

1 **BOKHOUR LAW GROUP, P.C.**
2 Mehrdad Bokhour, Esq. (CA Bar No. 285256)
3 *mehrdad@bokhourlaw.com*
4 1901 Avenue of the Stars, Suite 450
5 Los Angeles, California 90067
6 Tel: (310) 975-1493; Fax: (310) 675-0861

7 **FALAKASSA LAW, P.C.**
8 Joshua S. Falakassa, Esq. (CA Bar No. 295045)
9 *josh@falakassalaw.com*
10 1901 Avenue of the Stars, Suite 450
11 Los Angeles, California 90067
12 Tel: (818) 456-6168; Fax: (888) 505-0868

13 Attorneys for Plaintiffs and the Putative Class

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF SAN JOAQUIN**

16 **THERESA ATKINS, on behalf of herself and**
17 **all others similarly situated;**

18 **Plaintiffs,**

19 **v.**

20 **BARBOSA CABINETS, INC., a California**
21 **Corporation; and DOES 1 through 50, inclusive;**

22 **Defendants.**

CASE NO.: STK-CV-UOE-2021-2842

Assigned to the Hon. George J. Abdallah

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF JUDGMENT
APPROVING SETTLEMENT WITH NO
ADMISSION OF LIABILITY**

Hearing Information:

Date: December 10, 2024

Time: 9:00 a.m.

Dept.: 10A

DEC 10 2024

STEPHANIE BOHRER, CLERK

By *[Signature]* DEPUTY

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; ENTRY OF JUDGMENT
APPROVING SETTLEMENT WITH NO ADMISSION OF LIABILITY**

ORIGINAL

(FAXED)

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1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set
2 forth in the Class Action and PAGA Settlement Agreement ("Settlement Agreement") came for a
3 hearing in Department 10A of the above-entitled court. The Final Approval Motion was
4 unopposed by Defendant Barbosa Cabinets, Inc.

5 Having considered the Final Approval Motion, the Settlement Agreement, the
6 Declarations, 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 Class, and the Court having considered the
10 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
11 comments received regarding the proposed settlement, and having reviewed the record in this
12 Action, and good cause appearing,

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

14 1. The Court, for purposes of this Judgment Approving Settlement with No
15 Admission of Liability and Order ("Judgment"), refers to all defined terms (i.e., terms with initial
16 capitalization) as set forth in the Settlement Agreement.

17 2. The Court has jurisdiction over the subject matter over this Action, the Class
18 Representatives, the Class Members, and Defendant.

19 3. For purposes of effectuating this Order and Judgment, the Court, for settlement
20 purposes only, finds that the proposed Class is ascertainable and that there is a sufficiently
21 defined community of interest among the Class Members in questions of law and fact. The
22 Court, therefore, certifies the following Class for settlement purposes only:

23 "all current and former non-exempt employees of Defendant in the
24 State of California at any time between April 2, 2017, through June
25 13, 2024."

26 4. The Court deems this definition sufficient for purposes of California Rules of
27 Court, rule 3.765(a).

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

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

16 7. The Court finds that the instant Action presented a good faith dispute of the
17 claims alleged, and the Court finds in favor of settlement approval.

18 8. The Released Class Claims on behalf of the Settlement Class Members include:
19 In consideration for their awarded Individual Settlement Payments, as of the date
20 the Settlement becomes Final, all Class Members (other than those Class
21 Members who timely and validly elected not to participate in the Settlement) on
22 behalf of themselves and their respective former and present representatives,
23 agents, attorneys, heirs, administrators, successors, and assigns, release and
24 discharge Barbosa, and all of its former and present parents, subsidiaries, and
25 affiliates, and their current and former officers, directors, employees, partners,
26 shareholders and agents, and the predecessors and successors, assigns, and legal
27 representatives of all such entities and individuals ("Released Parties") from (i) all
28 claims that were alleged, or reasonably could have been alleged, under state or

