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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

EUSEBIO MORALES JR., individually, and
on behalf of other members of the general
public similarly situated, and on behalf of
aggrieved employees pursuant to the Private
Attorneys General Act ("PAGA");

Plaintiff,

v.

CYGNUS HOME SERVICE, LLC, a
Minnesota limited liability company; and
DOES 1 through 100, inclusive;

Defendants.

Case No.: BCV-24-103203-BCB

Assigned for All Purposes to:
Honorable Bernard C. Barmann, Jr.
Division H

CLASS ACTION

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

Hearing Date: June 4, 2025
Hearing Time: 8:30 a.m.
Hearing Place: Division H

Complaint Filed: September 19, 2024
Trial Date: None Set

FILED
KERN COUNTY SUPERIOR COURT
06/04/2025
BY Evans, Gricelda
DEPUTY

1 Having read the papers filed regarding Plaintiff Eusebio Morales Jr.'s ("Plaintiff") Motion
2 for Final Approval of Class Action Settlement, Class Counsel Fees Payment, Class Counsel
3 Litigation Expenses Payment, and Class Representative Service Payment and after considering
4 the papers submitted in support of the motion, including the Class Action and PAGA Settlement
5 Agreement ("Settlement Agreement," "Settlement," or "Agreement"), the Court hereby FINDS
6 AND ORDERS as follows:

7 On October 15, 2024, Plaintiff and Defendant Cygnus Home Service, LLC ("Defendant")
8 entered the Settlement Agreement to settle this lawsuit.

9 On January 29, 2025, the Court entered an order preliminarily approving the settlement
10 of this lawsuit ("Preliminary Approval Order") consistent with the Code of Civil Procedure
11 section 382 and Rule of Court 3.769, ordering notice be sent to Class Members, providing Class
12 Members with an opportunity to object to the Settlement or exclude themselves from the Class,
13 and scheduling a Final Approval Hearing.

14 On June 4, 2025, the Court held the Final Approval Hearing.

15 1. Incorporation of Other Documents. This Order of Final Approval and
16 Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise
17 provided herein, all capitalized terms in this Order and Judgment shall have the same meaning as
18 set forth in the Settlement Agreement.

19 2. Jurisdiction. Because adequate notice was disseminated and all Class
20 Members were given the opportunity to request exclusion from the Class, the Court has personal
21 jurisdiction over the claims of all Class Members. The Court has subject matter jurisdiction over
22 this lawsuit, including jurisdiction to approve the Settlement and grant final Class certification.

23 3. Final Class Certification. The Court finds that the Class satisfies all
24 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
25 process. The Court certifies a Class consisting of all current and former Routes Service
26 Representatives of Defendant within the State of California and all current and former hourly-
27 paid, non-exempt employees of Defendant within the State of California at any time during the
28 period from July 28, 2019 through August 27, 2024 ("Class," "Class Members," and "Class

Period”). There are four hundred seven (407) Class Members who did not submit valid and timely Requests for Exclusion (“Participating Class Members”).

4. Adequacy of Representation. Class Counsel fully and adequately represented the Class in entering and implementing the Settlement and satisfied the requirements of Code of Civil Procedure section 382.

5. Class Notice. The Court finds that the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its distribution to Class Members have been implemented pursuant to the Settlement and the Preliminary Approval Order. The Court finds that the Class Notice:

- a. Constitutes notice reasonably calculated to apprise Class Members of: (i) pendency of the lawsuit; (ii) material terms and provisions of the Settlement and their rights; (iii) their right to object to any aspect of the Agreement; (iv) their right to exclude themselves from the Settlement; (v) their right to receive settlement payments; (vi) their right to appear at the Final Approval Hearing; and (vii) binding effect of the orders and judgment in this lawsuit on all Participating Class Members;
- b. Constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due process;
- c. Constitutes the best practicable notice to Class Members under the circumstances of the lawsuit; and
- d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

6. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Settlement Agreement.

