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

OLIVER SALAS MONDRAGON, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

UFP RIVERSIDE, LLC, a California limited
liability company; and DOES 1 through 100,

Defendants.

Case No. CVRI2104543

*[Case assigned for all purposes to the Hon.
Harold Hopp; Department 1]*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: April 5, 2024
Time: 8:30 a.m.
Dept.: 1

Action Filed: October 5, 2021
Trial Date: No Date Set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 05 2024

E. Escobedo

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APR 09 2024

1 This matter came on regularly for hearing before this Court on April 5, 2024 at 8:30 a.m.,
2 pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the
4 parties' Stipulation of Settlement ("Settlement Agreement")¹ and the documents and evidence
5 presented in support thereof, and recognizing the sharply disputed factual and legal issues involved
6 in this case, the risks of further prosecution and the substantial benefits to be received by the
7 Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed
8 Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length
9 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS
10 Plaintiffs' Motion for Final Approval of Class Action Settlement and ORDERS as follows:

11 1. Final judgment is hereby entered in conformity with the Settlement Agreement and
12 this Final Approval Order.

13 2. The conditional class certification contained in the Preliminary Approval Order is
14 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
15 Class consisting of:

16 All persons who have worked for Defendant UFP Riverside LLC as non-
17 exempt employees in the State of California at any time during the time
18 period of November 21, 2017 to October 10, 2022 ("Class Period").

19 3. Plaintiffs Oliver Mondragon and Jesus Alberto Magana are hereby confirmed as the
20 Class Representatives, and Haines Law Group, APC is confirmed as Class Counsel.

21 4. Notice was provided to the Settlement Class as set forth in the Settlement, which
22 was preliminarily approved by the Court on November 3, 2023, and the notice process has been
23 completed in conformity with the Court's Orders. The Court finds that said notice was the best
24 notice practicable under the circumstances. The Class Notice provided due and adequate notice of
25 the proceedings and matters set forth therein, informed Class Members of their rights, and fully

26
27 ¹ The Stipulation of Settlement ("Settlement Agreement") was filed on September 26, 2023 as
28 Exhibit A to the Declaration of Paul K. Haines In Support of Plaintiffs' Motion for Preliminary
Approval of Class Action Settlement. All terms used in this Order and Final Judgment shall have
the same meaning as that assigned to them in the Settlement Agreement.

1 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court
2 3.769, and due process.

3 5. The Court finds that no Class Member objected to the Settlement, no Class Member
4 has elected to opt-out of the Settlement, and that the 100% participation rate in the Settlement
5 supports final approval.

6 6. The Court hereby approves the Settlement as set forth in the Settlement Agreement
7 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
8 according to its terms.

9 7. For purposes of settlement only, the Court finds that (a) the members of the
10 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
11 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
12 community of interest among members of the Settlement Class with respect to the subject matter
13 of the litigation; (c) the claims of the Class Representatives are typical of the claims of the members
14 of the Settlement Class; (d) the Class Representatives have fairly and adequately protected the
15 interests of the Class Members; (e) a class action is superior to other available methods for an
16 efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel
17 for the Class Representatives and the Settlement Class.

18 8. The Court finds that given the absence of objections to the Settlement, and
19 objections being a prerequisite to appeal, that this Order shall be considered final as of the date of
20 entry.

21 9. The Court orders that Defendant UFP Riverside, LLC ("Defendant") shall deposit
22 the Total Settlement Amount in the amount of \$620,000.00 with the Settlement Administrator,
23 Phoenix Settlement Administrators, pursuant to the terms set in the Settlement Agreement.

24 10. Individual Settlement Award checks shall be negotiable for 180 days after the date
25 of mailing. The Court orders that any Individual Settlement Awards that remain uncashed after 180
26 days after they are mailed shall escheat to the California State Controller's Office for deposit in the
27 Unclaimed Property Fund, in the name of the Class Member.

