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and on behalf of all others similarly situated.

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

MARINO ZAMORA, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

FENCESCREEN, INC.; and DOES 1
through 20, inclusive,

Defendants.

Case No. 30-2021-01225477-CU-OE-CXC

Assigned for all purposes to
Hon. Layne H. Melzer
Dept. CX102

**REVISED [~~PROPOSED~~] ORDER AND
JUDGMENT GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: March 27, 2025
Time: 2:00 p.m.
Dept: CX102

1 This matter came on for hearing on March 27, 2025, at 2:00 p.m., in Department CX102
2 of the above-captioned Court on the Motion for Final Approval of Class Action Settlement
3 pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary Approval,
4 and the Joint Stipulation of Settlement ("Settlement Agreement"), a copy of which was filed on
5 March 5, 2025, as Exhibit 1 to the Declaration of Kristy R. Connolly in support of Plaintiff's
6 Motion for Final Approval of Class Action Settlement, ROA # 168.

7 Having received and considered the Settlement Agreement, the supporting papers filed by
8 the Parties, and the evidence and argument received by the Court in conjunction with the
9 unopposed Motion for Preliminary Approval of Class Action Settlement and the instant Motion
10 for Final Approval, the Court grants final approval of the Settlement and HEREBY ORDERS
11 AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
13 each Class Member by first-class mail. These papers informed the Class of the terms of the
14 Settlement, their right to receive an Individual Settlement Payment, their right (a) to comment on
15 or object to the Settlement, (b) to request exclusion from the Settlement and pursue their own
16 remedies, and (c) of their right to appear in person or by counsel at the final approval hearing and
17 to be heard regarding approval of the Settlement. Adequate periods of time were provided by
18 each of these procedures. No member of the Class filed written objection to the proposed
19 Settlement as part of this notice process or stated an intention to appear at the final approval
20 hearing.

21 2. The Court finds and determines that this notice procedure afforded adequate
22 protections to Class Members and provides the basis for the Court to make an informed decision
23 regarding approval of the Settlement based on the responses of the Class. The Court finds and
24 determines that the notice provided in this case was the best notice practicable, which satisfied
25 the requirements of law and due process.

26 3. With respect to the Class and for purposes of approving this Settlement only, this
27 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
28 that joinder of all members is impracticable; (b) there are questions of law or fact common to the

1 Class, and there is a well-defined community of interest among members of the Class with respect
2 to the subject matter of the Action; (c) the claims of Class Representative are typical of the claims
3 of the members of the Class; (d) the Class Representative has fairly and adequately protected the
4 interests of the members of the Class; (e) a class action is superior to other available methods for
5 an efficient adjudication of this controversy; and (f) the counsel of record for the Class
6 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their
7 individual and representative capacities for the Class.

8 4. The Court has certified a Class, as that term is defined in and by the terms of the
9 Settlement Agreement as all current and former non-exempt employees who are or were
10 employed by Fencescreen, Inc. in California at any time during the Class Period. The Class
11 Period means April 11, 2017 to January 26, 2023. The Court deems this definition sufficient for
12 purposes of California Rule of Court 3.765(a).

13 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

14 6. The Court hereby confirms Plaintiff Marino Zamora as the Class Representative
15 in this Action.

16 7. The Court finds and determines that the terms set forth in the Settlement
17 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
18 according to its terms, having found that the Settlement was reached as a result of informed and
19 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
20 that the Parties conducted extensive investigation and that their attorneys were able to reasonably
21 evaluate their respective positions. The Court also finds that the Settlement will enable the Parties
22 to avoid additional and potentially substantial litigation costs, as well as delay and risks if the
23 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery
24 provided as part of the Settlement and recognizes the significant value accorded to the Class.

25 8. The Court further finds and determines that the terms of the Settlement are fair,
26 reasonable and adequate to the Class and to each Participating Class Member and that the
27 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
28 be and hereby are ordered to be consummated.

