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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] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

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 to
2 California Rule of Court 3.769 and this Court's November 29, 2023 Signed Tentative Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered
4 the parties' Stipulation of Settlement (herein "Settlement")¹ and the documents and evidence presented
5 in support thereof, and recognizing the disputed factual and legal issues involved in this case, the risks
6 of further prosecution and the substantial benefits to be received by the Settlement Class pursuant to the
7 Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and
8 adequate, and is the product of good faith, arm's-length negotiations between the parties. Good cause
9 appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action
10 Settlement and ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
13 as:

14 All current and former non-exempt, hourly employees of Defendant Reid Products,
15 Inc. who worked at any time in California during the Class Period.

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

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

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

28 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

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

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

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

18 8. The Court finds that given the absence of objections to the Settlement, and objections
19 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

20 9. The Court orders that Defendant deposit the Gross Settlement Amount of Four Hundred
21 and Seventy-Five Thousand Dollars and Zero Cents (\$475,000.00) with Phoenix Settlement
22 Administrators, the Settlement Administrator, as provided for in the Settlement. Specifically, the Gross
23 Settlement Amount shall be deposited by Defendant into a qualified settlement fund set up by the
24 Settlement Administrator for the benefit of participating Settlement Class members and PAGA
25 Employees. Defendant agrees to deposit the Gross Settlement Amount and the required employer-side
26 taxes with the Settlement Administrator within thirty (30) calendar days after the “Effective Date” which
27 is defined as the latter of: (a) the Court's final approval of the settlement if no objections by or on behalf
28

1 of Settlement Class members have been filed; (b) the time for appeal has expired if an objection has
2 been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has
3 been filed.

4 10. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed
5 shall be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of
6 the Settlement Class member.

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

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

14 13. The Court finds that attorneys' fees in the amount of \$158,333.33 and litigation costs of
15 \$11,702.17 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
16 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

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

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

25 16. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the
26 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately from,
27 and in addition to, the Gross Settlement Amount.

1 17. The Court finds and determines that upon satisfaction of all obligations under the
2 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, except the
3 nine 9 opt outs: Lisa Osborne, Mardy W. Anfenson, Erika Pizano-Najera, Curtis T. Roland, Michelle A.
4 Cummings, Mayra G. Barron, Brandy N. Sierra, Richard A. Windust and Manuel Rojas, will have
5 released the Released Claims as set forth in the Settlement, and will be permanently barred from
6 prosecuting against Defendants any of the Released Claims pursuant to the Settlement.

7 18. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
8 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any
9 document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
10 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

11 18. The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order,
12 and the Judgment entered in connection with the Settlement.

13 19. The Settlement Administrator shall file a declaration regarding the disbursement of
14 Settlement funds on or before January 31, 2025.

15 **IT IS SO ORDERED.**

16
17 Dated: _____, 2024

Honorable Gilber Ochoa
Judge of the Superior Court