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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

GABRIELA GUEVARA, on behalf of
herself and all others similarly situated, and
on behalf of the general public,

Plaintiffs,

v.

AGUILASMORALES, INC.; and DOES 2-
100,

Defendants.

Case No. 21STCV47592

[Related to Case No. 22STCV08424]

**[PROPOSED] ORDER GRANTING
PLAINTIFF GABRIELA GUEVARA’S
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

Date: June 5, 2024
Time: 10:30 a.m.

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action and
3 representative action (the “Action”). Plaintiff Gabriela Guevara has applied to this Court for an
4 order finally approving the settlement of the Action in accordance with the Joint Stipulation and
5 Settlement Agreement (the “Agreement”), which together with the exhibit annexed thereto, sets
6 forth the terms and conditions for a proposed settlement and entry of judgment upon the terms and
7 conditions set forth therein. The Court has read and considered the Memorandum of Points and
8 Authorities in Support of Plaintiff’s Motion for Final Approval of Class and PAGA Action
9 Settlement, and the declarations submitted therewith. For purposes of this Order, the Court adopts
10 all defined terms as set forth in the Agreement.

11 **II. FINDINGS**

12 After review and consideration of the Agreement and Plaintiff’s motion for final approval
13 and the papers in support thereof, the Court hereby finds and orders as follows:

14 1. The Court has jurisdiction over the claims of the Class Members asserted in this
15 proceeding and over all parties to the proceeding.

16 2. The “Class” or “Class Members” are defined to include: “All individuals who
17 worked for Defendant AguilasMorales, Inc. as non-exempt hourly employees in California at any
18 time during the Class Period.” The Class Period is December 30, 2017 through September 19,
19 2023.

20 3. The “Aggrieved Employees” are defined to include: “All individuals who worked
21 for Defendant AguilasMorales, Inc. as non-exempt hourly employees in California during the
22 PAGA Period.” The PAGA Period is December 28, 2020 through September 19, 2023.

23 4. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
24 Court Approval (“Class Notice”) was mailed by first-class U.S. mail to all Class Members in
25 English and Spanish. The Class Notice informed the Class of the material terms of the settlement,
26 of their right to receive a *pro rata* portion of the Net Settlement Amount, of their right to request
27 exclusion from the settlement, of their right to comment upon or object to the settlement and to
28 appear in person or through counsel at the Final Approval Hearing and of the date set for the Final

1 Approval Hearing. Adequate periods of time were provided by each of these procedures.

2 5. In response to the Class Notice, no member of the Class submitted a written
3 objection to the settlement or stated an intention to appear at the Final Approval Hearing. No
4 members of the Class requested to be excluded from the settlement. No member of the Class
5 submitted a dispute regarding the number of workweeks credited to him or her.

6 **III. ORDER**

7 The Court having considered the papers submitted in support of the motion for preliminary
8 approval, HEREBY ORDERS THE FOLLOWING:

9 1. The Court finds that the applicable requirements of California Code of Civil
10 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
11 to the Class and the settlement. The Court hereby makes final its earlier provisional certification
12 of the Class for settlement purposes, as set forth in the Preliminary Approval Order.

13 2. The Court finds and determines that this notice procedure afforded adequate
14 protections to Class Members and provides the basis for the Court to make an informed decision
15 regarding approval of the settlement based on the Class Members' response. The Court finds and
16 determines that the Class Notice was the best notice practicable under the circumstances, and
17 satisfied the requirements of law and due process.

18 3. The Court further finds and determines that the terms of the settlement are fair,
19 reasonable and adequate to the Class and to each Class Member.

20 4. Pursuant to California law, the Court hereby grants final approval of the settlement.
21 The Court finds that it appears that the settlement was reached as a result of informed and non-
22 collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds that
23 it appears that the Parties conducted extensive investigation, research, and discovery and that their
24 attorneys were able to reasonably evaluate their respective positions. The Court also finds that
25 settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
26 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
27 considered the absence of objections to and requests for exclusion from the settlement, reviewed
28 the monetary recovery provided as part of the settlement, and recognizes the significant value

1 accorded to the Class. Accordingly, the Court hereby approves the terms set forth in the
2 Settlement Agreement and finds that the settlement is, in all respects, fair, adequate, and
3 reasonable, and directs the Parties to effectuate the settlement according to its terms.

4 5. A full opportunity has been afforded to the Class Members to participate in the
5 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
6 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
7 the settlement. Accordingly, the Court determines that all Class Members who did not submit a
8 valid and timely Request for Exclusion from the Settlement (“Participating Class Members”) are
9 bound by this Order.

10 6. In exchange for a portion of the Net Settlement Amount, all Participating Class
11 Members will be bound by the following release: “Class Members who do not opt out of the
12 settlement will release any and all claims, debts, liabilities, demands, obligations, penalties,
13 guarantees, costs, expenses, attorney’s fees, damages, action or causes of action of whatever kind
14 or nature, whether known or unknown, contingent or accrued, that are alleged or could have been
15 alleged during the Class Period based upon a reasonable interpretation of the facts alleged in the
16 Class Action against Defendant. The release as to these claims will be deemed effective when
17 Defendant funds the settlement.”

