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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 24 2024

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Attorneys for Plaintiffs

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

RAFAEL VELOZ REYES and RAMON
VARGAS, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

v.

THERMO POWER INDUSTRIES, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIV SB 2212220

*[Assigned for all purposes to the
Hon. Joseph Ortiz, Dept. S-17]*

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S
ENHANCEMENT PAYMENT, AND
ATTORNEYS' FEES AND COSTS**

Hearing Date: June 24, 2024
Hearing Time: 1:30 p.m.
Hearing Place: Department S-17

Complaint Filed: July 18, 2022
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on June 24, 2024, pursuant
2 to California Rule of Court 3.769 and this Court's earlier Order Granting Motion for Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the
4 parties' Stipulation of Settlement ("Settlement")¹ and the documents and evidence presented in
5 support thereof, and recognizing the sharply disputed factual and legal issues involved in this
6 case, the risks of further prosecution and the substantial benefits to be received by the Settlement
7 Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed
8 Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length
9 negotiations between the Parties. Good cause appearing therefor, the Court hereby GRANTS
10 Plaintiffs' Motion for Final Approval of Class Action Settlement, Class Representative's Service
11 Payment, and Attorneys' Fees and Costs ("Final Approval Motion") and ORDERS as follows:

12 1. The conditional class certification contained in the Preliminary Approval Order is
13 hereby made final, and the Court thus certifies, for purposes of the Settlement, a Settlement Class
14 consisting of:

15 All non-exempt employees who worked for Defendant at any time
16 during the Class Period ("Class" or "Class Members"). The "Class
17 Period" as referred to herein shall be from July 18, 2018 to July 13,
18 2023.

19 2. Rafael Veloz Reyes and Ramon Vargas are hereby confirmed as Class
20 Representatives, and Daniel J. Brown and Ethan C. Surls of Stansbury Brown Law, PC, and
21 David Lavi and Arie Ebrahimian of E&L, LLP are hereby confirmed as Class Counsel.

22 3. Notice was provided to Class Members as set forth in the Settlement, and the
23 notice process has been completed in conformity with the Preliminary Approval Order. The
24 Court finds that said notice was the best notice practicable under the circumstances. The Class
25 Notice provided due and adequate notice of the proceedings and matters set forth therein,
26 informed Class Members of their rights, and fully satisfied the requirements of California Code
27 of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

28 4. The Court finds that given the absence of objections, and objections being a

¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

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

6. 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 Representative are typical of the claims of the members of the Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of the Members of the Settlement Class; (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 Representative and the Settlement Class.

7. The Court orders that Defendant shall deliver the outstanding Gross Settlement Amount of \$400,000.00² to the Settlement Administrator as provided for in the Settlement as follows: (1) Within 2 Calendar Days of entry of this Order ("Second Installment Payment"): \$200,000.00; (2) Within 6 Months after the Second Installment Payment: ("Third Installment Payment"): \$100,000.00; (3) Within 1 Year of the entry of this Order ("Fourth Installment Payment"): \$100,000.00.

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

9. The Court finds that a Service Payments in the amount of \$5,000.00 each for Plaintiff Rafael Veloz Reyes and Plaintiff Ramon Vargas are appropriate for their risks undertaken and 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

² Defendant issued the First Installment Payment of \$100,000.00 to the Settlement Administrator on or about March 20, 2024 in conformity with the Settlement.

1 conformity with the terms of the Settlement.

2 10. The Court finds that attorneys' fees in the amount of \$166,666.00, and actual
3 litigation costs of \$18,366.38 for Class Counsel, are fair, reasonable, and adequate, and orders
4 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
5 the terms of the Settlement.

6 11. The Court finds that a payment to the Labor & Workforce Development Agency
7 ("LWDA") in the amount of \$7,500.00 for the LWDA's share of civil penalties under the Labor
8 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the
9 Settlement Administrator make this payment in conformity with the terms of the Settlement.

10 12. The Court orders that the Settlement Administrator shall be paid \$6,500.00 from
11 the Gross Settlement Amount for all of its work done and to be done until the completion of this
12 matter, and finds that sum appropriate.

13 13. The Settlement is not an admission by Defendant, nor is this Order a finding of
14 the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the
15 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement,
16 shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of
17 Defendant.

18
19 **IT IS SO ORDERED.**

20 Dated: June 24, 2024

21 
22 Honorable Joseph Ortiz
23 Judge of the Superior Court
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