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**FILED**  
SUPERIOR COURT of CALIFORNIA  
COUNTY of SANTA BARBARA  
**08/04/2023**  
Darrel E. Parker, Executive Officer  
BY Willoughby, Norma  
Deputy Clerk

Attorneys for Defendant North American Fire Hose Corporation

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SANTA BARBARA – COOK DIVISION**

JESUS ALCALA CEJA, Individually and on  
Behalf of Other Members of the Public  
Similarly Situated,

Plaintiff,

v.

NORTH AMERICAN FIRE HOSE  
CORPORATION, a corporation; and DOES 1  
through 25, inclusive,

Defendants.

Case No. 22CV00640

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

Assigned To: Hon. Jed Beebe  
Complaint Filed: 2/15/2022  
Trial Date: None

**Date: July 13, 2023**  
**Time: 8:30 a.m.**  
**Dept.: SM4**

Plaintiff JESUS ALCALA CEJA, Individually, and on Behalf of Other Members of the  
Public Similarly Situated and the State of California (“Plaintiff”) filed his Motion for Final  
Approval of Class Action Settlement. The matter came on regularly for hearing. Having  
considered the arguments and papers submitted by all parties, the Court grants the Motion, and  
hereby ORDERS, ADJUDGES AND DECREES as follows:

1. The Court hereby GRANTS full and final approval of the terms and conditions  
contained in the Settlement Agreement between Plaintiff and Defendant. The  
Settlement Agreement is hereby fully and finally approved and shall be carried out  
and effectuated according to its terms and this Order.
2. This Order incorporates by reference the definitions in the Settlement Agreement  
and all terms defined therein shall have the same meaning in this Order.

- 1           3.       The Court finds that the Settlement Agreement and the terms and conditions set  
2           forth therein are fair, reasonable, and adequate and in the best interests of the Class  
3           (defined below). The following Class Members timely opted out of the Settlement  
4           Agreement and will not be bound by it or by this Order: (1) Alma Leticia Dela-  
5           Mora; (2) Colleen Marie Rosas; (3) David Prouty; (4) Anna Teresa Padilla;  
6           (5) John F. Barton; and (6) Marla G. Sprowl. The Court further finds that the Class  
7           Members who have not opted out shall be bound by this settlement, including the  
8           Release of Claims, and the Court concludes that this settlement should be and is  
9           hereby finally approved.
- 10          4.       For purposes of this settlement only, the Class is defined as: Any and all persons  
11          who are or were employed as non-exempt employees by NORTH AMERICAN  
12          FIRE HOSE CORPORATION in the state of California from August 21, 2017,  
13          until February 14, 2023.
- 14          5.       The Court finds that notice was given to Class Members of the terms of the  
15          settlement and properly advised the Class Members of the final approval hearing,  
16          and that no objections to the settlement have been made. The Court further finds  
17          that the Class Notice, given by first-class mail, was the best notice under the  
18          circumstances and satisfies the requirements of due process under California Code  
19          of Civil Procedure section 382 and applicable law.
- 20          6.       Except as to rights created by the Settlement Agreement, Plaintiff and each  
21          Participating Class Member fully release and discharge Defendant and its current  
22          or former shareholders, officers, directors, employees, members, agents,  
23          representatives, attorneys, insurers, predecessors, successors, assigns, parent  
24          companies, subsidiaries and related entities (“Released Parties”) from all claims  
25          that were pled in this Action or could have been pled (whether in tort, contract or  
26          otherwise) relating to any of the facts, allegations or claims in the Action, as more  
27          specifically identified in the Settlement Agreement, at any time on or before the  
28          date of the Court’s Preliminary Approval of the Settlement. Neither the Settlement

Agreement nor this Order and Judgment shall be deemed to release any claims arising from issues that were not litigated and could not have been litigated as part of the Action.

7. All PAGA Class Members (defined as any and all persons who are or were employed as non-exempt employees by NORTH AMERICAN FIRE HOSE CORPORATION in the State of California from February 15, 2021 until February 14, 2023) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, in the Action.

8. Plaintiff, Class Members, and Defendant shall consummate the settlement in accordance with the terms of the Settlement Agreement. Except as expressly provided in the Settlement Agreement, the Released Parties shall not have any further liability arising from this action for damages, costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability.

9. The Court confirms the appointment of the Class Representative Jesus Alcala Ceja and his attorney of record, Ruben Escobedo of the WorkWorld Law firm, to act on behalf of the Class in connection with the settlement.

10. Defendant shall transmit payment of the Gross Settlement Amount of \$300,000 to ILYM Group, Inc., as provided in the Settlement Agreement.

