

PLAINTIFF/PETITIONER: Fabian Rivera
 DEFENDANT/RESPONDENT: Metro R.F Services, Inc.

CASE NUMBER:
 CIVSB2121607 / Department S36

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
- a. ☐ deposited the sealed envelope with the United States Postal Service.
 - b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
- b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: August 28, 2025

Geoffrey Varas

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

AUG 04 2025


BY Kristen Collier Kosmatka, Deputy

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan SBN (279015)
Helene Mayer (SBN 332975)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff and the Class

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

FABIAN RIVERA, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

METRO RF SERVICES, INC.; and DOES 1
through 100, inclusive,

Defendants.

Case No.: CIVSB2121607

Honorable ~~Tony Raphael~~
Department S36 JOSEPH WIDMAN

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: August 4, 2025
Time: 8:30 a.m.
Department: S36

Complaint Filed: July 26, 2021
Trial Date: None Set

1 This matter has come before the Honorable Tony Raphael in Department S-36 of the
2 above-entitled Court, located at 247 West Third Street, San Bernardino, California 92415, on
3 Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees,
4 Costs, and Enhancement Award ("Motion for Final Approval"). Lawyers for Justice, PC appears
5 on behalf of Plaintiff Fabian Rivera ("Plaintiff"), and Medina McKelvey LLP appears on behalf
6 of Defendant Metro R.F. Services, Inc. ("Defendant").

7 On December 24, 2024, the Court entered the Order Granting Preliminary Approval of
8 Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
9 settlement of the above-entitled action ("*Rivera* Class Action") and the PAGA representative
10 action entitled *Fabian Rivera vs Metro R.F. Services, Inc.*, filed in San Bernardino County Superior
11 Court, Case No. CIVSB2123539 ("*Rivera* PAGA Action") (together the *Rivera* Class Action and
12 *Rivera* PAGA Action are referred to as the "Actions"), in accordance with the Joint Stipulation of
13 Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement
14 Agreement"), which, together with the exhibits annexed thereto, set forth the terms and conditions
15 for settlement of the Actions.

16 Having reviewed the Settlement Agreement and duly considered the parties' papers and
17 oral argument, and good cause appearing,

18 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

19 1. This Order incorporates by reference the definitions in the Settlement Agreement,
20 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
21 Settlement Agreement.

22 2. This Court has jurisdiction over the claims of the Class Members asserted in this
23 proceeding and over all parties to the Actions.

24 3. The Court finds that the applicable requirements of California Code of Civil
25 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
26 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
27 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
28 hereby defined to include:

1 All current and former hourly-paid or non-exempt employees of Defendant
2 in California at any time during the period from January 27, 2017 through
March 12, 2023 ("Class" or "Class Members").

3 4. The Court Approved Notice of Class Action Settlement ("Class Notice") that was
4 provided to the Class Members, fully and accurately informed the Class Members of all material
5 elements of the Settlement and of their opportunity to participate in the Settlement, object to or
6 comment on the Class Settlement, or to seek exclusion from the Class Settlement; was the best
7 notice practicable under the circumstances; was valid, due, and sufficient notice to all Class
8 Members; and complied fully with the laws of the State of California, the United States
9 Constitution, due process, and other applicable law. The Class Notice fairly and adequately
10 described the Settlement and provided the Class Members with adequate instructions and a variety
11 of means to obtain additional information.

12 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
13 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
14 specifically, the Court finds that the Settlement was reached following meaningful discovery and
15 investigation conducted by Lawyers for Justice, PC ("Class Counsel"); that the Settlement is the
16 result of serious, informed, adversarial, and arm's-length negotiations between the parties; and that
17 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
18 Court has considered all of the evidence presented, including evidence regarding the strength of
19 Plaintiff's claims; the risk, expense, and complexity of the claims presented; the likely duration of
20 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
21 completed; and the experience and views of Class Counsel. The Court has further considered the
22 absence of objections to the Class Settlement submitted by Class Members. Accordingly, the Court
23 hereby directs that the Settlement be effected in accordance with the Settlement Agreement and
24 the following terms and conditions.

25 6. A full opportunity has been afforded to the Class Members to participate in the
26 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
27 heard. The Court also finds Class Members also have had a full and fair opportunity to exclude
28 themselves from the Class Settlement. Accordingly, the Court determines that all Class Members

1 who have not submitted a timely and valid Request for Exclusion from the Class Settlement
2 ("Settlement Class Members"), are bound by the Class Settlement and by this order and judgment
3 ("Final Approval Order"); and the State of California and all current and former hourly-paid or
4 non-exempt employees of Defendant who worked in California at any time during the period from
5 December 7, 2019 through March 12, 2023 ("PAGA Members") are bound by the PAGA
6 Settlement and this Final Approval Order.

