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**FILED**  
Superior Court of California  
County of Los Angeles  
**10/10/2024**

David W. Slayton, Executive Officer / Clerk of Court  
By: E. Muñoz Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

OCTAVIO A. FLORES, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

TWIN EAGLES, INC., a California  
corporation; DOMETIC CORPORATION, a  
Delaware corporation; and DOES 1 through  
100,

Defendants.

Case No. 22STCV14710

*[Case assigned for all purposes to the Hon.  
Stuart M. Rice, Dept. 1]*

**AMENDED ~~PROPOSED~~ ORDER  
GRANTING PLAINTIFFS' MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND FINAL  
JUDGMENT**

Date: September 20, 2024

Time: 10:30 a.m.

Dept: 1

Complaint Filed: May 3, 2022

Trial Date: None set

1 **PROPOSED ORDER & JUDGMENT**

2 The Motion of Plaintiffs Octavio A. Flores, Jose Calles, Kelvin Mondragon Contreras,  
3 Israel Garcia, and Elenilson Guido (“Plaintiffs”) for Final Approval of Class Action Settlement,  
4 Class Representative Enhancement Payments, and Attorneys’ Fees and Costs (“Final Approval  
5 Motion”) came on regularly for hearing before this Court on September 20, 2024, at 10:30 a.m.,  
6 pursuant to California Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary  
7 Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the  
8 parties’ Stipulation of Settlement (“Settlement Agreement” or “Settlement”), and the documents  
9 and evidence presented in support thereof, and recognizing the sharply disputed factual and legal  
10 issues involved in this case, the risks of further prosecution, and the substantial benefits to be  
11 received by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling  
12 that the Settlement is fair, reasonable, and adequate, and is the product of good faith, arm’s-length  
13 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS  
14 Plaintiffs’ Final Approval Motion and hereby ORDERS the following:

15 1. Final judgment is hereby entered in conformity with the Settlement Agreement  
16 and this Final Approval Order.

17 2. The conditional class certification is hereby made final, and the Court thus  
18 certifies, for purposes of the Settlement, the following Settlement Class:

19 All current and former non-exempt employees who worked for Defendants  
20 Twin Eagles, Inc. and Dometic Corporation in California from May 3, 2018  
through August 11, 2023 (the “Class Period”).

21 3. Plaintiffs are hereby confirmed as Class Representatives. Paul K. Haines, Sean M.  
22 Blakely, and Alexandra R. McIntosh of Haines Law Group, APC are hereby confirmed as Class  
23 Counsel.

24 4. Notice was provided to Settlement Class members as set forth in the Settlement,  
25 which was approved by the Court on May 6, 2024, and the notice process has been completed in  
26 conformity with the Settlement and the Court’s Preliminary Approval Order. The Court finds that  
27 said notice was the best notice practicable under the circumstances. The Class Notice provided  
28 due and adequate notice of the proceedings and matters set forth therein, informed Settlement

Class members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

5. The Court finds that no Settlement Class member objected to the Settlement, that no Settlement Class member opted out of the Settlement, and that the 100% participation rate in the Settlement supports final approval.

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

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

8. The Court finds that given the absence of objections to the Settlement, this Order shall be considered final as of the date of entry.

9. The Court finds that the Individual Settlement Payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the Individual Settlement Payments in conformity with the terms of the Settlement.

10. The Court orders Defendants Twin Eagles, Inc. and Dometic Corporation (collectively referred to as “Defendants”) to deposit the Gross Settlement Amount of \$550,000.00 with the Settlement Administrator, Phoenix Settlement Administrators, within thirty (30) calendar days of the Effective Date.

11. The Court finds that Class Representative Enhancement Payments of \$7,500.00 to Plaintiff Flores and \$5,000.00 each to Plaintiffs Calles, Contreras, Garcia, and Guido (for a total

of \$27,500.00) are appropriate for Plaintiffs’ risks undertaken and their service to the Settlement Class. The Court finds that these payments are fair, reasonable, and adequate, and orders that the Settlement Administrator make these payments in conformity with the terms of the Settlement.

12. The Court finds that attorneys’ fees in the amount of \$183,333.33 and litigation costs of \$26,615.61 for Class Counsel are fair, reasonable, and adequate in light of the common fund created by the Settlement, and orders that the Settlement Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

13. The Court orders that the Settlement Administrator shall be paid \$10,000.00 from the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be done until the completion of this matter and finds that sum appropriate.

14. The Court finds that the payment to the California Labor & Workforce Development Agency (“LWDA”) in the amount of \$15,000.00 for its share of the settlement of Plaintiffs’ representative claim under the PAGA is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement.

15. The Net Settlement Amount available for distribution to Settlement Class members is \$282,551.06.

16. This Court orders that any settlement checks shall be negotiable for 180 calendar days from the date of issuance of the check, and that any settlement checks that remain uncashed after 180 days after they are mailed shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued.

17. As of the Effective Date and upon Defendants’ complete funding of the Gross Settlement Amount, Plaintiffs and every member of the Settlement Class will fully release and discharge Defendants, and all of their past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the “Released Parties”) as follows: Settlement Class members will release all claims,

1 demands, rights, liabilities and causes of action that were pled in the operative Second Amended  
2 Class and Representative Action Complaint, or could have reasonably been alleged in the Second  
3 Amended Class and Representative Action Complaint (“SAC”) based on the factual allegations  
4 therein, that arose during the Class Period, including: (a) failure to pay all regular wages,  
5 minimum wages and overtime wages due; (b) failure to provide proper meal periods, and to  
6 properly provide premium pay in lieu thereof; (c) failure to provide complete, accurate or properly  
7 formatted wage statements; (d) waiting time penalties; (e) failure to authorize and permit rest  
8 periods, and to properly provide premium pay in lieu thereof; (f) unauthorized deductions from  
9 wages; (g) unfair business practices that could have been premised on the claims, causes of action  
10 or legal theories of relief described above or any of the claims, causes of action or legal theories  
11 of relief pleaded in the SAC; and (h) all damages, penalties, interest and other amounts  
12 recoverable under said claims, causes of action or legal theories of relief (“Class Released  
13 Claims”). The res judicata effect of the Judgment will be the same as that of the Release. The  
14 period of the Class Released Claims shall extend to the limits of the Class Period. In addition, all  
15 Settlement Class members (regardless of whether they opt out) who worked for Defendants at any  
16 time from May 3, 2021 through August 11, 2023 (the “PAGA Period”) are “Aggrieved  
17 Employees” and shall release the Released Parties from all claims for civil penalties that could  
18 have been premised on the facts alleged within the May 3, 2022 exhaustion letter filed with the  
19 Labor and Workforce Development Agency (“LWDA”) by Plaintiff Flores and the claims, causes  
20 of action or legal theories alleged in the SAC (“the PAGA Released Claims”).

21 18. This document shall constitute a final judgment pursuant to California Rule of  
22 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final  
23 approval hearing, the court must make and enter judgment. The judgment must include a provision  
24 for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment.  
25 The court may not enter an order dismissing the action at the same time as, or after, entry of  
26 judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,  
27 and this Judgment.

28 / / /

1           19.     Plaintiffs shall file a Final Disbursement Declaration on or before April 8, 2026.  
2 A Non-Appearance Case Review Re: Filing of Final Disbursement Declaration is set for April 15,  
3 2026 at 9:00 a.m.

4 **IT IS SO ORDERED.**



5  
6 Dated:       October 10     , 2024

Stuart M. Rice / Judge

Honorable Stuart M. Rice  
Judge of the Superior Court