1 9. The Court hereby approves the Gross Settlement Amount of \$467,965.00.

2 10. The Court finds and determines that the Individual Settlement Payments to be paid
3 to Participating Class Members as provided for by the Settlement are fair and reasonable. The
4 Court hereby gives final approval to and orders the payment of those amounts be made to the
5 Participating Class Members in accordance with the Settlement Agreement.

6 11. The Court finds and determines that payment to the California Labor and
7 Workforce Development Agency of \$27,300.00 as its share of the settlement of civil penalties in
8 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
9 that the payment of that amount be paid in accordance with the Settlement Agreement.

10 12. The Court finds and determines that the fees and expenses in administering the
11 Settlement incurred by ILYM Group, Inc. in the amount of \$5,990.00, are fair and reasonable.
12 The Court hereby gives final approval to and orders that the payment of that amount in accordance
13 with the Settlement.

14 13. The Court finds and determines the Class Representative Service Payment of up
15 to \$5,000.00 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to
16 make this payment to the Plaintiff/Class Representative in accordance with the terms of the
17 Settlement Agreement.

18 14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
19 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
20 \$155,988.33 and litigation costs of \$18,561.56 The Court finds such amounts to be fair and
21 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
22 accordance with the terms of the Settlement Agreement.

23 15. Nothing in this order shall preclude any action to enforce the Parties' obligations
24 under the Settlement or under this order, including the requirement that Defendants make payment
25 to the Participating Class Members in accordance with the Settlement.

26 16. The Court hereby enters final judgment. This Judgment is intended to be a final
27 disposition in its entirety of the above captioned action. Without affecting the finality of this
28 judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation,

1 administration, implementation, effectuation, and enforcement of the Settlement pursuant to
2 C.C.P. § 664.6.

3 17. The Parties will bear their own costs and attorneys' fees except as otherwise
4 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
5 costs.

6 18. The Court sets a Final Accounting hearing for December 4, 2025, at 2:00 p.m. in
7 Department CX102 of the above-entitled Court. Class Counsel are ordered to file a Final Report
8 Re: Distribution of the Settlement Funds by the Administrator at least sixteen (16) court days
9 prior to the hearing.

10
11 DATED: **April 10, 2025**



Honorable Layne H. Melzer
JUDGE OF THE SUPERIOR COURT

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
4 my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

On March 28, 2025, I served the foregoing document entitled:

5 REVISED [PROPOSED] ORDER AND JUDGMENT GRANTING FINAL
6 APPROVAL OF CLASS ACTION SETTLEMENT

7 **on all the appearing and/or interested parties in this action by delivering ☐
8 the original ☒ a true copy thereof on the party(ies) addressed below as
9 follows:**

10 Daniel J. Kessler

11 Joshua A. Waldman

12 Ros M. Lockwood

13 Courtney Dorner

BURKHALTER KESSLER CLEMENT & GEORGE LLP

2020 Main Street, Suite 600

Irvine, California 92614

Telephone: (949) 975-7500

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dkessler@bkcgllaw.com

jwaldman@bkcgllaw.com

rlockwood@bkcgllaw.com

cadorner@bkcgllaw.com

Attorneys for Defendant:

FENCESCREEN, INC.

18 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
19 correspondence for mailing. Under that practice it would be deposited with the U.S.
20 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
21 in the ordinary course of business. I am aware that on motion of the party served, service
22 is presumed invalid if postage cancellation date or postage meter date is more than one
23 day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
24 *R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

25 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
26 practice of Aegis Law Firm PC for collection and processing correspondence for
27 overnight delivery, and I caused such document(s) described herein to be deposited for
28 delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

29 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
30 electronic transmission via the above listed email addresses on the date below. (*Cal.*
Code Civ. Proc. § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

31 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
32 the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
33 5(b)(2)(A).)

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

3 Executed on March 28, 2025, at Irvine, California.
4

5 Laila Shams

6 Laila Shams
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