11. The Court hereby finds that \$100,000 is the amount of reasonable attorneys' fees and up to \$10,000 is the amount of reasonable costs that should be paid to Class Counsel for all work done and to be done until the completion of this litigation, and as reimbursement for reasonable fees and costs incurred in prosecuting this action, and hereby orders the Settlement Administrator ILYM Group, Inc. to distribute payment of the said amounts from the Gross Settlement Amount of \$300,000 in

accordance with the Settlement Agreement and this Order. All notices required by the Settlement shall be in both English and Spanish.

12. The Court further orders the Settlement Administrator ILYM Group, Inc. to distribute payment of the settlement awards to the Class Representative and Participating Class Members, the Class Representative Payment in the amount of \$10,000, the PAGA payment, the Settlement Administrator Payment, and payroll/employment taxes in accordance with the Settlement Agreement.
13. The Court retains continuing jurisdiction as to all matters relating to the administration and consummation of the settlement as provided in the Settlement Agreement and all other matters covered in this Order and Judgment.
14. Nothing in this Order shall preclude any action to enforce Defendant's obligations under the Settlement Agreement, including the requirement that it make payments to the Class in accordance with the terms of the Settlement Agreement.
15. Upon entry of this Order, judgment shall be deemed entered herein and, except as otherwise provided in the Settlement Agreement, Plaintiff, the Class, and Class Counsel shall bear their own attorneys' fees, costs, and expenses incurred by them in or arising out of the lawsuit and shall not seek reimbursement thereof from the Released Parties.
16. To give notice of this Order to the Class following entry of the same, the Settlement Administrator shall post a copy of this Order on its Settlement Administrator's website, [www.ilymgroup.com](http://www.ilymgroup.com), as indicated in the Notice of Class Action Settlement previously mailed to the Class Members.
17. The parties' Settlement Agreement shall not constitute an admission of liability or fault by Defendant or the Released Parties, or a finding as to the validity of any claim in the lawsuit or of any wrongdoing or violation of law by Released Parties. The Settlement Agreement is not a concession by anyone and, to the extent permitted by law, neither this Order, Judgment, nor any of the Settlement Agreement's terms or provisions, nor any of the negotiations or proceedings

connected thereto, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding to establish any liability of, or admission by, the Released Parties. Notwithstanding the foregoing, nothing in this Order and Judgment shall be interpreted as prohibiting the use of this Order and Judgment in a proceeding to consummate or enforce the Settlement Agreement or this Order and Judgment, or as otherwise required by law.

18. Having granted final approval of the Settlement Agreement between the parties in the above-entitled action as set forth above, this Court **HEREBY ORDERS, ADJUDGES AND DECREES** that Judgment in this matter is entered in accordance with the Settlement Agreement and this Order.

**IT IS SO ORDERED.**

Dated: August 4, 2023

  
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HONORABLE JED BEEBE  
JUDGE OF THE SUPERIOR COURT

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**PROOF OF SERVICE**

I am employed in the County of San Luis Obispo, State of California. I am over 18 years of age and not a party to this action. My business address is 1102 Laurel Lane, San Luis Obispo, California 93401 and my email address is gaxsom@amblaw.com.

On July 12, 2023, I served the within **[PROPOSED] REVISED ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties and/or their attorneys of record to this action by placing a true copy as follows:

***SEE ATTACHED LIST***

- ☐ **BY MAIL:** I placed a true copy of the foregoing document in a sealed envelope, addressed to each interested party as set forth above, with postage fully prepaid, for collection and mailing pursuant to the ordinary business practice of this office, which is that correspondence for mailing is collected and deposited with the United States Postal Service on the same day in the ordinary course of business.
- ☐ **BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to the offices of the addressee(s).
- ☐ **BY OVERNIGHT DELIVERY:** I caused such envelope(s) to be delivered to the above parties by the close of the next business day by \_\_\_\_\_ with delivery fees paid or provided.
- ☐ **BY FACSIMILE:** I caused a true copy of the foregoing document(s) to be served by facsimile transmission (in accordance with the written confirmation of counsel in this action) at the time shown on each attached transmission report from sending facsimile machine number (805) 543-0752 to each interested party at the facsimile number as shown above. Each transmission was reported as complete and without error. A true copy of each such transmission report is attached hereto.
- ☒ **BY ELECTRONIC TRANSMISSION:** A true copy of the foregoing document was served electronically to the stated e-mail address(es). The transmission was reported as complete and without error.

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

Executed on July 12, 2023, at San Luis Obispo.

  
Gina D. Axsom

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**SERVICE LIST**

*Jesus Alcala Ceja v. North American Fire Hose Corporation*  
Case No. 22CV00640

***Attorney***

***Representing***

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Plaintiff Jesus Alcala Ceja