7 7. The Court finds that allocation of \$50,000.00 toward penalties under the California
8 Private Attorneys General Act of 2004 ("PAGA Allocation"), is fair, reasonable, and appropriate,
9 and hereby approved. The Settlement Administrator shall distribute the PAGA Allocation as
10 follows: the amount of \$37,500.00 to the California Labor and Workforce Development Agency
11 ("LWDA Payment"), and the amount of \$12,500.00 to be distributed to the PAGA Members
12 ("PAGA Member Amount"), in accordance with the terms and methodology set forth in the
13 Agreement.

14 8. The Court finds that payment of Settlement Administration Costs in the amount of
15 \$6,500.00 is appropriate for the services performed and costs incurred and to be incurred for the
16 notice and settlement administration process. It is hereby ordered that the Settlement
17 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$6,500.00, in
18 accordance with the terms and methodology set forth in the Agreement.

19 9. The Court finds that the Enhancement Award sought is fair and reasonable for the
20 work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
21 Administrator issue payment in the amount of \$5,000.00 to Plaintiff Fabian Rivera for his
22 Enhancement Award, according to the terms and methodology set forth in the Agreement.

23 10. The Court finds that the requested Attorneys' Fees in the amount of \$157,500.00 to
24 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
25 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
26 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
27 amount of \$157,500.00 to Class Counsel for attorneys' fees, in accordance with the terms and
28 methodology set forth in the Agreement.

1 11. The Court finds that the requested Costs of \$13,765.31 to Class Counsel is
2 reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue
3 payment in the amount of \$13,765.31 to Class Counsel for reimbursement of litigation costs and
4 expenses, in accordance with the terms and methodology set forth in the Agreement.

5 12. The Court hereby orders that upon the Effective Date and full funding of the
6 Maximum Settlement Amount (including all employer payroll taxes owed on the wage portion of
7 the Individual Settlement Payments), Plaintiff and all Settlement Class Members shall be
8 conclusively determined to have given a release of any and all Released Class Claims against the
9 Released Parties, in accordance with the terms set forth in the Settlement Agreement.

10 13. The Court hereby orders that upon the Effective Date and full funding of the
11 Maximum Settlement Amount, Plaintiff, the State of California, and all PAGA Members shall be
12 conclusively determined to have given a release of any and all Released PAGA Claims against the
13 Released Parties, in accordance with the terms set forth in the Settlement Agreement.

14 14. It is hereby ordered that within 30 calendar days of the Effective Date, Defendant
15 shall remit to the Settlement Administrator the Maximum Settlement Amount in full resolution.
16 Within 7 calendar days of funding, the Settlement Administrator shall distribute the following
17 payments: (i) Individual Settlement Payments to Settlement Class Members, (ii) Individual PAGA
18 Payments to PAGA Members, (iii) LWDA Payment to the LWDA, (iv) Court-approved
19 Enhancement Award to Plaintiff, (v) Court-approved Attorney's Fees and Costs to Class Counsel,
20 and (vi) Court-approved Settlement Administration Costs to itself.

21 15. Any checks issued to Class Members or PAGA Members shall remain valid and
22 negotiable for 180 calendar days from the date of their issuance. For any Class Member whose
23 Individual Settlement Payment check or Individual PAGA Payment check is uncashed within 180
24 days, the Settlement Administrator shall transmit the funds represented by such checks to the
25 California State Controller's Unclaimed Property Fund Division in the name of the Settlement
26 Class Member or PAGA Member and in the respective amount of funds payable to them. All
27 Settlement Class Members and PAGA Members shall be bound by the terms and conditions of this
28

1 Settlement Agreement regardless of whether or not they cash or otherwise negotiate their
2 Individual Settlement Payment check and/or Individual PAGA Payment check.

3 16. After entry of this Final Approval Order, pursuant to California Rules of Court,
4 Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the
5 Settlement Agreement and this Final Approval Order, to hear and resolve any contested challenge
6 to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
7 connection with the distribution of settlement benefits.

8 17. Notice of entry of this Final Approval Order shall be given to the Settlement Class
9 Members and PAGA Members by posting a copy of the Final Approval Order on the Settlement
10 Administrator's website for a period of at least 60 calendar days after the date of entry of this Final
11 Approval Order. Individualized notice is not required.

12 18. A Final Compliance Hearing is set for June 30, 2026 at 9:00 a.m.
13 am/pm in Department S36. Class Counsel shall submit a final accounting report regarding the
14 status of the settlement administration at least 5 court days prior to the Final Compliance Hearing.

15
16 Dated: 8/4/25

Joseph Widman
Honorable ~~Tony Raphael~~
Judge of the Superior Court

JOSEPH WIDMAN

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On August 28, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Timothy B. Nelson
Kyle W. Owen
MEDINA MCKELVEY LLP
925 Highland Pointe Drive, Suite 300
Roseville, California 95678
Service Emails: tim@medinamckelvey.com; kyle@medinamckelvey.com;
andrew@medinamckelvey.com; erin@medinamckelvey.com

Attorneys for Defendant Metro R.F Services, Inc.

[X] BY E-MAIL

The above-referenced document(s) was transmitted to the person(s) at the e-mail address(es) listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above
is true and correct.

Executed on August 28, 2025, at Glendale, California.



Geoffrey Varas