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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE
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11 AMY PHELAN, individually, on a
12 representative basis, and on behalf of all
others similarly situated;

13 Plaintiff,

14 vs.

15 RLS-CMC, INC., a Delaware Corporation;
16 and DOES 1 through 20, inclusive;

17 Defendants.
18
19

Case No.: CVRI2101907
*[Assigned to Hon. Harold Hopp, Dept 1, for all
purposes]*

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

Complaint filed: 4/13/2021

20 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
21 forth in the Class and PAGA Settlement Agreement and Release of Claims¹ (the “Settlement
22 Agreement”) came for hearing in Department 1 of the above-entitled court. The Final Approval
23 Motion was unopposed by Defendants RLS-CMC, Inc., Roger Lee Sanchez, and Jasmine
24 Bormann. Having considered the Final Approval Motion, the Settlement Agreement, the
25 Declarations, and all other materials properly before the Court and having conducted an inquiry
26 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
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28 ¹ See Exhibit 1 to the Declaration of Brian Mankin in support of the Motion for Final Approval,
which was concurrently filed on February 14, 2024.

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

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

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

9 2. The Court has jurisdiction over the subject matter over this Action, the Class
10 Representative, the Class Members, and Defendant.

11 3. The Court finds that the distribution of the Class Notice, Objection Form, Dispute
12 Form and Exclusion Form (collectively attached as Exhibit “A” to the Declaration of Taylor
13 Mitzner filed on February 14, 2024), as provided for in the Order Granting Preliminary Approval
14 for the Settlement, constituted the best notice practicable under the circumstances to all Class
15 Members and fully met the requirements of California law and due process under the California
16 and United States Constitution. Based on evidence and other material submitted, the actual
17 notice to the class was adequate.

18 4. The Court finds that the instant Action presented a good faith dispute of the
19 claims alleged, and the Court finds in favor of settlement approval.

20 5. The Released Class Claims on behalf of the Participating Class Members
21 included: all claims stated in the operative Complaint and those based solely upon the facts in the
22 Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3)
23 failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse
24 business expenses, (6) failure to timely pay wages each period, (7) failure to timely pay final
25 wages, (8) failure to provide accurate itemized wage statements, and (9) unfair and unlawful
26 competition.

27 6. The PAGA Released Class on behalf of the Aggrieved Employees included: any
28 and all PAGA claims that Plaintiff alleged against the Released Parties based on the facts stated

1 in the relevant LWDA notice letters and only to the extent that they are alleged in the operative
2 Complaint, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay
3 minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4)
4 failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to timely pay
5 wages each period, (7) failure to timely pay wages upon separation of employment, and (8)
6 failure to provide accurate itemized wage statements, and (9) all other claims for civil penalties
7 recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the
8 facts or claims alleged in the LWDA notice letters and operative Complaint.

9 7. There were no Objections and no Requests for Exclusion from the Settlement;
10 thus, all Participating Class Members are entitled to payment pursuant to the Settlement and this
11 Judgment. Furthermore, all Aggrieved Employees are entitled to payment pursuant to this
12 Settlement and Judgment.

13 8. The Court approves the Settlement, as set forth in the Settlement Agreement and
14 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
15 Parties are directed to perform in accordance with the terms set forth in the Settlement
16 Agreement and this Order and Judgment.

17 9. The Parties are to bear their own costs, except as otherwise provided in the
18 Settlement Agreement and this Order and Judgment.

19 10. For purposes of effectuating this Order and Judgment, this Court has certified the
20 following Class: “All current and former nonexempt employees employed by Defendants in
21 California at any time during the Class Period (which is April 13, 2017, through May 2, 2023).”
22 The Court deems this definition sufficient for purposes of California Rules of Court, Rule
23 3.765(a).

24 11. With respect to the Settlement Class and for purposes of approving this
25 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
26 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
27 fact common to the Class Members, and there is a well-defined community of interest among the
28 Class Members with respect to the subject matter of the Action; (c) the claims of Class

Representative are typical of the claims of the Class Members; (d) the Class Representative has fairly and adequately protected the interests of the Class Members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in his individual and representative capacity and for the Class.

12. By this Order and Judgment, the Class Representative shall release, relinquish, and discharge the Released Class Claims, as defined in the Settlement Agreement. Additionally, by this Judgment, each of the Participating Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Class Claims.

