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Attorneys for Plaintiff Joshua McBride, individually
and on behalf of all others similarly situated.

Filed FEB 26 2024
STEPHANIE BOHRER, CLERK
By JOYCE BANEK
DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

JOSHUA MCBRIDE, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

ACRT PACIFIC, LLC; ACRT, INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. STK-CV-UOE-2021-2504

Assigned for All Purposes to:
Hon. Blanca Banuelos
Dept. 10B

~~PROPOSED~~ **AMENDED ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND ENTERING
AMENDED JUDGMENT**

Date: February 28, 2024
Time: 8:45 a.m.
Dept: 10B

FEB 22 2024



1. On March 22, 2021, *Joshua McBride v. ACRT Pacific, LLC; ACRT, Inc.*; and DOES 1 through 20, inclusive, San Joaquin Superior Court, Case No. STK-CV-UOE-2021-2504 (“McBride Class Action”) commenced.

2. On June 4, 2021, *Joshua McBride v. ACRT Pacific, LLC; ACRT, Inc.*; and DOES 1 through 20, inclusive, San Joaquin Superior Court, Case No. STK-CV-UOE-2021-5101 (“McBride PAGA action”) commenced.

3. On November 12, 2021 a *Joint Stipulation of Settlement* was filed indicating the parties' intent to resolve both the McBride Class Action and the McBride PAGA action. Although the filed document lists both case numbers, this document appears only on the Register of Actions for the McBride Class Action.

4. On December 1, 2021 the court ordered the McBride Class Action and the McBride PAGA action related. This order lists both case numbers and appears on the Register of Actions for both matters.

5. On January 12, 2022 the Court entered its *Order Granting Preliminary Approval of Class and Representative Action Settlement*. The submitted settlement agreement stated that all matters in the McBride Class Action and McBride PAGA action were resolved (per the terms of that agreement). Although the filed Order lists both case numbers, this document appears only on the Register of Actions for the McBride Class Action.

6. On May 24, 2022, the Court entered its *Order Granting Final Approval of Class Action Settlement and Entering Judgment* in Case No. STK-CV-UOE-2021-2504 (“Judgment”), a copy of which is attached hereto as Exhibit A. The filed Judgment has both case numbers, but the PAGA case number is crossed out by hand.

Based on the foregoing, the Court hereby finds that the settlement resolved both matters in their entirety. Accordingly, the Court hereby amends the Judgement to reflect the fact that it resolved both the McBride Class Action and the McBride PAGA action. Otherwise, the Judgment remains unchanged.

1 The Court further finds that all conditions of the Judgement have been satisfied. All
2 settlement payments have been made, and this amended judgment does not create any new or
3 additional payment obligations.

4 **JUDGMENT IS SO ENTERED.**

5 DATED: 2/26, 2024

BLANCA A. BAÑUELOS

Honorable Blanca Banuelos
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

RECEIVED
2022-05-02 13:42:51

Filed MAY 24 2022
BRANDON E. RILEY, CLERK
By [Signature] DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

JOSHUA MCBRIDE, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

ACRT PACIFIC, LLC; ACRT, INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. STK-CV-UOE-2021-2504 and
~~Case No. STK-CV-UOE-2021-5101~~

Assigned for All Purposes to:
Hon. Erin Guy Castillo
Dept. 10B

~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING JUDGMENT

Date: May 24, 2022
Time: 9:00 a.m.
Dept: 10B

1 This matter came on for hearing on May 24, 2022, at 9:00 a.m., in Department 10B of the
2 above-captioned Court on the unopposed Motion for Final Approval of Class Action Settlement
3 pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary Approval
4 filed December 13, 2021 and the Joint Stipulation of Settlement ("Settlement Agreement"), a
5 copy of which was filed in conjunction with the Plaintiff's Motion for Preliminary Approval of
6 Class Action Settlement.