1 federal law, based on the facts stated in the operative complaint during the
2 Covered Period and ascertained in the course of the Action including claims for
3 (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to
4 provide meal periods; (d) failure to provide rest periods; (e) failure to pay all due
5 wages at termination; (f) failure to provide accurate itemized wage statements; (g)
6 unfair competition; (h) failure to pay for all time worked based on rounding of
7 time; (i) regular rate of pay errors; (j) liquidated damages, and any other related
8 civil and statutory penalties, including those recoverable under PAGA; and (k) all
9 attorneys' fees, interest, and litigation costs related to these claims arising during
10 the Covered Period ("Class Members' Released Claims"). The Class Members'
11 Released Claims include without limitation claims meeting the above definition(s)
12 under any and all applicable statutes, including without limitation the California
13 Payment of Wages Law, and in particular, California Labor Code §§ 200, 201,
14 202, 203, 204, 208, 210, 218.6, 221, 222, 223, 226, 226.3, 226.7, 256, 510, 512,
15 516, 558, 1174, 1174.5, 1193.6, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
16 1198.5, 1199; the California Unfair Competition Act, and in particular, California
17 Bus. & Prof. Code §§ 17200 et seq.; the PAGA, California Labor Code §§ 2698 et
18 seq.; California Code of Civil Procedure § 1021.5; California Civil Code §§ 3287
19 and 3288; all applicable California Industrial Wage Orders, and any other
20 provision of the California Labor Code or any applicable California Industrial
21 Welfare Commission Wage Orders (including but not limited to Wage Order Nos.
22 1 and 4).

23 9. The Released PAGA Claims on behalf of the PAGA Members and the State of
24 California include:

25 In consideration for their awarded PAGA Payments, as of the date the Settlement
26 becomes Final, all PAGA Members will release, on behalf of themselves and their
27 respective former and present representatives, agents, attorneys, heirs,
28 administrators, successors, and assigns any and all claims for civil penalties under

1 PAGA California Labor Code § 2698 et. seq.), in addition to interest, attorneys'
2 fees, litigation costs, against Barbosa and the Released Parties that arise out of or
3 reasonably relate to the claims alleged in the Action and PAGA Notice(s) or that
4 could have been alleged based on the factual allegations in the Action and PAGA
5 Notice(s) (the "Released PAGA Claims"). All PAGA Members who worked for
6 Barbosa during the PAGA Period will release the PAGA claims described herein
7 and will receive a portion of the amount set aside as PAGA penalties, regardless
8 of whether they opt out of the release of the Class Claims.

9 10. There were no Objections and no Requests for Exclusion to the Settlement. All
10 Class Members are Settlement Class Members, who are entitled to an Individual Class Payment
11 pursuant to the Settlement and this Judgment. Likewise, all PAGA Members are entitled to an
12 Individual PAGA Payment, constituting a pro rata share of PAGA Penalties.

13 11. 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 Settlement Class Members, the PAGA Members and the State of California. The Parties are
16 directed to perform in accordance with the terms set forth in the Settlement Agreement.

17 12. The Parties are to bear their own costs, except as otherwise provided in the
18 Settlement Agreement.

19 13. By this Judgment, the Class Representatives shall release, relinquish, and
20 discharge, and each of the Settlement Class Members and PAGA Members and the State of
21 California shall be deemed to have, and by operation of the Judgment shall have, fully, finally,
22 and forever released, relinquished, and discharged all Released Claims, as defined in the
23 Settlement Agreement.

24 14. 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 Class Representatives, the
27 Class Members, the PAGA Members or the State of California as an admission of, or evidence
28 of, the validity of any of the Released Class Claims, or of any wrongdoing or liability of

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

10 15. The Gross Settlement Amount to be paid under the Settlement Agreement is
11 \$3,450,000.00. From this amount, Class Counsel sought a Class Counsel Fee Payment of
12 \$1,150,000.00, Class Counsel Litigation Expenses of \$73,711.68, a Service Payment for Class
13 Representatives (Theresa Atkins, Leonardo Robaina, Khol Rafael, and Ernesto Lainez) of
14 \$10,000 each, an Administrator Expenses Payment of \$11,950.00 to ILYM Group, Inc., and
15 \$37,500 to the LWDA for PAGA penalties and \$12,500 to the PAGA Members for PAGA
16 Penalties. Defendant does not oppose these requests. The Gross Settlement Amount includes
17 any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments,
18 which shall be reported through the Settlement Administrator. The Court finds that the
19 Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below
20 from the Settlement Amount:

- 21 A) \$1,150,000 to Class Counsel for Class Counsel Fee Payment in light of the
22 benefit obtained on behalf of the Class, which shall be divided equally
23 between Falakassa Law, P.C. and Bokhour Law Group, P.C.;
- 24 B) \$73,711.68 to Class Counsel for Class Counsel Litigation Expenses;
- 25 C) \$25,000 to the Class Representative as a Service Payment;
- 26 D) \$11,950.00 to the Settlement Administrator, ILYM Group, Inc.;
- 27 E) \$37,500 to the LWDA;
- 28 F) \$12,500 to the Aggrieved Employees on a pro rata basis;

1 G) After deducting the foregoing payments from the Settlement Amount, the
2 remainder shall form the Net Settlement Amount payable to the
3 Settlement Class Members as set forth in the Settlement Agreement and
4 as calculated by the Settlement Administrator.

5 16. The Settlement Administrator is directed to calculate the Settlement Class
6 Member's Individual Class Payments and the PAGA Members' Individual PAGA Payments and
7 issue all payments within in accordance with the Settlement Agreement and this
8 Order/Judgment.

9 17. Concurrently with mailing the settlement checks to the Settlement Class Members
10 and PAGA Members, the Settlement Administrator shall include a Notice of Entry of Judgment
11 to all Settlement Class Members either on a postcard or as a detachable portion of the check for
12 the Settlement Class Members, noting the following: "Please be advised that on [insert date],
13 2024, the Superior Court of California for the County of San Joaquin entered Judgment in the
14 case entitled *Atkins et al. v. Barbosa Cabinets, Inc.*, Case No. STK-CV-UOE-2021-2842, on
15 behalf of "All current and former non-exempt employees of Barbosa Cabinets, Inc. in the State
16 of California at any time between April 2, 2017, through June 13, 2024"

17 18. Settlement Class Members and PAGA Members shall have 180 days to negotiate
18 the settlement check(s) from the date of issuance by the Settlement Administrator. In the event
19 that a Settlement Class Member or PAGA Member does not negotiate his/her check(s) within
20 this time period, the check will be canceled. The value of the unclaimed funds in the Settlement
21 Administrator's account as a result of a failure to timely cash a settlement check shall be paid to
22 the California State Controller's Unclaimed Property Fund in the name of the Settlement Class
23 Member.

24 19. The following dates shall govern for purposes of implementing this
25 Order/Judgment, assuming that no notice of appeal of the Judgment in this matter is filed:

26 Effective Date	27 Date by which the Court's order granting 28 Final Approval of the Settlement becomes final and is no longer subject to appeal. Such order becomes final upon the following
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	events: (i) the Court issuing an order granting Final Approval of the Settlement, (ii) the expiration of time to file an appeal per California Rule of Court 8.104 or any other applicable statute/rule, and (iii), in the event an appeal is filed, the resolution of any and all appeals filed.
Within 21 days after the Effective Date	Defendant will deposit money into an account, through the Settlement Administrator, in an amount equal to the Gross Settlement Fund ("GSA").
Within 10 (ten) calendar days after receipt of the GSA.	Settlement Administrator to issue all Individual Class Payments to the Settlement Class Members, Individual PAGA Payments to the PAGA Members, payment to Class Counsel for the Court approved Class Counsel Fees and Costs Award, the Court approved Service Payment to the Class Representatives, the payment to the proper State authority for PAGA Payment, and pay itself the Court approved Settlement Administration Costs.
180 days after payment is issued	Deadline for Class Members to cash checks.
TBD	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
Date: <u>SEPTEMBER 4, 2025</u> Time: <u>9:00</u> a.m./p.m.	OSC re: Compliance with the Order and status of disbursements.

20. 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, and Defendant for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

1 IT IS SO ORDERED.

2 Dated: Dec. 10, 2024

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4 HON. GEORGE J. ABDALLAH
5 JUDGE OF THE SUPERIOR COURT
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