13. By this Order and Judgment, Plaintiff and the LWDA shall fully, finally, and forever release, relinquish and discharge Defendants and the Released Parties from all PAGA Released Claims, as defined in the Settlement Agreement and above.

14. The Settlement is not an admission of wrongdoing or violation by Defendants or any of the other Released Parties, nor is this Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendants or any of the other Released Parties. Neither this Settlement Approval Order, the Settlement, or the Judgment nor any document referred to herein, nor any action taken to carry out the Settlement are, may be construed as, or may be used as an admission by or against Defendants or any of the other Released Parties of any fault, wrongdoing, or liability whatsoever.

15. The Gross Settlement Amount to be paid under the Settlement Agreement is \$250,000. From this amount, Class Counsel sought an award of attorney's fees of \$83,333.33, litigation expenses of \$9,564.47, a Service Award of \$5,000 to Plaintiff and Class Representative Amy Phelan, Settlement Administrator Costs of \$6,000 to Phoenix Administration, and \$7,500 to the LWDA for PAGA penalties and \$2,500 to the Aggrieved Employees. Defendants do not oppose these requests. The Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below from the Settlement Amount:

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- A. \$83,333.33 to Class Counsel for attorneys' fees;
- B. \$9,564.47 to Class Counsel for costs/expenses;
- C. \$5,000 to Class Representative Amy Phelan as a Service Award;
- D. \$6,000 to the Settlement Administrator, Phoenix Settlement Administrators;
- E. \$7,500 to the LWDA;
- F. \$2,500 to the Aggrieved Employees;
- G. \$25,343.98 Credit for Prior Payments made by Defendants;
- H. 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.

16. Defendants are directed to fund the Settlement Amount in accordance with the Settlement Agreement and the timeline set forth below. The Settlement Administrator is directed to calculate the Participating Class Member's Individual Settlement Payments from the Net Settlement Amount, as well as the Aggrieved Employees individual payment, and issue all payments within in accordance with the Settlement Agreement and the timeline set forth below:

The date this Order is entered	The Effective Date occurs.
30 days after the Effective Date	Defendants are directed to issue the Settlement Amount to the Settlement Administrator, plus Defendants' share of payroll taxes, but minus amount of Prior Payments made.
10 days after receipt of Payment	Settlement Administrator to issue all payments.
180 days after payment is issued	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
December 6, 2024	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including the status of issuing any uncashed funds.
December 20, 2024	Final Report Hearing re: status of funding.

1 17. The envelope transmitting the settlement checks shall bear the notation “YOUR
2 CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” Concurrently with mailing the
3 settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement
4 Administrator shall include a Notice of Entry of Judgment to all Class Members either on a
5 postcard or as a detachable portion of the check for the Participating Class Members, noting the
6 following: “Please be advised that on [INSERT DATE] the Superior Court of California for the
7 County of Riverside entered Judgment in the case entitled *Phelan v. RLS-CMC, Inc.*, Case No.
8 CVRI2101907, on behalf of the Participating Class Members (which includes ““All current and
9 former nonexempt employees employed by Defendants in California at any time during the Class
10 Period (which is April 13, 2017, through May 2, 2023).”).

11 18. Participating Class Members and Aggrieved Employees shall have 180 days to
12 negotiate the settlement check from the date of issuance by the Settlement Administrator. If a
13 check has not been cashed within 60 days after issuance, the Settlement Administrator shall mail
14 a reminder postcard within 10 days thereafter and provide the Participating Class Member with
15 the deadline to cash the check. If any check that is issued to a current employee of Defendants is
16 returned to the Settlement Administrator as undeliverable and the Settlement Administrator is
17 unable to locate a valid mailing address, then the Settlement Administrator shall arrange with the
18 Defendants to have the check(s) delivered to the Participating Class Member at their place of
19 employment. In the event that a Participating Class Members and/or Aggrieved Employees does
20 not negotiate his/her check within this time period, the check will be canceled. The value of the
21 unclaimed funds in the Settlement Administrator’s account as a result of a failure to timely cash
22 a settlement check shall be issued to the California State Controller in the name of the Class
23 Member and/or Aggrieved Employee.

24 19. This document shall constitute a Judgment for purposes of California Rule of
25 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
26 Class Representative, the Class Members, and Defendants for the purposes of supervising the
27 implementation, enforcement, construction, administration, and interpretation of the Settlement
28 Agreement and this Judgment.

1 IT IS SO ORDERED.

2 Dated: _____

3 _____
Hon. Harold Hopp