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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LAURA TORRES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

R.A. PHILLIPS INDUSTRIES, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 21STCV41572

*[Assigned for All Purposes to Hon. Kenneth R.
Freeman, SSC-14]*

[PROPOSED] FINAL JUDGMENT

Date: October 15, 2024
Time: 11:00 a.m.
Dept.: SSC-14

Action Filed: November 10, 2021
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on October 15, 2024,
2 pursuant to California Rule of Court 3.769 and this Court's April 30, 2024 Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Amended Joint Stipulation and Settlement Agreement (the "Settlement")¹
5 and the documents and evidence presented in support thereof, and the submissions of counsel,
6 the Court hereby ORDERS and enters JUDGMENT as follows:

7 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

10 All current and former hourly-paid or non-exempt employees of Defendant R.A.
11 Phillips Industries, Inc. who worked at any time in California between November
12 10, 2017 and April 18, 2024.

13 2. Plaintiff Laura Torres is hereby confirmed as Class Representative, and Scott M.
14 Lidman and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC
15 are hereby confirmed as Class Counsel.

16 3. Notice was provided to the Settlement Class as set forth in the Settlement. The
17 form and manner of notice were approved by the Court on April 30, 2024 and the notice process
18 has been completed in conformity with the Court's Order. The Court finds that said notice was
19 the best notice practicable under the circumstances. The Class Notice provided due and adequate
20 notice of the proceedings and matters set forth therein, informed Settlement Class members of
21 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),
22 California Rule of Court 3.769, and due process.

23 4. The Court finds that no Settlement Class member objected to the Settlement and
24 four (4) Settlement class members have opted out of the Settlement, and that the 99.02%

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27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 participation rate in the Settlement supports final approval. The names of the valid opt outs are:
2 Yanisleidys Perez Carmona, David Martinez, Haydee E. Diaz, and Jose Melara.

3 5. The Court hereby approves the settlement as set forth in the Settlement
4 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
5 Agreement according to its terms.

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

15 7. The Court orders that Defendant shall fully fund the Gross Settlement Amount,
16 and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
17 transmitting the funds to the Administrator as follows: The payment of \$483,813.00, including
18 all amounts necessary to fully pay Defendant's share of payroll taxes, shall be deposited with
19 the Administrator no later than 10 business days after the Effective Date. "Effective Date" means
20 the earliest date by which both of the following have occurred: (a) the Court enters a Judgment
21 based on its Final Approval of the Settlement; and (b) the Judgment becomes final. The
22 Judgment becomes final as of the latest of the following occurrences: (a) if no Participating Class
23 Member objects to the Settlement, the day the Court enters Judgment; or (b) if one or more
24 Participating Class members object to the Settlement, the first day when the Judgment can no
25 longer be appealed, which is either (i) the day after the deadline for filing a notice of appeal from
26 the Judgment, if no timely appeal from the Judgment is filed, or (ii) the day after the appellate
27 court affirms the Judgment and issues a remittitur, if an appeal from the Judgment is timely filed.

1 8. The Court finds that the settlement payments, as provided for in the Settlement,
2 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
3 individual payments in conformity with the terms of the Settlement.

4 9. The Court finds that a service payment in the amount of \$5,000.00 for Plaintiff
5 Laura Torres is appropriate for her risks undertaken and service to the Settlement Class. The
6 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
7 Administrator make this payment in conformity with the terms of the Settlement.

8 10. The Court finds that attorneys' fees in the amount of \$147,687.06, and actual
9 litigation costs of \$27,222.80 for Class Counsel, are fair, reasonable, and adequate, and orders
10 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
11 the terms of the Settlement.

12 11. The Court orders that the Settlement Administrator shall be paid \$10,000.00 from
13 the Gross Settlement Amount for all of its work done and to be done until the completion of this
14 matter, and finds that sum appropriate.

15 12. The Court finds that the payment to the California Labor & Workforce
16 Development Agency ("LWDA") in the amount of \$22,500.00 for its 75% share of the
17 \$30,000.00 settlement of Plaintiff's representative action under the California Labor Code
18 Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the
19 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
20 of the Settlement. The remaining 25% or \$7,500.00 of the PAGA Amount is to be distributed to
21 the 312 Aggrieved Employees in conformity with the terms of the Settlement. The highest
22 Individual PAGA Payment to an Aggrieved Employee is \$39.42, and the average Individual
23 PAGA Payment to be paid is \$24.04.

24 13. After the above deductions, attorneys' fees (\$147,687.06), attorneys' litigation
25 costs (\$27,222.80), incentive payment to Plaintiff (\$5,000.00), Settlement Administrator costs
26 (\$10,000.00), and the PAGA Amount to the LWDA (\$22,500.00), the Net Settlement Amount
27 of \$230,651.31 is to be distributed to 406 Settlement Class members, that worked a total of
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67,445 workweeks during the Class Period, in conformity with the terms of the Settlement. The lowest Individual Settlement Share to be paid to a Settlement Class member is \$1,078.86, the highest Individual Settlement Share is \$3.37, and the average Individual Settlement Share to be paid is \$549.63.

14. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately, and in addition to, the Gross Settlement Amount.

15. The Court finds and determines that upon satisfaction of all obligations under the Settlement and this Order, all Settlement Class members will be bound by the Settlement, will have released the Released Claims as set forth in the Settlement, and will be permanently barred from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

16. Upon satisfaction of all obligations under the Settlement and the Final Approval Order, by virtue of this Judgment, Plaintiff and all Class Members, except the four (4) valid opt outs (Yanisleidys Perez Carmona, David Martinez, Haydee E. Diaz, and Jose Melara), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Defendant R.A. Phillips Industries, Inc. and any of its past, present, and future parents, subsidiaries, divisions, and/or affiliated companies and entities, and each of its/their past, present, and future owners, officers, directors, members, consultants, partners, subsidiaries, shareholders, attorneys, insurers, joint venturers, agents, successors, assigns, and legal representatives (collectively the "Released Parties"), from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses arising from or related to the acts, facts, transactions, theories, occurrences, representations, or omissions that were alleged, or reasonably could have been alleged, in the operative First Amended Complaint based on the factual Class Period facts alleged in the operative First Amended Complaint, including but not limited to: (a) any alleged failure by RA Phillips to provide meal or rest periods or to pay meal or rest period premiums (including but not limited to, failure to correctly calculate the regular rate of pay used

1 to calculate meal and/or rest period premium pay); (b) any alleged failure by RA Phillips to
2 provide compliant wage statements; (c) any right or claim for unfair business practices in
3 violation of California Business and Professions Code §§ 17200 *et seq.*; (d) any right or claim
4 for civil penalties (except PAGA Penalties) pursuant to the California Labor Code or Wage
5 Order; (e) any violation or breach of the California Labor Code arising from or related to the
6 conduct or omission alleged, or could have reasonably been alleged based on the Class Period
7 facts alleged including without limitation, any violation or breach of California Labor Code §
8 203 solely based on the failure to timely pay all meal period and rest period premiums due at the
9 time of separation of employment, 226, 226.7, 512, 516, 558, 1174, or any other similar state or
10 local statute, wage order, rule, regulation, ordinance, or authority, or similar causes of action
11 arising from or relating to the conduct alleged.

12 17. All Aggrieved Employees are deemed to release, on behalf of themselves and
13 their respective former and present representatives, agents, attorneys, heirs, administrators,
14 successors, and assigns, the Released Parties from all claims for PAGA civil penalties that were
15 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
16 operative First Amended Complaint and the PAGA Notice, including, but not limited to any right
17 or claim for PAGA penalties predicated on: (a) any alleged failure by RA Phillips to provide
18 meal or rest periods or to pay meal or rest period premiums (including but not limited to, failure
19 to correctly calculate the regular rate of pay used to calculate meal and/or rest period premium
20 pay); (b) any alleged failure by RA Phillips to provide compliant wage statements; (c) any right
21 or claim for civil penalties (except PAGA Penalties) pursuant to the California Labor Code or
22 Wage Order; (d) any violation or breach of the California Labor Code arising from or related to
23 the conduct or omission alleged, or could have reasonably been alleged based on the PAGA
24 Period facts stated in the operative First Amended Complaint and the PAGA notice and the
25 conduct or omission ascertained in the course of the operative First Amended Complaint,
26 including without limitation, any violation or breach of California Labor Code § 203 solely based
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1 on the failure to timely pay all meal period and rest period premiums due at the time of separation
2 of employment, 226, 226.7, 512, 516, 558, 1174, or any other similar wage orders.

3 18. In light of the Class Representative Service Payment, Plaintiff and her respective
4 former and present spouses, representatives, agents, attorneys, heirs, administrators, successors,
5 and assigns generally, release and discharge Released Parties from any and all causes of action,
6 claims, rights, damages, punitive or statutory damages, penalties, interest, attorneys' fees, costs,
7 liabilities, expenses, and losses arising from or related to all facts, transactions, and occurrences
8 which occurred during the Class Period, including, but not limited to: (a) all claims that were, or
9 reasonably could have been, alleged based on the facts alleged in Plaintiff's PAGA Notice; (b)
10 all claims that were, or reasonably could have been, ascertained during the Action; and (c) all
11 released Class Claims and all released PAGA Claims. For purposes of Plaintiff's Release,
12 Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section
13 1542 of the California Civil Code, which reads:

14 **A general release does not extend to claims that the creditor or**
15 **releasing party does not know or suspect to exist in his or her favor**
16 **at the time of executing the release, and that if known by him or**
17 **her would have materially affected his or her settlement with the**
18 **debtor or released party.**

19 19. The releases identified herein will only be effective on the date that Defendant
20 fully funds the Gross Settlement Amount and its share of the employer taxes.

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

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4 **JUDGMENT IS SO ENTERED.**

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6 Dated: _____, 2024

7 Honorable Kenneth R. Freeman
8 Judge of the Superior Court
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