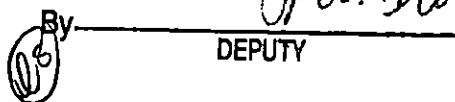


11B
5/40

MAY 08 2024

BOKHOUR LAW GROUP, P.C.
Mehrdad Bokhour, Esq. (CA Bar No. 285256)
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

Filed
STEPHANIE BOHREY, CLERK

By  DEPUTY

FALAKASSA LAW, P.C.
Joshua S. Falakassa, Esq. (CA Bar No. 295045)
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiff and the Putative Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

ANDREA CERVANTES, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

IMPORT GLASS CORPORATION; a
California Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: STK-CV-UOE-2022-0000948

Assigned to the Hon. Robert T. Waters

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF JUDGMENT**

Hearing:

Date: May 8, 2024

Time: 9:00 a.m.

Dept.: 11B

APR 11 2024


[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; ENTRY OF JUDGMENT

FAXED

ORIGINAL

1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set
2 forth in the Class Action and PAGA Settlement Agreement ("Settlement Agreement") came for a
3 hearing in Department 11B of the above-entitled court. The Final Approval Motion was
4 unopposed by Defendant Import Glass Corporation.

5 Having considered the Final Approval Motion, the Settlement Agreement, the
6 Declarations, and all other materials properly before the Court and having conducted an inquiry
7 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
8 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
9 Due and adequate notice having been given to the Class, and the Court having considered the
10 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
11 comments received regarding the proposed settlement, and having reviewed the record in this
12 Action, and good cause appearing,

13 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

14 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
15 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

16 2. The Court has jurisdiction over the subject matter over this Action, the Class
17 Representative, the Class Members, and Defendant.

18 3. For purposes of effectuating this Order and Judgment, the Court, for settlement
19 purposes only, finds that the proposed Class is ascertainable and that there is a sufficiently
20 defined community of interest among the Class Members in questions of law and fact. The
21 Court, therefore, certifies the following Class, for settlement purposes only:

22 "All current and former nonexempt employees employed by
23 Import Glass Corporation, in California at any time during the
24 Class Period of February 7, 2018, through June 26, 2023."

25 4. The Court deems this definition sufficient for purposes of California Rules of
26 Court, rule 3.765(a).

27 5. With respect to the Class, and for purposes of approving this Settlement, this
28 Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous

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

9 6. The Court finds that the distribution of the Class Notice, as provided for in the
10 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
11 under the circumstances to all Class Members and fully met the requirements of California law
12 and due process under the California and United States Constitution. Based on evidence and
13 other material submitted, the actual notice to the class was adequate.

14 7. The Court finds that the instant Action presented a good faith dispute of the
15 claims alleged, and the Court finds in favor of settlement approval.

16 8. The Released Class Claims on behalf of the Participating Class Members
17 included:

- 18 a. all claims, rights, demands, liabilities, penalties, costs, expenses, attorneys'
19 fees, damages, and causes of action that were pled or could have been pled in
20 the operative Complaint, based on the facts alleged therein, except for the
21 claim under the PAGA, including, without limitation, claims for failure to pay
22 minimum wages, failure to pay overtime wages, meal and rest break
23 violations, failure to pay meal and rest break premium pay and/or failure to
24 pay such premium pay at the correct rate(s) of pay, failure to provide accurate
25 itemized wage statements, failure to timely pay all wages upon separation of
26 employment, failure to timely pay wages during employment, and unfair and
27 unlawful business practices pursuant to Business and Professions Code
28 §17200 *et seq.*

1 9. The Released PAGA Claims on behalf of the Aggrieved Employees included:
2 a. all claims, rights, demands, liabilities, penalties, costs, expenses, attorneys'
3 fees, damages, and causes of action pursuant to the PAGA based on the
4 allegations stated in the PAGA Notice and that were or could have been pled
5 in the operative Complaint, based on the facts alleged therein, including,
6 without limitation, claims for failure to pay minimum wages, failure to pay
7 overtime wages, meal and rest break violations, failure to pay meal and rest
8 break premium pay and/or failure to pay such premium pay at the correct
9 rate(s) of pay, failure to provide accurate itemized wage statements, failure to
10 timely pay all wages upon separation of employment, failure to timely pay
11 wages during employment, and unfair and unlawful business practices
12 pursuant to Business and Professions Code §17200 *et seq.*

13 10. There were no Objections and zero Request for Exclusion to the Settlement. All
14 Class Members are Participating Class Members, who are entitled to an Individual Class
15 Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved Employees are
16 entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA Penalties.

17 11. The Court approves the Settlement, as set forth in the Settlement Agreement and
18 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
19 Parties are directed to perform in accordance with the terms set forth in the Settlement
20 Agreement.