7 Having received and considered the Settlement Agreement, the supporting papers filed by
8 the Parties, and the evidence and argument received by the Court in conjunction with the
9 unopposed Motion for Preliminary Approval of Class Action Settlement heard December 13, 2021
10 and the instant Motion for Final Approval, the Court grants final approval of the Settlement and
11 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
13 each Settlement Class Member by first-class mail. These papers informed the Settlement Class
14 of the terms of the Settlement, their right to receive an Individual Settlement Payment, their right
15 (a) to comment on or object to the Settlement, (b) to request exclusion from the Settlement and
16 pursue their own remedies, and (c) of their right to appear in person or by counsel at the final
17 approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time
18 were provided by each of these procedures. No member of the Class filed written objection to
19 the proposed Settlement as part of this notice process or stated an intention to appear at the final
20 approval hearing.

21 2. The Court finds and determines that this notice procedure afforded adequate
22 protections to Settlement Class Members and provides the basis for the Court to make an informed
23 decision regarding approval of the Settlement based on the responses of the Settlement Class.
24 The Court finds and determines that the notice provided in this case was the best notice
25 practicable, which satisfied the requirements of law and due process.

26 3. With respect to the Settlement Class and for purposes of approving this Settlement
27 only, this Court finds and concludes that: (a) the members of the Settlement Class are
28 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions

1 of law or fact common to the Settlement Class, and there is a well-defined community of interest
2 among members of the Settlement Class with respect to the subject matter of the Action; (c) the
3 claims of Class Representative Marco Serrato are typical of the claims of the members of the
4 Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of
5 the members of the Settlement Class; (e) a class action is superior to other available methods for
6 an efficient adjudication of this controversy; and (f) the counsel of record for the Class
7 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their
8 individual and representative capacities for the Class.

9 4. The Court has certified a Settlement Class, as that term is defined in and by the
10 terms of the Settlement Agreement as all current and former non-exempt employees employed
11 by ACRT Pacific, LLC and ACRT, Inc. at any time during the Class Period of March 22, 2017,
12 through November 22, 2021, and the Court deems this definition sufficient for purposes of
13 California Rule of Court 3.765(a).

14 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

15 6. The Court hereby confirms Plaintiff Joshua McBride as the Class Representative
16 in this Action.

17 7. The Court finds and determines that the terms set forth in the Settlement
18 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
19 according to its terms, having found that the Settlement was reached as a result of informed and
20 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
21 that the Parties conducted extensive investigation, research, and discovery and that their attorneys
22 were able to reasonably evaluate their respective positions. The Court also finds that the
23 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
24 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
25 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
26 value accorded to the Class.

27 8. The Court further finds and determines that the terms of the Settlement are fair,
28 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that

1 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
2 should be and hereby are ordered to be consummated.

3 9. The Court finds and determines that the Individual Settlement Payments to be paid
4 to participating Settlement Class Members as provided for by the Settlement are fair and
5 reasonable. The Court hereby gives final approval to and orders the payment of those amounts
6 be made to the participating Settlement Class Members in accordance with the Settlement
7 Agreement.

8 10. The Court finds and determines that payment to the California Labor and
9 Workforce Development Agency of \$37,500.00 as its share of the settlement of civil penalties in
10 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
11 that the payment of that amount be paid in accordance with the Settlement Agreement.

12 11. The Court finds and determines that the fees and expenses in administrating the
13 Settlement incurred by Phoenix Settlement Administrators, in the amount of \$12,975.00, are fair
14 and reasonable. The Court hereby gives final approval to and orders that the payment of that
15 amount in accordance with the Settlement.

16 12. The Court finds and determines the Class Representative Incentive Award of up
17 to \$10,000 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to
18 make this payment to the Plaintiff/Class Representative in accordance with the terms of the
19 Settlement Agreement.

20 13. Pursuant to the terms of the Settlement, and the authorities, evidence and
21 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
22 in the sum of \$493,333.33 and litigation costs of \$14,079.36. The Court finds such amounts to
23 be fair and reasonable. The Court hereby orders the Settlement Administrator to make these
24 payments in accordance with the terms of the Settlement Agreement.

