

1 AEGIS LAW FIRM, PC
2 SAMUEL A. WONG, State Bar No. 217104
3 KASHIF HAQUE, State Bar No. 218672
4 JESSICA L. CAMPBELL, State Bar No. 280626
5 ALEXANDER G.L. Davies, State Bar No. 328125
6 9811 Irvine Center Drive, Suite 100
7 Irvine, California 92618
8 Telephone: (949) 379-6250
9 Facsimile: (949) 379-6251
10 Email: jcampbell@aegislawfirm.com
11 adavies@aegislawfirm.com

12 Attorneys for Plaintiff Ricardo Antonio Alvarenga,
13 individually, and on behalf of all others similarly situated.

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

13 RICARDO ANTONIO ALVARENGA,
14 individually and on behalf of all others
15 similarly situated,

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17 Plaintiffs,

18 v.

19 PROGRESS GLASS CO., INC.; and DOES
20 1 through 20, inclusive,

21 Defendants.

Case No. CGC-22-599072

Assigned for All Purposes to:
Hon. ~~Anne-Christine Massullo~~
Dept. 610 *Rochelle C. East*

[PROPOSED] FINAL JUDGMENT

[PROPOSED] FINAL JUDGMENT

1 This Motion for Final Approval of Class Action Settlement came on for hearing on
2 August 2, 2024, at 9:30 a.m. in Department 301 (the "Law and Motion Department") of the
3 above-captioned Court, before the Hon. Rochelle C. East. Consistent with this Court's Order
4 Granting Preliminary Approval, filed and entered on April 5, 2024 ("Preliminary Approval
5 Order"), the Court's Order Granting Final Approval filed and entered on August 14, 2024
6 ("Final Approval Order"), and the Class Action and PAGA Settlement Agreement ("Settlement
7 Agreement") entered into by Plaintiff Ricardo Antonio Alvarenga ("Plaintiff") and Defendant
8 Progress Glass Co., Inc. ("Defendant"), a copy of which was filed in conjunction with the
9 Plaintiff's Motion for Preliminary Approval of Class Action Settlement, attached as Exhibit 1 to
10 the Declaration of Alexander G.L. Davies, and due and adequate notice having been given to all
11 Class Members as required in the Preliminary Approval Order, it is hereby ORDERED,
12 ADJUDGED, AND DECREED as follows:

13 1. All terms used herein shall have the same meaning as defined in the
14 Settlement Agreement.

15 2. The Court finds and determines that the terms of the Settlement are fair,
16 reasonable, and adequate to the Class and to each Participating Class Member and that the
17 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
18 be and hereby are ordered to be consummated, as set forth in its Final Approval Order.

19 3. The Court has certified a Class, as that term is defined in and by the terms
20 of the Settlement Agreement as all current and former non-exempt, non-union hourly employees
21 who worked for Defendant in California at any time during the Class Period (defined as, "the
22 period from October 11, 2017 to November 15, 2023), excluding any persons who: (1) are
23 currently represented by counsel and have a civil action pending against Progress Glass; and/or
24 (2) any persons who opt-out of the class.

25 4. All Class Members were given a full and fair opportunity to participate in
26 the approval hearing. Upon the Effective Date, Plaintiff and all Participating Class Members, on
27 behalf of themselves and their respective former and present representatives, agents, attorneys,
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1 heirs, administrators, successors, and assigns, release Released Parties from all claims, charges,
2 complaints, liens, demands, causes of action, obligations, damages and liabilities, known or
3 unknown, suspected or unsuspected, that were alleged, or reasonably could have been alleged in
4 the Operative Complaint, or arise from or could have been asserted based on the Class Period
5 facts stated in the Operative Complaint and ascertained in the course of the Action. The
6 Released Claims specifically include, but are not limited to Labor Code §§ 201, 202, 203, 204,
7 205, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,
8 1198, 2800, and 2802 and the related IWC Wage Order No. 1-2001 and Business & Professions
9 Code §§ 17200, et seq. claims based on alleged violations of these Labor Code and these or any
10 other applicable Wage Order provisions) and all other claims, such as those under the California
11 Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been
12 pleaded based on the facts asserted in the Action, including: (1) failure to pay minimum wages;
13 (2) failure to pay required overtime wages; (3) failure to pay overtime and/or sick pay at the
14 regular rate; (4) failure to provide meal or rest periods of compensation in lieu thereof; (5)
15 failure to timely pay employees upon separation or discharge; (6) failure to pay all wages due
16 and owing for time worked; (7) failure to reimburse necessary business expenditures; (8) failure
17 to provide accurate itemized wage statements; (9) all related violations of the applicable Wage
18 Orders; (10) all related violations of California's unfair competition law; and (11) interest, fees,
19 and costs ("Released Claims"). The enumeration of these specific statutes shall neither enlarge
20 or narrow the scope of res judicata based on the claims that were asserted in the Action or could
21 have been asserted in the Action based on the facts and circumstances alleged in any Complaint
22 on file in the Action. Except as set forth in Section 6.3 of this Agreement, Participating Class
23 Members do not release any other claims, including claims for vested benefits, wrongful
24 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
25 disability, social security, workers' compensation, or claims based on facts occurring outside the
26 Class Period. In addition, all Participating Class Members and Non-Participating Class
27 Members who worked for Defendant from October 11, 2020 to November 15, 2023 are deemed
28 to release the Released Parties, on behalf of themselves and their respective former and present

1 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
2 Parties from all claims for PAGA civil penalties that were alleged, or reasonably could have
3 been alleged, based on the PAGA Period facts stated in the Operative Complaint, the facts stated
4 in Plaintiff's letter to the LWDA regarding his PAGA claim (also known as the PAGA Notice)
5 for the PAGA Period, and facts ascertained during the course of the Action.

6 5. Without affecting the finality of this order or the entry of judgment in any
7 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
8 implementation, effectuation, and enforcement of this Judgment and the Settlement Agreement.

9 6. The Court hereby enters final judgment in accordance with the terms of the
10 Settlement Agreement and the Order Granting Final Approval of Class Action Settlement
11 entered on August 14, 2024.

12 7. Upon completion of administration of the Settlement, the Settlement
13 Administrator will provide written certification of such completion to the Court and counsel for
14 the Parties which shall be filed with the Court five (5) court days before the non-appearance
15 compliance hearing set for February 21, 2025 at 10:30 A.M. ^{25, 2026 PCE} ~~for on a later date that is~~
16 ~~convenient with the Court, on _____, 2025 at _____ A.M. / P.M.]~~ in Department
17 610 of the above-entitled Court.

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20 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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23 DATED: 6 May 2025



Honorable Anne Christine Massullo
JUDGE OF THE SUPERIOR COURT
Rochele C. East

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Julie Rumsey, 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 May 14, 2025, I electronically served **THE ATTACHED DOCUMENT** via File & ServeXpress® on the recipients designated on the Transaction Receipt located on the File & ServeXpress® website.

Dated: May 14, 2025.

Brandon Riley, Clerk

By: _____

Julie Rumsey,
Deputy Clerk