21 12. The Parties are to bear their own costs, except as otherwise provided in the
22 Settlement Agreement.

23 13. By this Judgment, the Class Representative shall release, relinquish, and
24 discharge, and each of the Class Members shall be deemed to have, and by operation of the
25 Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
26 Released Class Claims, as defined in the Settlement Agreement.

27 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
28 act performed or document executed pursuant to or in furtherance of the Settlement Agreement

1 or the Settlement (i) is or may be deemed to be or may be used by the Class Representative or
2 Participating Class Members as an admission of, or evidence of, the validity of any of the
3 Released Class Claims, or of any wrongdoing or liability of Defendant or any of the other
4 Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class
5 Representative or Participating Class Members as an admission of, or evidence of, any fault or
6 omission of Defendant or any of the other Released Parties in any civil, criminal, or
7 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
8 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
9 this Action in any other action that may be brought against it or them in order to support a
10 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
11 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion
12 or similar defense or counterclaim.

13 15. The Gross Settlement Amount to be paid under the Settlement Agreement is
14 \$1,350,000.00. From this amount, Class Counsel sought a Class Counsel Fee Payment of
15 \$450,333.33, Class Counsel Litigation Expenses of \$16,023.50, a Service Payment for Class
16 Representative Andrea Cervantes of \$10,000, an Administrator Expenses Payment of \$7,500.00
17 to ILYM Group, Inc., and \$18,750 to the LWDA for PAGA penalties and \$6,250 to the
18 Aggrieved Employees for PAGA Penalties. Defendant does not oppose these requests. In
19 addition, and concurrently with paying the Settlement Amount, Defendant shall separately pay
20 all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, which
21 shall be reported through the Settlement Administrator. The Court finds that the Settlement
22 Amount is fair, reasonable and adequate, and awards the payments set forth below from the
23 Settlement Amount:

- 24 A) \$450,000 to Class Counsel for Class Counsel Fee Payment in light of the
25 benefit obtained on behalf of the Class, which shall be divided equally
26 between Falakassa Law, P.C. and Bokhour Law Group, P.C.;
- 27 B) \$16,023 to Class Counsel for the Class Counsel Litigation Expenses,
28 which shall allocated to Bokhour Law Group;

- 1 C) \$10,000 to Class Representative Andrea Cervantes as a Service Payment;
2 D) \$7,500.00 to the Settlement Administrator, ILYM Group, Inc.;
3 E) \$18,750 to the LWDA;
4 F) \$6,250 to the Aggrieved Employees on a pro rata basis;
5 G) After deducting the foregoing payments from the Settlement Amount, the
6 remainder shall form the Net Settlement Amount payable to the
7 Participating Class Members as set forth in the Settlement Agreement and
8 as calculated by the Settlement Administrator.

9 16. The Settlement Administrator is directed to calculate the Participating Class
10 Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA
11 Payments and issue all payments within in accordance with the Settlement Agreement and this
12 Order/Judgment.

13 17. Concurrently with mailing the settlement checks to the Participating Class
14 Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of
15 Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the
16 check for the Participating Class Members, noting the following: "Please be advised that on
17 [insert date], 2024, the Superior Court of California for the County of San Joaquin entered
18 Judgment in the case entitled *Cervantes v. Import Glass Corporation.*, Case No. STK-CV-UOE-
19 2022-0000948, on behalf of "All current and former nonexempt employees employed by Import
20 Glass Coporation., in California at any time during the Class Period of February 7, 2018, through
21 June 26, 2023."

22 18. Participating Class Members and Aggrieved Employees shall have 180 days to
23 negotiate the settlement check from the date of issuance by the Settlement Administrator. In the
24 event that a Class Member does not negotiate his/her check within this time period, the check
25 will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as
26 a result of a failure to timely cash a settlement check shall be paid to the California State
27 Controller's Unclaimed Property Fund in the name of the Settlement Class Member.
28

19. The following dates shall govern for purposes of this implementing this Order/Judgment, assuming that no notice of appeal of the Judgment in this matter is filed:

Date Final Order is Entered	The Effective Date occurs.
August 1, 2024	Defendant shall issue payment to the Settlement Administrator.
Within 7 days after receipt of the final payment	Settlement Administrator to issue all Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, payment to Class Counsel for the Class Counsel Fee Payment and Litigation Expenses, the Service Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, and pay itself the Administrator Expenses Payment.
180 days after payment is issued	Deadline for Class Members to cash checks.
May 18, 2025	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
Date: <u>July 17, 2025</u> Time: <u>8:30</u> (a.m./p.m.)	OSC re: Compliance with the Order and status of disbursements. may ATTEND Remotely Dial (208) 992-5590 enter Bridge No 6941 & Passcode 5564. RTW

20. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: May 8, 2024


HON. ROBERT T. WATERS
JUDGE OF THE SUPERIOR COURT