

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SONOMA

VALENTE VELASCO JIMENEZ, individually
and on behalf of all others similarly situated,

PLAINTIFF,

v.

PACIFIC STATES INDUSTRIES,
INCORPORATED, a California corporation
d/b/a/ REDWOOD EMPIRE; and DOES 1
through 50, inclusive,

DEFENDANTS.

CASE NO.: SCV-270920

*Assigned for All Purposes to:
Hon. Oscar A. Pardo, Courtroom 19*

**~~[PROPOSED]~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL JUDGMENT**

Complaint Filed: June 1, 2022

Trial Date: None set

1 **[PROPOSED] ORDER AND FINAL JUDGMENT**

2 The Court has reviewed Plaintiff Valente Velasco Jimenez’s unopposed motion for certification
3 of the class and final approval of the class action settlement, as well as the motion for attorney’s fees
4 and class representative enhancements (the “Motions”). The Court, having considered the Class and
5 PAGA Action Settlement Agreement (“Settlement Agreement”) between Plaintiff and Defendant
6 Pacific States Industries, Incorporated d/b/a Redwood Empire (“Defendant” and together with Plaintiff,
7 the “Parties”); having considered Plaintiff’s Motions, the supporting Memorandum of Points and
8 Authorities and Declarations filed therewith; and good cause appearing, **GRANTS** final approval of
9 the Settlement and **HEREBY ORDERS AND ENTERS FINAL JUDGMENT AS FOLLOWS:**

10 1. The Court, for purposes of this Order, adopts all defined terms and conditions as set forth
11 in the Settlement Agreement filed in this case.

12 2. The Court has jurisdiction over the subject matter of this litigation and the Class
13 Representatives, the other members of the Class, and Defendant.

14 3. The Court finds that the dissemination of the Class Notice as disseminated to the Class
15 Members, constituted the best notice practicable under the circumstances to all persons within the
16 definition of the Class, and fully met the requirements of California law and due process under the
17 United States Constitution.

18 4. The Court approves the Settlement of the above-captioned action, as set forth in the
19 Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The Settling
20 Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

21 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties are to
22 bear their own costs and attorneys’ fees.

23 6. The Court hereby certifies the following Class for settlement purposes only: all current
24 and former non-exempt employees who worked at least one shift for Defendant in California at any time
25 from June 1, 2018 through May 17, 2023. The Court approves the class of Aggrieved Employees under
26 the PAGA claims for settlement purposes only as all current and former non-exempt employees who
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1 worked at least one shift for Defendant in California at any time from November 23, 2020 through May
2 17, 2023.

3 7. With respect to the Class and for purposes of approving the settlement only and for no
4 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and
5 so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common
6 to the Class, and there is a well-defined community of interest among members of the Class with respect
7 to the subject matter of the claims in this litigation; (c) the claims of Class Representative is typical of
8 the claims of the members of the Class; (d) the Class Representative has fairly and adequately protected
9 the interests of the members of the Class; (e) a class action is superior to other available methods for an
10 efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, i.e.,
11 Class Counsel, are qualified to serve as counsel for the Plaintiff in his individual and representative
12 capacity and for the Class.

13 8. Defendant shall fund **\$460,000.00** of the total Gross Settlement Fund pursuant to the
14 terms of the Settlement Agreement. This amount includes all costs in ¶ 10 below.

15 9. The Court approves the Individual Settlement Payment amounts, which shall be
16 distributed pursuant to the terms of the Settlement Agreement.

17 10. Defendant shall pay (a) to Class Counsel attorneys' fees in the amount of **\$153,333.31**
18 and reimbursement of litigation costs in the amount of **\$8,539.14**; (b) enhancement payment to the Class
19 Representative Valente Velasco Jimenez in the amount of **\$5,000.00**; (c) the sum of **\$18,750.00** to be
20 paid to the LWDA for PAGA Penalties; and (d) **\$16,250.00** to the Claims Administrator, ILYM Group,
21 Inc., for the costs relating to the claims administration process in this matter. The Court finds that these
22 amounts are fair and reasonable. Defendant is directed to make such payments from the Gross Settlement
23 Amount and in accordance with the terms of the Settlement Agreement.

24 11. The Court will enter final judgment in this case in accordance with the terms of the
25 Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement
26 or judgment, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties,
27 including all Class Members, for purposes of enforcing and interpreting this Order and the Settlement.

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IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: ~~10/03/23~~, ~~2023~~



HONORABLE OSCAR A. PARDO
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

At the time of service, I was over 18 years of age and not a party to this action. My business address is 10880 Wilshire Boulevard, Suite 1101 Los Angeles, California 90024.

On September 27, 2023, I served the following document(s): **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT** on the following person(s):

Defendant PACIFIC STATES INDUSTRIES, INC. d/b/a Redwood Empire

Alka Ramchandani-Raj

araj@littler.com

Nicholas Gioiello

ngioiello@littler.com

Gina Camacho

GCamacho@littler.com

Monica Martinez

MAMartinez@littler.com

LITTLER MENDELSON P.C.

Treat Towers 1255 Treat Boulevard Suite 600

Walnut Creek, California 94597

Telephone: 925.932.2468

Fax No.: 925.946.9809

The documents were served by the following means:

☒ **BY ELECTRONIC TRANSMISSION.** Based on an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above.

☐ **BY OVERNIGHT DELIVERY.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in the attached Proof of Service List. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☐ **BY FAX TRANSMISSION.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax number(s) listed above. No error was reported by the fax machine that I used.

☐ **BY MESSENGER SERVICE.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in the attached Proof of Service List and providing them to a professional messenger service for service.

☐ **BY UNITED STATES MAIL.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in the attached Proof of Service List:

☐ deposited the sealed envelope with the United States Postal Service, with the postage

1 fully prepared.

2 ☐ placed the envelope for collection and mailing, following our ordinary business
3 practices. I am readily familiar with this business's practice for collecting and processing
4 correspondence for mailing. On the same day that correspondence is placed for collection and
5 mailing, it is deposited in the ordinary course of business with the United States Postal Service,
6 in a sealed envelope with postage fully prepaid.

7 I am a resident of and employed in the county where the mailing occurred. The envelope or
8 package was placed in the mail at Los Angeles, California.

9 ☐ **BY PERSONAL SERVICE.** I personally delivered the documents to the persons at the
10 addresses listed in the attached Proof of Service List. (1) For a party represented by an attorney,
11 delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's
12 office, in an envelope or package clearly labeled to identify the attorney being served, with a
13 receptionist or an individual in charge of the office; or (c) if there was no person in the office with
14 whom the notice or papers could be left, by leaving them in a conspicuous place in the office between
15 the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the
16 party or by leaving the documents at the party's residence with some person not younger than 18
17 years of age between the hours of eight in the morning and six in the evening.

18 I declare under penalty of perjury under the laws of the State of California, that the foregoing
19 is true and correct.

20 Executed on September 27, 2023 at Los Angeles, California.

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23 Hengameh S. Safaei
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