7. Final Settlement Approval. The terms and provisions of the Agreement have been entered in good faith, resulting from arm’s-length negotiations by experienced counsel who have meaningfully investigated the disputed claims. The Agreement and all its terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the best interests of the Parties. The Parties shall implement the Agreement according to its terms and provisions.

1 8. Binding Effect. The terms and provisions of the Settlement and this Order
2 and Judgment are binding on Plaintiff, Participating Class Members, and Aggrieved Employees,
3 as well as their spouses, representatives, agents, heirs, administrators, successors, and assigns.
4 Those terms shall have res judicata and other preclusive effect in all pending and future claims,
5 lawsuits, or other proceedings maintained by or on behalf of any such persons to the extent those
6 claims, lawsuits, or other proceedings involve matters that were or could have been raised and are
7 encompassed by the Released Class Claims and Released Private Attorneys General Act of 2004
8 (“PAGA”) Claims. The Settlement will have no binding effect upon, and provide no res judicata
9 preclusion to, Class Members who have submitted timely requests for exclusion.

10 9. Release by Participating Class Members. Effective on the date when
11 Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes
12 owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on
13 behalf of themselves and their former and present representatives, agents, attorneys, heirs,
14 administrators, successors, and assigns, release Defendant and the Released Parties from all
15 claims that were alleged, or could have been alleged, based on the facts contained in the Operative
16 Complaint and that occurred during the Class Period, including but not limited to claims for
17 violation of Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, 203, 204, 205.5,
18 210, 218.5, 221, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198,
19 2800, and 2802, violations of Code of Regulations Title 8 section 11040, violations of and relief
20 under Code of Civil Procedure section 1021.5, and violations of Business & Professions Code
21 section 17200, *et seq.* Except as set forth in Section E.3. of the Agreement, Participating Class
22 Members do not release any other claims, including claims for vested benefits, wrongful
23 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
24 disability, social security, workers’ compensation, or claims based on facts occurring outside the
25 Class Period.

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1 a. Release by Aggrieved Employees. Effective on the date when Defendant
2 fully funds the entire Gross Settlement Amount and funds all employer
3 payroll taxes owed on the Wage Portion of the Individual Class Payments,
4 all Participating and Non-Participating Class Members, who are Aggrieved
5 Employees, are deemed to release, on behalf of themselves and their
6 former and present representatives, agents, attorneys, heirs, administrators,
7 successors, and assigns, Defendant and the Released Parties from all
8 claims for PAGA penalties that were alleged, or could have been alleged,
9 based on the facts stated in the Operative Complaint and PAGA Notice that
10 occurred during the PAGA Period. For purposes of illustration, only, the
11 Released Claims shall include claims for violation of Labor Code sections
12 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, 203, 204, 205.5, 210, 218.5,
13 221, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1194, 1194.2, 1197,
14 1197.1, 1198, 2800, 2802, and 2698, et seq., violations of Code of
15 Regulations Title 8 section 11040, violations of and relief under Code of
16 Civil Procedure section 1021.5, and violations of Business & Professions
17 Code section 17200, et seq.

18 b. Plaintiff's Release. Effective on the date when Defendant fully funds the
19 entire Gross Settlement Amount and funds all employer payroll taxes owed
20 on the Wage Portion of the Individual Class Payments, Plaintiff and his
21 former and present spouses, representatives, agents, attorneys, heirs,
22 administrators, successors, and assigns generally release and discharge the
23 Defendant and the Released Parties from all claims, transactions, or
24 occurrences that occurred during the Class Period and PAGA Period,
25 including, but not limited to: (a) all claims that were, or could have been,
26 alleged based on the facts contained in the Operative Complaint; and (b)
27 all PAGA claims that were, or could have been, alleged based on facts
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1 contained in the PAGA Notice (“Plaintiff’s Release”). For purposes of
2 illustration, only, the Released Claims shall include claims for violation of
3 Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, 203, 204,
4 205.5, 210, 218.5, 221, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1194,
5 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2698, et seq., violations of
6 Code of Regulations Title 8 section 11040, violations of and relief under
7 Code of Civil Procedure section 1021.5, and violations of Business &
8 Professions Code section 17200, *et seq.* Plaintiff’s Release does not extend
9 to any claims or actions to enforce this Agreement, or to any claims for
10 vested benefits, unemployment benefits, disability benefits, social security
11 benefits, workers’ compensation benefits that arose at any time, or based
12 on occurrences outside the Class Period. Plaintiff acknowledges he may
13 discover facts or law different from, or in addition to, the facts or law
14 Plaintiff now knows or believes to be true but agrees Plaintiff’s Release
15 shall be and remain effective in all respects, notwithstanding such different
16 or additional facts or the discovery of them. Furthermore, Plaintiff
17 expressly waives and relinquishes the provisions, rights, and benefits, if
18 any, of section 1542 of the Civil Code.

