

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

RAYMOND FLORES, on behalf of the State of
California and other aggrieved persons,

Plaintiff,

v.

FENCE FACTORY, a California Corporation;
FENCE FACTORY dba ELECTRONIC ENTRY
DISTRIBUTORS, a California corporation;
ELECTRONIC ENTRY DISTRIBUTORS, a
California Corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 56-2021-00559015-CU-OE-VTA

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT**

*[Assigned for all purposes to Hon. Benjamin
F. Coats, Dept. 43]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

*[Filed concurrently with: Plaintiff's Notice of
Motion and Motion for Final Approval of
Class Action Settlement, Memorandum of
Points and Authorities; Declarations of Justin
F. Marquez, and Nick Castro (Settlement
Administrator) in Support of Motion.]*

FINAL APPROVAL HEARING

Date: February 2, 2024

Time: 8:20 a.m.

Dept: 43

Complaint Filed: October 14, 2021

FAC Filed: July 29, 2022

SAC Filed: June 28, 2023

Trial Date: None Set

1 The Court has before it Plaintiff Raymond Flores's ("Plaintiff") Motion for Final
2 Approval of Class Action Settlement (the "Final Approval Motion"), and after review and
3 consideration of the parties' fully executed Stipulation of Class and PAGA Action Settlement
4 and Release and Class Notice (collectively, the "Settlement" or "Settlement Agreement"),
5 attached to the Declaration of Justin F. Marquez in Support of Plaintiffs' Motion for Final
6 Approval of Class Action Settlement as **Exhibit 1**, and the papers in support of the Final
7 Approval Motion, due and adequate notice having been given to the Class Members, and the
8 Court having reviewed and considered the Settlement, all papers filed, the record, proceedings
9 in the above-entitled action ("Litigation" or "Action"), and all oral and written comments
10 received regarding the Settlement, and good cause appearing therefor,

11 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

12 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
13 Settlement filed in this case.

14 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
15 Settlement Class Members, the PAGA Group Members and Defendants Arbee, Inc. and Fence
16 Factory dba Electronic Entry Distributors Technologies, Inc. ("Defendants").

17 3. The Court finds that the Settlement appears to have been made and entered into in
18 good faith and hereby approves the settlement subject to the limitations on the requested fees and
19 enhancements as set forth below.

20 4. Plaintiff and all Participating Class Members shall have, by operation of this Final
21 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
22 and the Released Parties from all Released Class Claims as set forth in the Settlement.

23 5. Plaintiff, the State of California, and all PAGA Members shall have,
24 by operation of this Final Order and Judgment, fully, finally, and forever released, relinquished,
25 and discharged Defendant and the Released Parties from all Released PAGA Claims as set forth in
26 the Settlement.

27 6. The Parties shall bear their own respective attorneys' fees and costs, except as
28 otherwise provided for in the Settlement and approved by the Court.

1 7. Solely for purposes of effectuating the settlement, the Court finally certified the
2 following Class: “all current and former non-exempt hourly-paid employees who worked for
3 Defendant in California during the Class Period and did not previously sign a general release of
4 claims.”

5 8. The Class Period means the period that starts on February 14, 2020, through January
6 4, 2023.

7 9. The PAGA Period means the period from February 14, 2020, through January 4,
8 2023.

9 10. No Settlement Class Members have objected to the terms of the Settlement. No
10 Settlement Class Members have requested exclusion from the Settlement.

11 11. The Notice provided to the Class conforms with the requirements of California
12 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
13 by providing individual notice to all Class Members who could be identified through reasonable
14 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
15 therein to the Class Members. The Notice fully satisfies the requirements of due process.

16 12. The Court finds the Total Maximum Settlement Amount, the Net Settlement Sum
17 and the methodology used to calculate and pay the Individual Settlement Payments to each
18 Participating Class Member are fair and reasonable and authorizes the Settlement Administrator to
19 pay the Individual Settlement Payments to the Participating Class Members in accordance with the
20 terms of the Settlement.

21 13. The Court approves the Settlement and finds that it is fair, reasonable, and adequate,
22 and worthy of final approval.

23 14. The Court also finds the PAGA Payment is fair and reasonable, and that Plaintiff
24 provided notice of the proposed Settlement to the Labor and Workforce Development Agency
25 (LWDA) and will fully and adequately comply with the notice requirements of California Labor
26 Code section 2699(1). The Court hereby approves the PAGA Settlement.

27 15. Defendant shall pay the total of \$250,000.00 to resolve this litigation. Defendants
28

1 shall deposit this amount into an account established by the Settlement Administrator. Thereafter,
2 compensation to the Participating Class Members shall be disbursed pursuant to the terms of the
3 Settlement.

4 a. From the Settlement Amount, \$7,500.00 shall be paid to the California Labor and
5 Workforce Development Agency, representing 75% of the \$10,000 PAGA
6 Payment under the terms of the Settlement Agreement pursuant to the Labor Code
7 Private Attorneys General Act of 2004, California Labor Code section 2698, *et*
8 *seq.* The remaining \$2,500.00, representing 25% of the total amount allocated for
9 the PAGA Payment, shall be paid to the PAGA Group Members.

10 b. From the Settlement Amount, \$10,000.00 shall be paid to Plaintiff, Raymond
11 Flores, for his service as Class Representative and for his agreement to release
12 claims.

13 c. From the Settlement Amount, \$9,890.00 shall be paid to the Settlement
14 Administrator, ILYM Group, Inc.

15 16. The Court hereby confirms Justin F. Marquez, Christina M. Le, and Arsiné
16 Grigoryan of Wilshire Law Firm, PLC as Class Counsel.

17 17. From the Total Maximum Settlement Amount, Class Counsel is awarded
18 \$83,333.33 for their reasonable attorneys' fees and \$20,000 for their reasonable costs incurred in
19 the Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement.
20 The Court finds that the fees are reasonable in light of the benefit provided to the Class.

21 18. Notice of entry of this Final Approval Order and Final Judgment shall be given to
22 Class Members by posting a copy of the Final Approval Order and Final Judgment on ILYM
23 Group, Inc.'s website for a period of at least sixty (60) calendar days after the date of entry of this
24 Final Approval Order and Judgment.

25 19. Without affecting the finality of this Final Approval Order and Final Judgment in
26 any way, this Court retains continuing jurisdiction over the implementation, interpretation, and
27 enforcement of the Settlement with respect to all Parties to this action, and their counsel of record.
28

20. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

IT IS SO ORDERED AND AJUDGED.

DATE:

Hon. Benjamin F. Coats
Ventura County Superior Court

PROOF OF SERVICE

Flores v. Fence Factory, et al.
56-2021-00559015-CU-OE-VTA

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Sandy S. Sespene, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is ssespene@wilshirelawfirm.com.

On **January 12, 2024**, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

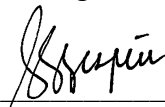
Vickie V. Grasu (SBN 224278)
vgrasu@ohaganmeyer.com
Armando Herrera
aherrera@ohaganmeyer.com
Angelina Allen-Rothwell
aallen-rothwell@ohaganmeyer.com
O'HAGAN MEYER LLP
21650 Oxnard Street, Suite 530
Woodland Hills, California 91367
Telephone: (213) 306-1610
Facsimile: (213) 306-1615

Attorneys for Defendants

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed on January 12, 2024, at Los Angeles, California.



Sandy S. Sespene