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

RUDOLPH MARQUEZ III, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

EMSER TILE, LLC, a California limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2130963

Related Case No.: CIVSB2135303

Assigned to: Hon. Christian Towns, Dept.
S26

Complaint filed: October 27, 2021

Trial date: Not set

CLASS & REPRESENTATIVE ACTION

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

FINAL APPROVAL HEARING

Date: April 23, 2026

Time: 8:30 a.m.

Dept.: S26

1 On or around August 12, 2025, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiff Rudolph Marquez III, ("Plaintiff" or
3 "Class Representative") now seeks an order granting final approval of the Class Action and PAGA
4 Settlement Agreement and Class Notice (the "Settlement" or "Settlement Agreement") for the
5 amount of \$1,250,000.00 (the "Gross Settlement Amount") between Plaintiff and Defendant Emser
6 Tile, LLC ("Defendant" and together with Plaintiff, the "Parties"). A true and correct copy of
7 the Settlement Agreement is attached to the Declaration of Lucy Nguyen in Support of Plaintiff's
8 Motion for Final Approval of Class Action and PAGA Settlement (the "Class Counsel Declaration")
9 as **Exhibit 1** submitted concurrently with Plaintiff's Motion for Final Approval of Class Action and
10 PAGA Settlement (the "Motion").

11 Due and adequate notice having been given to the Class (as defined below), and the Court
12 having reviewed and considered the Settlement, the Motion, the supporting declarations and exhibits
13 thereto, all papers filed and proceedings had herein, and the absence of any written objections
14 received regarding the Settlement, and having reviewed the record in this action, and good cause
15 appearing therefor,

16 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

17 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
18 Settlement filed in this case (hereinafter referred to as the "Action" or "Operative Complaint").

19 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the Class
20 Members, Defendant, and ILYM Group, Inc. (the "Administrator").

21 3. The Court finds that the Settlement Agreement appears to be fair, just, adequate, and
22 reasonable and therefore meets the requirements for final approval. The Court grants final approval
23 of the Settlement and the Class based upon the terms set forth in the Settlement Agreement.

24 4. The Court finds that the Settlement appears to have been made and entered into in
25 good faith and hereby approves the Settlement subject to the limitations on the requested attorneys'
26 fees of 33 1/3% of the Gross Settlement Amount (the "Class Counsel Fees Payment") and costs of
27 ~~\$40,000.00~~ ^{57,231.84} (the "Class Counsel Litigation Expenses Payment") and the \$12,500.00 service award to
28 Plaintiff (the "Class Representative Service Payment") as set forth below.

1 5. Upon Defendant fully funding the Settlement as described in this Agreement, all
2 Participating Class Members (as defined below), on behalf of themselves and their respective
3 former and present representatives, agents, attorneys, heirs, administrators, successors, and
4 assigns, release Released Parties from any and all claims asserted or that could have been asserted
5 based on the facts pled in the operative complaints, including but not limited to, state wage and
6 hour claims for any and all violations of California's Labor Code and Unfair Competition Law
7 based on Defendant's failure to pay for all hours worked (including minimum, straight time, and
8 overtime wages), failure to provide meal periods, failure to authorize and permit rest periods,
9 failure to timely pay final wages at termination, failure to furnish accurate itemized wage
10 statements, and failure to indemnify employees for expenditures based on the alleged Labor Code
11 violations, and all damages, interest, penalties, attorneys' fees, costs, and other amounts
12 recoverable under said causes of action under California law, to the extent permissible, including,
13 but not limited to, the California Labor Code and the applicable Wage Orders. Except as set forth
14 in Section 5.3 of this Agreement, Participating Class Members do not release any other claims,
15 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
16 Housing Act, unemployment insurance, disability, social security, workers' compensation, or
17 claims based on facts occurring outside the Class Period.

18 6. Class Period means the period from October 27, 2017 to October 1, 2024.

