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1 3. With respect to the Settlement Class and for purposes of approving this Settlement
2 only, this Court finds and concludes that: (a) the members of the Settlement Class are
3 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
4 of law or fact common to the Settlement Class, and there is a well-defined community of interest
5 among members of the Settlement Class with respect to the subject matter of the Action; (c) the
6 claims of Class Representative Sergio Nevarez are typical of the claims of the members of the
7 Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of
8 the members of the Settlement Class; (e) a class action is superior to other available methods for
9 an efficient adjudication of this controversy; and (f) the counsel of record for the Class
10 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their
11 individual and representative capacities for the Class.

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

21 5. The Court finds and determines that the terms of the Settlement are fair, reasonable
22 and adequate to the Settlement Class and to each Settlement Class Member.

23 6. The Court finds and determines that the Individual Settlement Payments to be paid
24 to participating Settlement Class Members as provided for by the Settlement are fair and
25 reasonable.

7. The Court finds and determines that payment to the California Labor and Workforce Development Agency of \$9,000.00 as its share of the settlement of civil penalties in this case is fair, reasonable, and appropriate.

8. The Court finds and determines that the fees and expenses in administering the Settlement incurred by Phoenix Settlement Administrators in the amount of \$6,000.00, are fair and reasonable.

9. The Court finds and determines the Class Representative Enhancement Award of \$7,000 for Plaintiff is fair and reasonable.

10. The Court finds that Class Counsel attorneys' fees in the sum of \$67,500.00 and litigation costs of \$14,436.20 are fair and reasonable.

III. Order

The Court grants final approval of the Settlement and it is HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. The Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

2. The Court certifies the Settlement Class, as that term is defined in and by the terms of the Settlement Agreement as “all non-exempt employees employed by Defendant CG Industries, Inc. and Defendant Hartung Glass Industries, Inc. in California at any time between February 17, 2018 through the date of Preliminary Approval (September 12, 2023),” and the Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

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

4. The Court hereby confirms Plaintiff Sergio Nevarez as the Class Representative in this Action.

5. The Court hereby approves the Gross Settlement Amount of \$225,000.00.

6. The Court hereby gives final approval to and orders the payment of the Individual Settlement Payment amounts be made to the participating Settlement Class Members in accordance with the Settlement Agreement.

1 7. The Court hereby gives final approval to and orders that the payment to the
2 California Labor and Workforce Development Agency of \$9,000.00 be paid in accordance with
3 the Settlement Agreement.

4 8. The Court hereby gives final approval to and orders that the payment to Phoenix
5 Settlement Administrators in the amount of \$6,000.00 be paid in accordance with the Settlement.

6 9. The Court hereby orders the Administrator to make payment of the Class
7 Representative Enhancement Award to the Plaintiff/Class Representative in the amount of
8 \$7,000 in accordance with the terms of the Settlement Agreement.

9 10. Pursuant to the terms of the Settlement, and the authorities, evidence and
10 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in
11 the sum of \$67,500.00 and litigation costs of \$14,436.20. The Court hereby orders the Settlement
12 Administrator to make these payments in accordance with the terms of the Settlement Agreement.

13 11. The Court requires that 10% of the attorney fee award be kept in the settlement
14 administrator's trust fund until the completion of the distribution process and Court approval of
15 a final accounting.

16 12. Neither Defendants nor any related persons or entities shall have any further
17 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
18 except as provided for by the Settlement Agreement.

19 13. Upon completion of administration of the Settlement, the Settlement
20 Administrator will provide written certification of such completion to the Court and counsel for
21 the Parties which shall be filed with the Court five (5) court days before the non-appearance
22 compliance hearing set for November 13, 2024 at 2:30 p.m. in Dept. 23.

23 14. The Parties will bear their own costs and attorneys' fees except as otherwise
24 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
25 costs.

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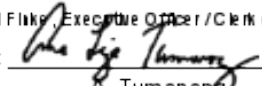
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SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 02/21/2024
PLAINTIFF/PETITIONER: Sergio J Nevarez	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy A. Tumonong
DEFENDANT/RESPONDENT: CG Industries, Inc. et al	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 22CV007198

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order Granting Final Approval of Class Action entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Collin D Cook
Fisher & Phillips LLP
ccook@fisherphillips.com

Jessica Lynn Campbell
Aegis Law Firm, PC
jcampbell@aegislawfirm.com

Dated: 02/21/2024

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Tumonong, Deputy Clerk