18 7. In exchange for a portion of the PAGA Payment, all Aggrieved Employees will be
19 bound by the following release: “Aggrieved Employees, regardless of whether they requested
20 exclusion from/opted-out of the Class Settlement, will release any and all claims for civil penalties
21 under the California Labor Code and the Private Attorneys General Act predicated upon the Labor
22 Code violations asserted, as well as any potential penalties, interest or attorneys’ fees associated
23 with those violations under California law, to the extent such claims are predicated on claims
24 made or that could have been made during the PAGA Period based on the facts and circumstances
25 alleged in the PAGA Action and Plaintiff’s notice to the LWDA against Defendant. Aggrieved
26 Employees will release the Released PAGA Claims even if they opted-out/requested exclusion
27 from the Class Settlement. The release as to these claims will be deemed effective when
28 Defendant funds the settlement.”

1 8. The Court hereby confirms David Mara and Matthew Crawford of Mara Law Firm,
2 PC, as Class Counsel in this action.

3 9. The Court hereby confirms Plaintiff Gabriela Guevara as the Class Representative
4 in this action.

5 10. The Court finds and determines that the individual settlement payments provided
6 for by the terms of the Settlement Agreement to be paid to the Participating Class Members are
7 fair and reasonable. The Court hereby gives final approval to and orders the payment of those
8 amounts be made to the Participating Class Members in accordance with the terms of the
9 Settlement Agreement.

10 11. The Court finds and determines the Class Representative Enhancement Payment in
11 the sum of \$7,500 to Plaintiff Gabriela Guevara is fair and reasonable. The Court hereby orders
12 the Settlement Administrator to make the payment to the Plaintiff/Class Representative Gabriela
13 Guevara in the amount of \$7,500 for the Class Representative Enhancement Payment in
14 accordance with the terms of the Settlement Agreement.

15 12. The Court finds and determines that the payment to the Settlement Administrator,
16 Apex Class Action LLC, in the sum of \$8,850 for its fee and expenses incurred and to be incurred
17 for the notice and settlement administration process is fair and reasonable. The Court hereby
18 orders the Settlement Administrator to make payment to itself in the amount of \$8,850 for
19 Administration Costs in accordance with the terms of the Settlement Agreement.

20 13. Pursuant to the terms of the settlement, and the authorities, evidence and argument
21 submitted by Class Counsel, the Court hereby approves of an attorneys' fee award in the sum of
22 \$116,666.66 and a Cost Award of \$15,606.90 to Class Counsel. The Court finds such amounts to
23 be fair and reasonable. The Court hereby orders the Settlement Administrator to make payment
24 to Class Counsel in the amount of \$116,666.66 for attorneys' fees and \$15,606.90 for litigation
25 expenses in accordance with the terms of the Settlement Agreement.

26 14. The Court finds and determines that the payment to the Labor and Workforce
27 Development Agency ("PAGA Payment"), in the sum of \$15,000 (which is 75% of \$20,000
28 allocated to claims under the Private Attorneys General Act of 2004, is fair and reasonable. The

1 Court hereby orders the Settlement Administrator to make the payment to the LWDA in the
2 amount of \$15,000 for the PAGA payment in accordance with the terms of the Settlement
3 Agreement. The Court further orders that the remaining amount of \$5,000 be distributed to
4 Aggrieved Employees in accordance with the terms of the Settlement Agreement.

5 15. Neither Defendant nor any related persons or entities shall have any further liability
6 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except
7 as provided for by the Settlement Agreement.

8 16. The Court finds and determines that the release contained in the Settlement
9 Agreement is appropriate and shall bind all Participating Class Members.

10 17. Nothing in this Final Approval Order and Judgment shall preclude any action to
11 enforce the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Final
12 Approval Order and Judgment, including the requirement that Defendant make payments to
13 Participating Class Members in accordance with the Settlement Agreement.

14 18. The Court finds and determines that nothing in the Settlement Agreement or this
15 Final Approval Order and Judgment (1) is intended or will be construed as an admission of
16 liability or wrongdoing by Defendant or (2) may be offered in evidence against Defendant (other
17 than solely in connection with this settlement).

18 19. The Court hereby enters final judgment in this action in accordance with the terms
19 of the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and
20 Judgment.

21 20. The Court sets a Non-Appeal Case Review Re: Final Accounting for
22 _____ in Department 1 at the Spring Street
23 Courthouse. This is to confirm that distribution efforts are fully completed, including the
24 distribution of uncashed Participating Class Member checks to State Controller's Office
25 Unclaimed Property Fund in the names of the applicable payees, that the Administrator's work is
26 complete, and that the Court's file thus may be closed. All supporting papers must be filed at least
27 10 days before the Non-Appeal Case Review.

28 21. The Parties shall bear their own costs and attorneys' fees except as otherwise

1 provided for by the Settlement Agreement and this Final Approval Order and Judgment.

2 22. Without affecting the finality of this Final Approval Order and Judgment in any
3 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
4 implementation, effectuation and enforcement of this order and the Settlement.

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IT IS SO ORDERED.

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Dated: _____, 2024

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By _____
Honorable Stuart M. Rice
Los Angeles Superior Court Judge

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