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Superior Court of California
County of San Francisco
OCT 23 2026
CLERK OF THE COURT
BY: Dan Kane
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

RANDY MARTIN ARBUCKLE and BRET URIAS, individually and on behalf of all others similarly situated, Plaintiff, v. SMITH-EMERY OF SAN FRANCISCO, INC.; and Does 1 through 20, inclusive, Defendants.	Case No. CGC-22-599170 ORDER GRANTING FINAL APPROVAL OF SETTLEMENT

This is a wage-and-hour action brought by plaintiffs Randy Martin Arbuckle and Bret Urias[1] on behalf of themselves and a putative class against Smith-Emery of San Francisco, Inc. Before the court is plaintiffs' unopposed motion for final approval of the $310,000 class settlement reached with defendant and for approval of attorney's fees, costs, and service awards. On October 23, 2026, at 9:00 a.m. the court heard argument on the motion in Department 613. Carolyn Bell (Aegis Law Firm, PC) appeared for plaintiffs and the class. Edward Racek (Tucker Ellis LLP) appeared for defendant. No class members submitted advance written objections and once class member, Troy McDonald, appeared at the hearing. IT IS HEREBY ORDERED that the motion for final approval and for attorney's fees, costs, and service awards is **GRANTED** with approved attorney's fees of **$103,333.33,** costs of **$36,877.53**, and a service award of **$5,000** for each class representative. A compliance hearing is reserved for **March 12, 2027, at 11:30 a.m.** with an updated compliance statement due no later than **March 5, 2027**. An interim

[1] Plaintiffs have erroneously omitted Bret Urias from the caption of their pleading, including the operative second amended complaint.

compliance statement with a declaration from the administrator confirming all disbursements made to date is due no later than **December 18, 2026**. The court otherwise **ORDERS** as follows:

1. Except as otherwise specified here, the court adopts and incorporates by reference the terms and definitions of the settlement agreement.

2. The following Settlement Class is certified for settlement purposes (SA, §§ 1.5, 1.12): *All persons currently or formerly employed by Smith-Emery of San Francisco, Inc. as non-exempt employees in California at any time during the Class Period, namely April 12, 2018, through September 11, 2025.*

3. The court finds that the Settlement Class meets the requirements for certification under Code of Civil Procedure section 382 because: (1) the proposed Settlement Class is numerous and ascertainable; (2) there are predominant common questions of law or fact; (3) plaintiffs' claims are typical of the claims of the members of the proposed Settlement Class; and (4) a class action is superior to other methods to efficiently adjudicate this controversy.

4. The notice and plan of distribution approved by this court met the requirements of due process and constituted the best notice practicable under the circumstances. As set forth in the declaration of Garvin Brown, the administrator ILYM Group, Inc. distributed notice in compliance with this court's preliminary approval order and the settlement agreement. The court finds the administration process to date was adequate and comported with due process, reaching nearly all class members. (Brown Decl., ¶¶ 5–10.)

5. One class member, Bridget M. Goodman, requested to exclude themselves from the settlement. (Brown Decl., ¶ 11.)

6. No class members objected to the settlement. (Brown Decl., ¶ 12.)

7. The court has considered the *Dunk/Kullar* factors and finally approves the settlement as a fair, adequate, and reasonable settlement.

8. The court hereby approves payment of administration expenses to ILYM Group, Inc. in the amount of **$5,750.00**. (Brown Decl., ¶ 18.) ILYM Group, Inc. shall continue to serve as settlement administrator and shall, *inter alia*, disburse payments to class members in accordance with the terms of the settlement agreement and this final approval order.

9. For settlement purposes only, Randy Martin Arbuckle and Bret Urias are appointed as

class representatives. The court approves a service award for each named plaintiff, Arbuckle and Urias, in the amount of **$5,000** each based on consideration of the pertinent criteria, including the average payments to class members and aggrieved employees. (See *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394–95.) Both representatives were deposed for an entire day, worked diligently to provide information and documents to and communicate with the attorneys, and otherwise made themselves available to assist as needed.

10. For settlement purposes only, Aegis Law Firm, PC is appointed as Class Counsel. The court approves an award of reasonable attorney's fees in the amount of **$103,333.33 (33 percent of the fund).** The court attempted to conduct a lodestar cross-check but was not provided with the billing records to do so, nor was the court provided with courtesy copies of the moving papers prior to the hearing. Based on counsel's representations at the hearing, the court finds the requested fees to be reasonable. The attorneys conducted extensive discovery, actively litigated the case, deposed both class representatives, and deposed defendant's most knowledgeable person on various issues. The court approves the reimbursement of litigation expenses in the amount of **$36,877.53**. The court is persuaded that the full amount of attorney's fees requested is reasonable based on the history of this case, the outcome, and a lodestar cross-check.

11. The court reserves a compliance hearing for **March 12, 2027, at 11:30 a.m.** with an updated compliance statement due no later than **March 5, 2027**. An interim compliance statement with a declaration from the administrator confirming all disbursements made to date is due no later than **December 18, 2026**.

12. Pursuant to Code of Civil Procedure section 664.6, and Rule 3.769(h) of the California Rules of Court—and without impacting the finality of this order—the court retains jurisdiction over plaintiff, all members of the Settlement Class, and defendant for the purpose of supervising the implementation, enforcement, construction, administration, and interpretation of the settlement agreement and this order.

Dated: October 23, 2026

JEFFREY S. ROSS
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6 & CRC 2.251)

I, Sean Kane, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On October 23, 2026, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: October 23, 2026

Brandon E. Riley, Court Executive Officer

By: _____
Sean Kane, Deputy Clerk