28 11. The Court finds that the Individual Settlement Awards, as provided for in the

Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the Individual Settlement Awards in conformity with the terms of the Settlement. The Court further orders that any envelop transmitting a Settlement Award to a Class Member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." The Court further orders that the Settlement Administrator shall mail a reminder postcard to any Class Member whose Individual Settlement Award check has not been negotiated within sixty (60) days after the initial date of mailing. The Court further orders that if any of the Class Members are Defendant's current employees and the Individual Settlement Award mailed to those current employees is returned to the Settlement Administrator as being undeliverable, and the Settlement Administrator is unable to locate a valid mailing address, the Settlement Administrator shall arrange with Defendant to have those Individual Settlement Awards delivered to the employees at their place of employment.

12. The Court finds that Class Representative Enhancement Payments in the amount of ~~\$10,000.00~~ ^{\$5,000.00} to Plaintiff Mondragon and ~~\$5,000.00~~ ^{\$3,500.00} to Plaintiff Magana, for a total of ~~\$15,000.00~~ ^{\$8,500.00} to Plaintiffs, is appropriate for the risks undertaken and their services to the Settlement Class. The Court finds that the Enhancement Payments are fair, reasonable, and adequate, and orders that the Settlement Administrator make these payments in conformity with the terms of the Settlement.

13. The Court finds that the attorneys' fees in the amount of \$206,666.66 and actual litigation costs of \$22,142.25 for Class Counsel, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute these payments to Class Counsel in conformity with the terms of the Settlement.

14. The Court finds that a payment to the Labor & Workforce Development Agency ("LWDA") in the amount of \$30,000.00 for the LWDA's share of civil penalties under the Labor Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

15. The Court orders that the Settlement Administrator shall be paid \$11,000.00 from the Total Settlement Amount for all of its work done and to be done until the completion of this matter and finds that sum appropriate.

1 16. The Settlement is not an admission by Defendant, nor is this Order and Final
2 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither
3 this Order and Final Judgment, the Settlement, nor any document referred to herein, nor any action
4 taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability,
5 or wrongdoing on the part of Defendant.

6 17. As of the date of this Order and Final Judgment, and upon the complete funding of
7 the Total Settlement Amount, Plaintiffs and every member of the Settlement Class shall be deemed
8 to fully release and discharge Defendant and all of Defendant's past and present officers, directors
9 and employees (collectively the "Released Parties"), from any and all claims alleged in the Second
10 Amended Class and Representative Action Complaint ("SAC"), or those claims that could have
11 been alleged based on the facts alleged in the SAC, including: (a) failure to pay all minimum wages;
12 (b) failure to pay all overtime wages; (c) failure to provide all meal periods, or premium pay for
13 non-compliant meal periods; (d) failure to authorize and permit all rest periods, or premium pay
14 for non-compliant rest periods; (e) failure to reimburse for necessary business expenditures; (f)
15 failure to timely pay all wages due or final wages due; (g) failure to issue accurate, compliant, and
16 itemized wage statements; and (h) all claims for unfair business practices that were premised on
17 the facts, claims, causes of action or legal theories of relief pled in the operative SAC (collectively,
18 the "Released Claims"). The period of the Released Claims shall extend to the limits of the Class
19 Period. Additionally, Plaintiffs and the State of California release all claims for statutory penalties
20 against the Released Parties that could have been sought by the Labor Commissioner for the
21 violations identified in Plaintiff Mondragon's October 6, 2021 pre-filing PAGA letter to the Labor
22 & Workforce Development Agency ("LWDA").

23 18. This document shall constitute a final judgment pursuant to California Rule of Court
24 3.769(h) which provides, "[i]f the court approves the settlement agreement after the final approval
25 hearing, the court must make and enter judgment. The judgment must include a provision for the
26 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
27 may not enter an order dismissing the action at the same time as, or after, entry of judgment." The
28 Court will retain jurisdiction to enforce the Settlement, and this Final Approval Order and

1 Judgment. The Settlement Administrator shall give notice of this Judgment by posting this Final
2 Judgment on its website.

3 19. The Settlement Administrator shall file a final report regarding distribution and
4 uncashed checks by April 4, 2025. The Hearing Re: Final Accounting is set for
5 April 11th, 2025 at 8:30 a.m.

6 **IT IS SO ORDERED.**

7 Dated: 4/5, 2024


Honorable Harold W. Hopp
Judge of the Superior Court