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

LUIS MANUEL JARA, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

REID PRODUCTS, INC., a California
corporation; and DOES 1 through 100,
inclusive.

Defendants.

Case No.: CIVSB2204688

*[Assigned for all purposes to the
Hon. Gilbert Ochoa, Dept. S-24]*

[PROPOSED] FINAL JUDGMENT

Date: April 30, 2024

Time: 9:00 a.m.

Dept.: S-24

1 This matter came on regularly for hearing before this Court on April 30, 2024, pursuant
2 to California Rule of Court 3.769 and this Court's November 29, 2023 Signed Tentative Order
3 Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order").
4 Having considered the parties' Stipulation of Settlement (herein "Settlement")¹ and the
5 documents and evidence presented in support thereof, and the submissions of counsel, the Court
6 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 non-exempt, hourly employees of Defendant Reid
11 Products, Inc. who worked at any time in California during the Class Period.

12 2. The Class Period is March 14, 2018 and June 7, 2023.

13 3. Plaintiff Luis Manuel Jara is hereby confirmed as Class Representative, and Scott
14 M. Lidman and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group,
15 APC are hereby confirmed as Class Counsel.

16 4. 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 November 29, 2023, and the notice
18 process has been completed in conformity with the Court's Order. The Court finds that said
19 notice was the best notice practicable under the circumstances. The Notice Packet (which
20 consists of the Notice of Pendency of Class Action and Proposed Settlement and Notice of
21 Individual Settlement Award) provided due and adequate notice of the proceedings and matters
22 set forth therein, informed Settlement Class members of their rights, and fully satisfied the
23 requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769,
24 and due process.

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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 5. The Court finds that zero (0) Settlement Class member objected to the Settlement,
2 nine (9) class members have opted out of the Settlement, and that the 94.16% participation rate
3 in the Settlement supports final approval. The names of the nine valid opt outs are: Lisa Osborne,
4 Mardy W. Anfenson, Erika Pizano-Najera, Curtis T. Roland, Michelle A. Cummings, Mayra G.
5 Barron, Brandy N. Sierra, Richard A. Windust and Manuel Rojas.

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

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

18 8. The Court orders that Defendant deposit the Gross Settlement Amount of Four
19 Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$475,000.00) with Phoenix
20 Settlement Administrators, the Settlement Administrator, as provided for in the Settlement.
21 Specifically, the Gross Settlement Amount shall be deposited by Defendant into a qualified
22 settlement fund set up by the Settlement Administrator for the benefit of participating Settlement
23 Class members and PAGA Employees. Defendant agrees to deposit the Gross Settlement
24 Amount and the required employer-side taxes with the Settlement Administrator within thirty
25 (30) calendar days after the “Effective Date” which is defined as the latter of: (a) the Court's final
26 approval of the settlement if no objections by or on behalf of Settlement Class members have
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1 been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has
2 been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

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

6 10. The Court finds that an incentive payment in the amount of \$10,000.00 for
7 Plaintiff Luis Manuel Jara is appropriate for his risks undertaken and service to the Settlement
8 Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the
9 Settlement Administrator make this payment in conformity with the terms of the Settlement.

10 11. The Court finds that attorneys' fees in the amount of \$158,333.33 and litigation
11 costs of \$11,702.17 for Class Counsel, are fair, reasonable, and adequate, and orders that the
12 Settlement Administrator distribute these payments to Class Counsel in conformity with the
13 terms of the Settlement.

14 12. The Court orders that the Settlement Administrator shall be paid \$8,500.00 from
15 the Gross Settlement Amount for all of its work done and to be done until the completion of this
16 matter, and finds that sum appropriate.

17 13. The Court finds that the payment to the California Labor & Workforce
18 Development Agency ("LWDA") in the amount of \$15,000.00 for its share of the settlement of
19 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
20 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
21 this payment to the LWDA in conformity with the terms of the Settlement.