19 7. Upon Defendant fully funding the Settlement as described in this Agreement, All
20 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
21 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
22 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
23 been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA
24 Notice, including any and all claims involving any alleged failure to pay minimum wages or
25 overtime, failure to provide meal and rest periods, failure to provide accurate wage statements,
26 failure to pay all wages due at separation, and failure to reimburse business expenses, including
27 Labor Code sections 201, 202, 203, 210, 216, 223, 225.5, 226, 226.3, 226.7, 245-248.5, 256, 432,
28 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699,

2699.3, 2802, 2810.5 during the PAGA Period. Aggrieved Employees only release these claims for the duration of the PAGA Period.

8. PAGA Period means the period from October 26, 2020 to October 1, 2024.

9. Upon final approval of the Settlement by the Court, Participating Class Members will release the aforementioned claims against all Released Parties.

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

11. Solely for purposes of effectuating the Settlement, the Court finally certifies the following Class – means all persons employed by Defendant in California and classified as a non-exempt or hourly-paid employee who worked for Defendant during the Class Period (each “Class Member(s)” and collectively the “Class”) who do not timely and validly exclude themselves from the Class in compliance with the exclusion procedures set forth in this Settlement (a “Participating Class Member”).

12. No Class Member has objected to the terms of the Settlement.

13. One Class Member, Philip J. Neri, has requested exclusion from the Settlement.

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

15. The Court finds the Gross Settlement Amount, the Net Settlement Amount (as defined in the Settlement Agreement), and the methodology used to calculate and pay each Participating Class Member’s Individual Class Payment (as defined in the Settlement Agreement) are fair, just, reasonable and adequate. The Court authorizes the Settlement Administrator to pay the Net Settlement Payments to the Participating Class Members in accordance with the terms of the Settlement.

1 16. Defendant shall pay the Gross Settlement Amount to resolve this Action and to
2 separately pay any and all employer payroll taxes owed on the wage portions of the Individual Class
3 Payments. Pursuant to the Settlement Agreement, Defendant shall pay one-half of the Gross
4 Settlement Amount within 30 days of final approval of the Settlement, and Defendant shall pay the
5 remaining one-half of the Gross Settlement Amount within 12 months of the first payment.

6 17. From the Gross Settlement Amount, the Class Representative Service Award shall be
7 paid to Plaintiff Rudolph Marquez III, for his service as Class Representative and for his agreement
8 to release his individual claims.

9 18. From the Gross Settlement Amount, \$9,550.00 shall be paid to the Administrator.

10 19. From the Gross Settlement Amount, PAGA Penalties in the amount of \$60,000.00
11 (the "PAGA Penalties") with 75% (\$45,000.00) allocated to the LWDA (the "LWDA PAGA
12 Payment") and 25% (\$15,000.00) allocated to the Aggrieved Employees (as defined in the
13 Settlement Agreement) (the "Individual PAGA Payments").

14 20. The Court hereby confirms Benjamin H. Haber, Daniel Kramer, Alan Wilcox, Conor
15 Gomez, and Lucy Nguyen of Wilshire Law Firm, PLC as "Class Counsel".

16 21. From the Gross Settlement Amount, Class Counsel is awarded the Class Counsel Fees
17 Payment of \$416,666.67 and the Class Counsel Litigation Expenses Payment of ^{37,239.84}~~\$40,000.00~~ for their
18 reasonable costs incurred in the Action. These payments shall be distributed to Class Counsel as set
19 forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided
20 to the Class.

21 22. The Court sets a compliance/distribution hearing for January 11, 2027 at 8:30 a.m. in
22 Department S26.

23 23. Without affecting the finality of this Order in any way, and in accordance with C.C.P.
24 § 664.6, this Court retains continuing jurisdiction over the implementation, interpretation, and
25 enforcement of the Settlement with respect to all Parties to this Action, Class Counsel, Defendant's
26 counsel, and the Administrator.

24. Plaintiff's 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.

25.

IT IS SO ORDERED.

KEVIN C. LEE

DATE: APR 23 2026

Hon. Christian Towns
San Bernardino County Superior Court