- 19 c. Released Parties. The Released Parties means Defendant and its past,
20 present or future parent, subsidiary, affiliate, predecessor or successor
21 entities, and all agents, employees, owners, shareholders, insurers,
22 reinsurers, assigns, officers, directors and attorneys.

23 10. Class Counsel Fees Payment and Class Counsel Litigation Expenses
24 Payment. The Court finds the Class Counsel Fees Payment of \$460,750 to be reasonable and
25 appropriate. The Court also finds the Class Counsel Litigation Expenses Payment for
26 reimbursement of litigation costs incurred of \$39,827.11 to be reasonable and appropriate. Such
27 fees and costs are to be paid pursuant to the Settlement terms and provisions. Defendant shall not
28 be required to pay for any other attorneys’ fees and expenses, costs, or disbursements incurred by

1 Class Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall not
2 be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by
3 Plaintiff or Class Members in connection with or related to this matter, Settlement, administration,
4 and/or Released Class Claims and Released PAGA Claims.

5 a. Courts have an independent right and responsibility to review the requested
6 attorneys' fees and only award so much as it determines reasonable. (See
7 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118
8 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of \$460,750
9 is thirty-eight percent (38%) of the common fund created for the benefit of
10 the Class Members and is supported by the percentage-fee method. (See
11 *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.)
12 Considering the results achieved, financial risk undertaken, difficult nature
13 of this litigation, skills required, percentage fees awarded in other cases,
14 and contingent fees charged in the private marketplace, the Court finds that
15 the requested Class Counsel Fees Payment is reasonable and is approved.

16 b. The Court reviewed the Declaration of Douglas Han regarding costs
17 expended in prosecuting this case. Pursuant to the Settlement, Class
18 Counsel may seek reimbursement of up to \$35,000. The Court finds that
19 Class Counsel expended \$39,827.11 in litigation costs, which slightly
20 exceed the maximum amount set forth above, and that such costs were
21 reasonable. Therefore, the Court approves the payment of the Class
22 Counsel Litigation Expenses Payment of \$39,827.11 as reimbursement of
23 litigation costs.

24 11. Class Representative Service Payment. The Court finds the Class
25 Representative Service Payment of \$10,000, to be paid to Plaintiff out of the Gross Settlement
26 Amount, reasonable and appropriate. The Class Representative Service Payment is to be paid
27 pursuant to the terms and provisions set forth in the Settlement Agreement.

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1 a. The rationale for making enhancement payments is that class
2 representatives should be compensated for the expense and risk incurred in
3 conferring a benefit on the Class. Criteria courts consider are: (i) risks in
4 commencing the suit; (ii) notoriety and personal difficulties encountered;
5 (iii) amount of time and effort spent; (iv) the litigation duration; and (v)
6 personal benefit (or lack thereof) enjoyed by the class representative.

7 b. The Court reviewed Plaintiff's declaration outlining his involvement.
8 Given the risks inherent in serving as class representative, duration of the
9 case, time involved, and benefits created for the Class, the Court approves
10 the Class Representative Service Payment of \$10,000 to Plaintiff.

