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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 13 2023

9 Attorneys for Plaintiff MANUEL HINOJOSA,
10 individually and on behalf of all others similarly
11 situated

BY 
JESSICA MORALES, DEPUTY

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MANUEL HINOJOSA, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

PERMANENT GENERAL COMPANIES,
INC., a Tennessee corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. CIVSB2135124

LY FAX

CLASS ACTION

[Assigned for all purposes to the Honorable
David S. Cohn, Dept. S26]

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

Date: June 13, 2023
Time: 10:00 a.m.
Dept.: S-26

Action Filed: December 28, 2021
Trial Date: None Set

1 Plaintiff Manuel Hinojosa's ("Plaintiff") Motion for Final Approval of Class Action
2 Settlement came on regularly for hearing on June 13, 2023, the Honorable David S. Cohn
3 presiding. Due and adequate notice having been given to the Class Members, as defined below,
4 and the Court having considered Plaintiff's motion and all papers filed in support thereof,
5 including the Stipulation of Class and Representative Action Settlement ("Stipulation"), and the
6 Exhibits thereto, and any objections to the proposed Settlement, and having reviewed the record
7 in the Action, and good cause appearing,

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

9 1. The Court, for purposes of this Final Order and Judgment ("Judgment"), adopts all
10 defined terms as set forth in the Stipulation.

11 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
12 Participating Class Members, and Permanent General Companies, Inc. ("Defendant").

13 3. The Court finds that the Stipulation was made and entered into in good faith and
14 hereby approves the Settlement as fair, adequate, and reasonable to all Class Members.

15 4. Solely for purposes of effectuating the Settlement, this Court certifies a class
16 defined as follows: all persons employed by Defendant as non-exempt employees in California at
17 any time during the period from December 28, 2017 through November 9, 2022.

18 5. The notice provided to the Class Members conforms with the requirements of
19 California Code of Civil Procedure section 382, California Civil Code section 1781, California
20 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
21 applicable law, and constitutes the best notice practicable under the circumstances, by providing
22 individual notice to all Class Members who could be identified through reasonable effort, and by
23 providing due and adequate notice of the proceedings and of the matters set forth therein. The
24 notice fully satisfies the requirements of due process.

25 6. Upon full payment of the Maximum Settlement Amount by Defendant to the
26 Settlement Administrator, all Participating Class Members shall be deemed to have released the
27 Released Parties of any and all claims, demands, rights, liabilities, and/or causes of action that
28 were pleaded or could have been pleaded based upon the factual allegations set forth in the

operative complaint filed in this action and arising at any time during the Class Period, including claims for (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to maintain required records; (7) failure to furnish accurate itemized wage statements; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (9) unfair and unlawful business practices (collectively, the "Released Claims"). In addition, upon full payment of the Maximum Settlement Amount by Defendant to the Settlement Administrator, all Aggrieved Employees shall be deemed to have released the Released Parties of any and all claims and/or causes of action under PAGA which are based upon the factual allegations set forth in the operative complaint and arising at any time during the PAGA Period.

7. The Court finds that no Class Members have objected to the Settlement.

8. The Court finds that the following class member has submitted a valid and timely request for exclusion from the class Settlement and is hereby excluded from the Class Settlement: Elam Lopez.

9. The Court finds that the Maximum Settlement Amount, the Net Settlement Amount, and the methodology used to calculate and pay each Participating Class Member's Individual Settlement Payment are fair and reasonable. The Court hereby enters judgment against Defendant in the amount of \$163,000.00.

10. The Court authorizes the Settlement Administrator to pay the Individual Settlement Payments to the Participating Class Members in accordance with the terms of the Stipulation.

11. The Court finds that Class Counsel's request for attorneys' fees in the amount of \$54,333.33, which is one-third (1/3) of the Maximum Settlement Amount, is reasonable under the common fund method. The Court finds that the requested fees also are reasonable under the lodestar method. The number of hours Class Counsel spent prosecuting this action is reasonable, and Class Counsel's hourly rates are reasonable and in line with rates prevailing in the community. The Court awards Class Counsel \$54,333.33 in attorneys' fees to be paid from the

Maximum Settlement Amount.

12. The Court finds that Class Counsel has incurred costs and expenses in the amount of \$13,700.69. Such costs and expenses were reasonably incurred in prosecuting this action on behalf of the class. The Court awards Class Counsel \$13,700.69 in costs and expenses to be paid from the Maximum Settlement Amount.

13. The Court hereby approves the Class Representative Service Award in the amount of \$10,000.00 to Plaintiff for his time and effort in bringing and presenting the action, to be paid from the Maximum Settlement Amount.

14. Five Thousand Dollars (\$5,000.00) shall be allocated to penalties under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*, of which \$3,750.00 shall be paid by the Settlement Administrator from the Maximum Settlement Amount directly to the California Labor and Workforce Development Agency. The remaining \$1,250.00 shall be part of the Net Settlement Amount and shall be distributed to Class Members as part of their Individual Settlement Payments.

15. The Court hereby approves Settlement Administration Costs in the amount of \$3,000.00 to be paid to the Settlement Administrator from the Maximum Settlement Amount.

16. Pursuant to California Rules of Court Rule 3.771(b), notice of this Judgment shall be provided to the Class Members by the Settlement Administrator by posting it on the Settlement Administrator's website.

17. This Judgment is intended to be a final disposition of the Action in its entirety and is intended to be immediately appealable.

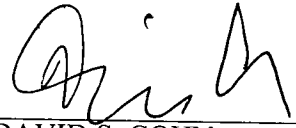
18. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, including requiring the filing of a final report regarding distributions to Participating Class Members, and any and all claims asserted in, arising out of, or related to the subject matter of this action, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto.

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19. Final judgment is hereby entered.

DATED: 6/13, 2023



HON. DAVID S. COHN
JUDGE OF THE SUPERIOR COURT