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

25 15. The Court finds and determines that upon satisfaction of all obligations under the
26 Settlement and this Order, all Settlement Class Members, except Lisa Osborne, Mardy W.
27 Anfenson, Erika Pizano-Najera, Curtis T. Roland, Michelle A. Cummings, Mayra G. Barron,
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1 Brandy N. Sierra, Richard A. Windust and Manuel Rojas, will be bound by the Settlement, will
2 have released the Released Claims as set forth in the Settlement, and will be permanently barred
3 from prosecuting against Defendants any of the Released Claims pursuant to the Settlement.

4 16. Upon the Effective Date of the Release, by virtue of this Judgment, Plaintiff and
5 every member of the Settlement Class, except Lisa Osborne, Mardy W. Anfenson, Erika Pizano-
6 Najera, Curtis T. Roland, Michelle A. Cummings, Mayra G. Barron, Brandy N. Sierra, Richard
7 A. Windust and Manuel Rojas, will fully and forever completely release and discharge
8 Defendant, its past and present officers, directors, shareholders, members, owners, managers,
9 employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its
10 respective successors and predecessors in interest, subsidiaries, affiliates, parents, and attorneys,
11 (collectively the “Released Parties”), from all claims, demands, rights, liabilities and causes of
12 action that were pled in the operative First Amended Complaint in the Action, that arose during
13 the Class Period defined above with respect to the following claims: (a) failure to pay all
14 minimum wages owed; (b) failure to pay all overtime wages owed; (c) failure to provide meal
15 periods and pay premium wages for non-compliant meal periods; (d) failure to authorize and
16 permit rest periods and pay premium wages for non-compliant rest periods; (e) failure to issue
17 accurate, itemized wage statements; (f) failure to timely pay all wages due upon separation of
18 employment; and (g) all claims for unfair business practices that reasonably could have been
19 premised on the facts, claims, causes of action or legal theories described above (collectively,
20 the “Released Class Claims”). The Class Members do not release any claims other than those
21 set forth above, including without limitation claims for vested benefits, wrongful termination,
22 violations of the Fair Employment and Housing Act, unemployment insurance, disability, social
23 security, workers’ compensation, or claims based on facts occurring outside the Class Period.

24 17. The time period for the release of the Released Class Claims shall be the same
25 time period as the Class Period.

26 18. Upon the Effective Date of the Release, PAGA Employees, including Plaintiff
27 (and also including those who opt-out from the Class portion of the Settlement), will release and
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forever discharge the Released Parties from all claims, demands, rights, liabilities and causes of action for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) which were pled in the letter to the LWDA dated March 11, 2022 and the First Amended Complaint in the Action, or which could have been pled based upon the facts alleged in the operative First Amended Complaint in the Action that arose during the PAGA Period predicated on the following alleged violations: (a) failure to pay all minimum wages owed; (b) failure to pay all overtime wages owed; (c) failure to provide meal periods and pay premium wages for non-compliant meal periods; (d) failure to authorize and permit rest periods and pay premium wages for non-compliant rest periods; and (e) failure to issue accurate, itemized wage statements and (f) failure to timely pay all wages due upon separation of employment.

19. The time period for the release of the PAGA Released Claims shall be the same time period as the PAGA Period. The PAGA Period is March 14, 2021 through June 7, 2023.

20. In light of the Class Representative Service Award, Plaintiff and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge, in addition to the Released Class Claims described above, all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Complaint and First Amended Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the First Amended Complaint and Plaintiff’s letter to the LWDA, whether known or unknown, under federal law or state law against the Released Parties. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims, which includes waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

1 21. The releases identified herein will only be effective upon the date on which
2 Defendant fully funds the Gross Settlement Amount and employer's share of payroll taxes
3 ("Effective Date of the Releases").

4 22. This document shall constitute a final judgment pursuant to California Rule of
5 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
6 approval hearing, the court must make and enter judgment. The judgment must include a
7 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
8 judgment. The court may not enter an order dismissing the action at the same time as, or after,
9 entry of judgment."

10 23. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
11 Order, and this Judgment.

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13 **JUDGMENT IS SO ENTERED.**

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15 Dated: _____, 2024

Honorable Gilbert Ochoa
Judge of the Superior Court