11 12. Administration Expenses Payment. The Court finds the Administration
12 Expenses Payment of \$8,250, to be paid by Defendant to the Administrator out of the Gross
13 Settlement Amount, reasonable and appropriate. The Administration Expenses Payment is to be
14 paid pursuant to the terms and provisions set forth in the Settlement Agreement.

15 a. The Court reviewed the declaration of Nick Castro from ILYM Group,
16 Inc., the Court-approved Administrator. The Court finds that the notice
17 provided to the Class pursuant to the Preliminary Approval Order
18 constitutes the best practicable notice to the Class and satisfied due
19 process. Thus, the Court approves the Administration Expenses Payment
20 of \$8,250 for the Administrator's services.

21 13. PAGA Penalties. The Court finds the PAGA Penalties of \$75,000, seventy-
22 five percent (75%) of which (\$56,250) will be paid to the LWDA out of the Gross Settlement
23 Amount and twenty-five percent (25%) of which (\$18,750) will be allocated to the Aggrieved
24 Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Penalties are to be
25 paid pursuant to the terms and provisions set forth in the Settlement Agreement.

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1 14. Funding of Gross Settlement Amount. Defendant funded the Gross
2 Settlement Amount by transmitting the funds to the Administrator no later than December 6,
3 2024. Defendant shall also fund all employer payroll taxes owed on the Wage Portion of the
4 Individual Class Payments by transmitting the funds to the Administrator no later than seven (7)
5 calendar days after the Court grants Final Approval. Within fourteen (14) calendar days after the
6 Effective Date, the Administrator will mail checks to the appropriate entities and persons.

7 15. Fairness of the Settlement. As noted in the Preliminary Approval Order,
8 the Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiff contends
9 that the Settlement was the product of arm's-length negotiations following litigation, discovery,
10 and exchange of documentation relating to the claims. The negotiations were facilitated with the
11 aid of Brandon McKelvey, an experienced class action mediator.

12 a. The fairness of the Settlement is demonstrated by there being no objections
13 to and no requests for exclusion from the Settlement.

14 b. The fairness of the Settlement is also illustrated by the *average* Individual
15 Class Payment being approximately \$1,520.08, and the *highest* Individual
16 Class Payment being about \$5,283.73.

17 16. Uncashed Checks. Class Members must cash or deposit their settlement
18 checks within one hundred eighty (180) calendar days after the checks are mailed to them.
19 Uncashed settlement checks will be cancelled and transmitted to the California Controller's
20 Unclaimed Property Fund in the name of the Class Member.

21 17. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
22 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
23 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
24 and for any other necessary purpose, including, without limitation:

25 a. Entering such additional orders as may be necessary or appropriate to
26 protect or effectuate this Order and Judgment approving the Settlement
27 Agreement, and permanently enjoining Plaintiff, Class Members, and
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1 Aggrieved Employees from initiating or pursuing related proceedings, or
2 to ensure the fair and orderly administration of the Settlement Agreement;

3 b. Enforcing the terms and provisions of the Settlement Agreement and
4 resolving any disputes, claims, or causes of action that, in whole or in part,
5 are related to or arise out of the Settlement Agreement or this Order and
6 Judgment; and

7 c. Entering any other necessary or appropriate orders to protect and effectuate
8 this Court's retention of continuing jurisdiction.

9 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
10 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is
11 GRANTED. The Administrator is directed to carry out the terms of the Settlement.

12 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF THE
13 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
14 HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
15 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
16 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
17 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

18 **IT IS SO ORDERED.**

19 DATED: June 4, 2025

20  Signed: 6/4/2025 08:50 AM
21 HONORABLE BERNARD C. BARMANN, JR.
22 SUPERIOR COURT JUDGE
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PROOF OF SERVICE
1013A(3) CCP

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 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is award@justicelawcorp.com

On June 11, 2025, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Morales v. Cygnus Home Service, LLC**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-842247-21**
Court Case No.: BCV-24-10320
Kern County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[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 June 11, 2025, at Pasadena, California.



Alex Ward