25 14. The Court finds and determines that upon satisfaction of all obligations in the
26 Settlement and this Order, and by virtue of this Judgment, Plaintiff and each Class
27 Member fully and forever release, waive, and discharge Defendants, and each of their past,
28 present and future affiliates, subsidiaries, parents, successors and predecessors in interest, and

1 each of their past and present officers, directors, shareholders, managers, employees, agents,
2 attorneys, principals, heirs, representatives, accountants, insurers, auditors, and consultants
3 ("Released Parties") from all claims, demands, rights, liabilities and causes of action, whether
4 known or unknown, that were pled in the Action or which could have been pled in, or arising
5 out of or reasonably related to, facts asserted in the complaints in the Action, or in Named
6 Plaintiff's March 19, 2021 letter to the California Labor and Workforce Development Agency.
7 The Released Claims include: (1) failure to pay wages; (2) failure to pay minimum wage; (3)
8 failure to pay overtime wages; (4) all claims concerning Defendants' use of Alternate Workweek
9 Schedules for Class Members; (5) failure to permit or provide meal breaks; (6) failure to provide
10 compensation in lieu of meal breaks; (7) failure to permit or provide rest breaks; (8) failure to
11 provide compensation in lieu of rest breaks; (9) all wage statement violations, including failure
12 to provide accurate wage statements; (10) failure to pay all wages due on separation from
13 employment and/or within the required time; (11) unfair competition (violation of California
14 Business and Professions Code §§17200) ("Released Claims"). With this Order and Judgment,
15 the Class will be bound by the settlement, will be permanently barred from prosecuting against
16 the Released Parties any of the Released Claims pursuant to the Settlement, and will not be
17 eligible to receive any additional wages or penalty payments based on the Released Claims from
18 Defendants.

19 15. The Court finds and determines that upon satisfaction of all obligations in the
20 Settlement and this Order, and by virtue of this Judgment, all current and former non-exempt
21 employees of Defendants who worked in California at any time from March 19, 2020 to
22 November 22, 2021, including Plaintiff, will release and forever discharge all claims, demands
23 rights, liabilities and causes of action under the California Private Attorneys General Act of 2004
24 against the Released Parties as related to the Released Claims

25 16. The Court finds and determines that upon satisfaction of all obligations in the
26 Settlement and this Order, and by virtue of this Judgment, Plaintiff waives, releases, acquits,
27 and forever discharges the Released Parties from any and all claims, actions, charges,
28

1 complaints, grievances, and causes of action, of any nature, whether known or unknown, which
2 exist or may exist as of the Parties' execution of the Settlement.

3 Section 1542 of the California Civil Code provides as follows:

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

8 Plaintiff's general release provided herein is made with an express waiver and
9 relinquishment of any claim, right, or benefit under California Civil Code § 1542. Plaintiff is
10 barred from suing, joining, or otherwise making a claim against the Released Parties as to any
11 claim arising out of events occurring prior to the date of his signing the Settlement.

12 17. The Settlement is not an admission by Defendants nor is this Order a finding of
13 (a) the validity of any allegations, (b) any wrongdoing by Defendants, (c) the validity of any
14 Released Claim, or (d) the existence or amount of any damages. This Order, the Settlement,
15 any document referred to herein, or any action taken to carry out the Settlement, shall not be
16 construed or deemed an admission of liability, culpability, or wrongdoing on the part of
17 Defendants.

18 18. Without affecting the finality of this order or the entry of judgment in any way,
19 the Court retains jurisdiction of all matters relating to the interpretation, administration,
20 implementation, effectuation, and enforcement of this order and the Settlement.

21 19. Nothing in this order shall preclude any action to enforce the Parties' obligations
22 under the Settlement or under this order, including the requirement that Defendants make
23 payment to the participating Settlement Class Members in accordance with the Settlement.

24 20. Upon completion of administration of the Settlement, the Settlement
25 Administrator will provide written certification of such completion to the Court and counsel for
26 the Parties which shall be filed with the Court five (5) court days before the non-appearance
27 compliance hearing set for March 28, 2023 at 9:00 a.m. [~~or _____, 2023 at 9:00 a.m.~~],
28 in Dept. 10B.

1 21. This Order shall constitute a final judgment pursuant to California Rule of Court
2 3.769(h).

3 22. The Court hereby enters final judgment in accordance with the terms of the
4 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement
5 filed on December 13, 2021, and this Order.

6 23. The Parties will bear their own costs and attorneys' fees except as otherwise
7 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
8 costs.

9 **JUDGMENT IS SO ENTERED.**

10 DATED: May 24, 2022



Honorable Erin Guy Castillo
JUDGE OF THE SUPERIOR COURT