

Timothy B. Del Castillo (SBN: 277296)
tdc@castleemploymentlaw.com
Kent L. Bradbury (SBN: 279402)
kb@castleemploymentlaw.com
CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC
2999 Douglas Blvd., Suite 180
Roseville, CA 95661
Telephone: (916) 245-0122

AEGIS LAW FIRM, PC
SAMUEL A. WONG, State Bar No. 217104
KASHIF HAQUE, State Bar No. 218672
JESSICA L. CAMPBELL, State Bar No. 280626
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: jcampbell@aegislawfirm.com

Attorneys for Plaintiffs Kaitlyn Brick and Alfonso Ortega
individually and behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER**

KAITLIN BRICK, ALFONSO ORTEGA,
individually and on behalf of all others similarly
situated,

Plaintiffs,

vs.

HOOKED ON SOLAR, INC; and DOES 1
through 20, Inclusive,

Defendants

Case No. S-CV-0048295
Assigned for All Purposes to Dept. 40
Consolidated with Case No. S-CV-0048541

CLASS ACTION

**[PROPOSED] FINAL ORDER
APPROVING CLASS ACTION
SETTLEMENT**

Date: July 16, 2024
Time: 8:30 AM
Dept.: Dept 42
Judge: Hon. Trisha Hirashima

Action Filed: April 6, 2022
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 The above-referenced class action (“Action”) having come before the Court on July 16,
3 2024, for a hearing and Final Order Approving Class Settlement and Judgment (“Final
4 Order”), consistent with the Court’s Preliminary Approval Order (“Preliminary Approval
5 Order”), and as set forth in the Joint Stipulation of Class Action and PAGA Settlement
6 (“Settlement Agreement”) in the Action, and due and adequate notice having been given to all
7 Class Members as required in the Preliminary Approval Order, and the Court having
8 considered all papers filed and proceedings had herein and otherwise being fully informed and
9 good cause appearing therefore, it is hereby ORDERED, ADJUDGED AND DECREED AS
10 FOLLOWS:

11 1. All terms used herein shall have the same meaning as defined in the Settlement
12 Agreement submitted with the Motion for Preliminary Approval.

13 2. Consistent with the definitions provided in the Settlement Agreement, the terms
14 “Class” and “Class Members” shall mean the following:

15 All current and former hourly-paid or non-exempt employees who worked for
16 Defendant within the State of California at any time during the Settlement Period
17 (collectively referred to as the “Class”). The Settlement Period shall mean means the
18 period from April 6, 2018 through August 29, 2023.

19 3. Consistent with the definitions provided in the Settlement Agreement, the term
20 “PAGA Settlement Class” shall mean the following:

21 “All current and former hourly-paid or non-exempt employees who worked for
22 Defendant within the State of California at any time during the PAGA Period
23 (collectively referred to as the “PAGA Members” or “PAGA Group Members”).

24 4. For purposes of the Settlement and this Final Order, “Releasees” as referenced
25 herein and as released in the Settlement shall collectively mean:

26 Defendant and its divisions, affiliates, predecessors, successors, shareholders, officers,
27 directors, employees, agents, trustees, representatives, administrators, fiduciaries,
28

1 assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers,
2 clients, customers, suppliers, vendors, and related corporations.

3 5. This Court has jurisdiction over the subject matter of this Action and over all
4 Parties to this Action, including all Class Members.

5 6. Distribution of the Class Notice directed to the Class Members as set forth in the
6 Agreement and the other matters set forth therein has been completed in conformity with the
7 Preliminary Approval Order, including individual notice to all Class Members who could be
8 identified through reasonable effort, and the best notice practicable under the circumstances. The
9 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
10 including the proposed Settlement set forth in the Stipulation, to all persons entitled to such
11 Notice, and the Notice fully satisfied the requirements of due process. All Class Members and
12 all Released Claims are covered by and included within the Settlement Agreement and this Final
13 Order.
14

15 7. The Court hereby finds the Settlement was entered into in good faith pursuant to
16 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
17 finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have satisfied the
18 standards and applicable requirements for final approval of this class action settlement under
19 California law, including the provisions of California Code of Civil Procedure section 382 and
20 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez*
21 *v. Superior Court* (1971) 4 Cal. 3d 800, 821.

22 8. The Court hereby approves the Settlement set forth in the Settlement Agreement
23 and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the
24 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement
25 has been reached as a result of intensive, serious, and non-collusive arm's length negotiations.
26 The Court further finds that the Parties have conducted extensive investigation and research, and
27 counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
28 finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay

1 and risks that would be presented by the further prosecution of the Action. The Court has
2 reviewed the benefits that are being granted as part of the Settlement and recognizes the
3 significant value to the Class Members. The Court also finds that the Class is properly certified
4 as a class for settlement purposes only.

