt of the payment in accordance with
6 the Settlement Agreement. Concurrently with mailing the settlement checks to the Participating
7 Class Members and Aggrieved Employees, the Settlement Administrator include a Notice of
8 Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the
9 check, noting the following: "Please be advised that on [date] the Superior Court of California
10 for the County of San Bernardino entered Judgment in the case entitled *Morales v. VPET USA,*
11 *LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2108161, on behalf of all
12 current and former nonexempt employees employed directly by Defendant VPET USA, LLC,
13 and who worked at the VPET Facility (located at 12925 Marlay Avenue, Fontana, CA 92337)
14 during the Class Period of September 19, 2019 and July 29, 2022."

15 16. Participating Class Members shall have 180 days to negotiate the settlement
16 check from the date of issuance by the Settlement Administrator. In the event that a
17 Participating Class Member does not negotiate his/her check within this time period, the check
18 will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as
19 a result of a failure to timely cash a settlement check shall be issued to the State Controller's
20 Office in the name of the Class Member.

21 17. The following dates shall govern for purposes of this implementing this
22 Order/Judgment:

23 November 10, 2022	Final Approval is entered and the Effective Date occurs
24 December 10, 2022	Defendant is directed to fund the Gross Settlement Amount and separately pay its share of the employer's tax, as calculated and directed by the Settlement Administrator.
25 December 20, 2022	Settlement Administrator to issue checks to Participating Class Members, Class Representative, Class Counsel, Aggrieved Employees and LWDA.

June 18, 2023	Deadline for Class Members and Aggrieved Employees to cash settlement checks.
July 14, 2023	Deadline to file Declaration by Settlement Administrator describing: (i) the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the number of checks that were uncashed, (iv) the total value of those uncashed checks, and (v) the anticipated date payment will issued to the State Controller.

18. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, Aggrieved Employees, and Defendant VPET USA, LLC, for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: _____

Hon. David Cohn