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VENTURA SUPERIOR COURT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

HECTOR ARZOLA; on behalf of himself and
all others similarly situated,

Plaintiff,

v.

ALL STAR GLASS, INC., and DOES 1
through 20, inclusive,

Defendants.

CASE NO.: 56-2021-00553193-CU-OE-VTA

Assigned to Hon. Matthew P. Guasco

CLASS ACTION

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

HEARING DATE

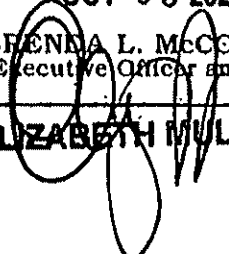
Date: September 9, 2022

Time: 8:20 a.m.

Dept.: 20

VENTURA
SUPERIOR COURT
FILED

OCT 05 2022

BRENDA L. MCCORMICK
Executive Officer and Clerk
By:  Deputy
ELIZABETH MULLER

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

1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set
2 forth in the Revised Class Action and PAGA Settlement Agreement and Release of Claims (the
3 "Settlement Agreement" and/or the "Settlement") came for hearing on September 9, 2022, in
4 Department 20 of the above-entitled court.

5 Having considered the Final Approval Motion, the Settlement Agreement, declarations in
6 support thereof, and all other materials properly before the Court and having conducted an inquiry
7 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
8 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
9 Due and adequate notice having been given to the Settlement Class, and the Court having
10 considered the Settlement Agreement, all papers filed and proceedings had herein and all oral and
11 written comments received regarding the proposed Settlement, and having reviewed the record in
12 this Action, and good cause appearing,

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

14 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
15 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

16 2. The Court has jurisdiction over the subject matter of this Action, the Class
17 Representatives, the Settlement Class Members, and defendant All Star Glass, Inc. ("Defendant").

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

24 4. The Court finds that the instant Action presented a good faith dispute of the claims
25 alleged, and the Court finds in favor of Settlement approval. Specifically, the claims on behalf
26 of the Settlement Class Members included claims for unpaid wages (including failure to pay full,
27 regular, and overtime wages and minimum wages), meal and rest break violations, failure to
28 provide accurate itemized wage statements, failure to pay all earned wages due to separated

1 employees, and PAGA penalties based on the foregoing Labor Code violations.

2 5. All Settlement Class Members are entitled to payment pursuant to the Settlement
3 and this Judgment.

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

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

10 8. For purposes of effectuating this Order and Judgment (including the Released
11 Claims of Participating Class Members), this Court has certified the following class: "all current
12 and former non-exempt employees by Defendant, from April 14, 2017 through May 14, 2022."
13 The Court deems this definition sufficient for purposes of California Rules of Court, Rule
14 3.765(a).

15 9. With respect to the Participating Class Members and for purposes of approving
16 this Settlement, this Court finds and concludes as follows: (a) the Settlement Class Members are
17 ascertainable and so numerous that joinder of all Settlement Class Members is impracticable; (b)
18 there are questions of law or fact common to the Settlement Class Members, and there is a well-
19 defined community of interest among the Settlement Class Members with respect to the subject
20 matter of the Action; (c) the claims of the Class Representatives are typical of the claims of the
21 Settlement Class Members; (d) the Class Representatives have fairly and adequately protected
22 the interests of the Settlement Class Members; (e) a class action is superior to other available
23 methods for an efficient adjudication of this controversy; and (f) the counsels of record for the
24 Class Representatives, i.e., Class Counsel, are qualified to serve as counsel for the Plaintiffs in
25 their respective individual and representative capacities and for the Participating Class Members.

26 10. By this Judgment, the Class Representatives shall release, relinquish, and
27 discharge, and each of the Participating Class Members shall be deemed to have, and by operation
28 of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all

Released Claims, as defined in the Settlement Agreement.

11. Neither the Settlement Agreement nor the Settlement terms contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the Settlement: (i) is or may be deemed to be, or may be used by, the Class Representatives or Participating Class Members as an admission of, or evidence of, the validity of any of the Settlement Class Members' Released Claims, or of any wrongdoing or liability of Defendant or any of the other Released Parties; or, (ii) is or may be deemed to be, or may be used by, the Class Representatives or Participating Class Members as an admission of, or evidence of, any fault or omission of Defendant or any of the other Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or any of the other Released Parties may file the Settlement Agreement and/or the Judgment from this Action in any other action that may be brought against it or them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12. The "Settlement Amount" to be paid under the Settlement Agreement is \$662,436. From this amount, Class Counsel collectively sought: an award of Attorneys' Fees of \$220,812; Costs in the amount of \$13,574.77; Class Representatives Service Payment for the Class Representative, Hector Arzola of \$10,000.00; \$7,500.00 to the Settlement Administrator, ILYM Group, Inc.; and, \$7,500.00 to the LWDA for PAGA Penalties. Defendant does not oppose these requests. Defendant shall pay the employer's share of payroll taxes on the portion of the Settlement Amount payable to Participating Class Members as wages, in addition to the Settlement Amount

13. The Court finds that the Settlement Amount is fair, reasonable, and adequate, and awards the payments as set forth above from the Settlement Amount. After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

1 14. The Settlement Administrator is directed to calculate each Participating Class
2 Member's Individual Settlement Payments from the Net Settlement Amount and issue all
3 payments in accordance with the Settlement Agreement.

4 15. Concurrently with mailing the settlement checks to the Participating Class
5 Members, the Settlement Administrator shall include a Notice of Entry of Judgment to all
6 Participating Class Members either on a postcard or as a detachable portion of the check for the
7 Participating Class Members, noting the following: "Please be advised that on [date] the Superior
8 Court of California for the County of Alameda entered Judgment in the case entitled *Arzola v. All*
9 *Star Glass, Inc.*, Case No. 56-2021-00553193-CU-OE-VTA, on behalf of all Participating Class
10 Members employed by Defendant at any time during the Class Period of April 14, 2017 through
11 May 14, 2022."

12 16. Participating Class Members shall have 180 days from the date of issuance by the
13 Settlement Administrator to present the Settlement check for payment to a financial institution.
14 In the event that a Participating Class Member does not present his/her Settlement check for
15 payment within this time period, the uncashed check along with any interest that has accrued
16 thereon, shall be submitted to the Unclaimed Property Fund in the name of the Participating Class
17 Member.

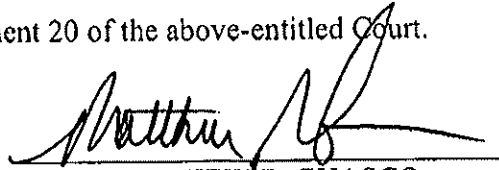
18 17. This document shall constitute a Judgment for purposes of California Rule of
19 Court 3.769(h).

20 18. The Court reserves exclusive and continuing jurisdiction over the Action, the Class
21 Representatives, the Participating Class Members, and Defendant for the purposes of supervising
22 the implementation, enforcement, construction, administration, and interpretation of the
23 Settlement Agreement and this Judgment.

24 19. A final accounting a hearing regarding the distribution of the funds shall be held
25 on June 15, 2023 at ^{8:30}~~8:00~~ a.m. in Department 20 of the above-entitled Court.

26 IT IS SO ORDERED.

27 Dated: Sept. 9, 2022

28 
HON. MATTHEW P. GUASCO
JUDGE OF THE SUPERIOR COURT