5 9. As of the date of entry of this Final Order, each and every Released Claim (as
6 defined in VII(A) of the Stipulation of Settlement) of each and every Class Member is and shall
7 be deemed to be conclusively released as against the Releasees. As of the date of this Final
8 Order, the Class Representatives and each and every Class Member who has not submitted a
9 timely and valid Request for Exclusion is hereby released and forever barred and enjoined from
10 prosecuting the Released Claims, except as to such rights that may be created by the Settlement,
11 against Defendant and the Releasees, from any and all claims, debts, liabilities, demands,
12 obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of
13 any nature under any state, federal or local law that were or could have been asserted based on
14 the facts and allegations made in the Action, and any amendments thereto, as to the Class
15 Members.

16 11. Neither the Settlement nor any of the terms set forth in the Stipulation is an
17 admission by Defendant, or any of the other Releasees, nor is this Final Order a finding of the
18 validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
19 Releasees. Neither this Final Order, the Agreement, nor any document referred to herein, nor
20 any action taken to carry out the Agreement is, may be construed as, or may be used as, an
21 admission by or against Defendant, or any of the other Releasees, of any fault, wrongdoing or
22 liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
23 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence
24 of, an admission or concession with regard to the denials or defenses by Defendant, or any of the
25 other Releasees, and shall not be offered in evidence in any action or proceeding in any court,
26 administrative agency or other tribunal for any purpose whatsoever other than to enforce the
27 provisions of this Final Order, the Settlement Agreement, the Released Claims, or any related
28

1 agreement or release. Notwithstanding these restrictions, any of the Releasees may file in the
2 Action, or submit in any other proceeding, the Final Order, the Agreement, and any other papers
3 and records on file in the Action as evidence of the Settlement to support a defense of res judicata,
4 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
5 the Released Claims.

6 12. The Court finds the settlement payments provided for under the Settlement
7 Agreement to be fair and reasonable in light of all of the circumstances. The Court orders the
8 calculations and the payments to be made and administered in accordance with the terms of the
9 Settlement Agreement.

10 14. The Court hereby confirms Castle Law: California Employment Counsel, PC, and
11 Aegis Law as Class Counsel in the Action.

12 15. Pursuant to the terms of the Settlement, and the authorities, evidence and
13 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in
14 the amount of \$140,000.00, and attorneys' costs in the amount of \$11,577.55, from the Gross
15 Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees
16 and costs incurred by and/or owed to Class Counsel and any other person or entity related to the
17 Action. The Court further orders that the award of attorneys' fees and costs set forth in this
18 Paragraph shall be administered pursuant to the terms of the Settlement Agreement; any
19 allocation of attorneys' fees and costs between and among Class Counsel shall be made by the
20 Settlement Administrator pursuant to a separate and independent agreement between Class
21 Counsel.
22

23 16. The Court also hereby approves and orders a Class Representative Incentive
24 Award to Plaintiffs and Class Representatives Kaitlyn Brick and Alfonso Ortega in the amount
25 of \$15,000 each from the Maximum Settlement Amount.

26 17. The Court also hereby approves and orders payment in the amount of \$37,500.00
27 (75 percent of \$50,000.00) from the Maximum Settlement Amount for PAGA penalties, which
28 shall be made payable to the California Labor Workforce Development Agency; the remaining

1 \$12,500.00 (25 percent) shall remain included in the Net Settlement Amount for distribution to
2 Class Members.

3 18. The Court also hereby approves and orders payment from the Maximum
4 Settlement Amount for actual settlement administration expenses incurred by the Settlement
5 Administrator, ILYM Group in the amount of \$7,250.

6 19. The Court also hereby approves and orders that to the extent any Participating
7 Settlement Class Member fails to cash a settlement check within 180 days of issuance, the
8 uncashed funds, including interest accrued in the QSF, will be paid out to California State
9 Controller Unclaimed Property Fund in that Class Member's name.

10 20. Provided the Settlement becomes effective under the terms of the Agreement, the
11 Court also hereby orders that the deadline for mailing the Court-approved Settlement Awards,
12 attorneys' fees and costs, and Enhancement Award is as set forth in the Implementation Schedule
13 within the Preliminary Approval Order.

14 21. The Court also hereby finds that there were no objections to the Settlement raised
15 by any person on the record at the hearing on the Final Order.

16
17 **IT IS SO ORDERED.**

18 Dated: _____

19 _____
20 JUDGE OF THE SUPERIOR COURT
21
22
23
24
25
26
27
28