

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Joel M. Gordon (SBN 280721)
jgordon@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MAY 28 2024

BY: 
Ashley Cassel, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JOSE ESTRADA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TOP-SHELF FIXTURES, LLC, a California
limited liability company; and DOES 1
through 100,

Defendants.

Case No. CIVSB2214983

*[Assigned for all purposes to the Hon.
Jessica Morgan, Courtroom S-26]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: May 28, 2024
Time: 8:30 a.m.
Dept.: S-26

Complaint Filed: July 14, 2022
Trial Date: None Set

1 **[PROPOSED] ORDER & JUDGMENT**

2 The Motion of Plaintiff Jose Estrada ("Plaintiff") for Final Approval of Class Action
3 Settlement, Class Representative Service Award, and Attorneys' Fees and Costs ("Final Approval
4 Motion") came on regularly for hearing before this Court on May 28, 2024, at 8:30 a.m., pursuant
5 to California Rule of Court 3.769 and this Court's earlier Order Granting Preliminary Approval
6 of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties'
7 Stipulation of Settlement ("Settlement Agreement" or "Settlement"), and the documents and
8 evidence presented in support thereof, and recognizing the sharply disputed factual and legal
9 issues involved in this case, the risks of further prosecution, and the substantial benefits to be
10 received by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling
11 that the Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length
12 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS
13 Plaintiff's Final Approval Motion and hereby ORDERS the following:

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

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

18 All current and former non-exempt employees employed by Defendant Top-
19 Shelf Fixtures, LLC in the State of California at any time from July 14, 2018
through December 18, 2023 (the "Class Period").

20 3. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines and Sean M.
21 Blakely of Haines Law Group, APC are hereby confirmed as Class Counsel.

22 4. On January 25, 2024, notice was provided to Settlement Class members as set forth
23 in the Settlement, which was approved by the Court on December 18, 2023, and the notice process
24 has been completed in conformity with the Settlement and the Court's Preliminary Approval
25 Order. The Court finds that said notice was the best notice practicable under the circumstances.
26 The Class Notice provided due and adequate notice of the proceedings and matters set forth
27 therein, informed Settlement Class members of their rights, and fully satisfied the requirements
28 of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

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

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

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

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

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

21 10. The Court orders Defendant Top-Shelf Fixtures, LLC ("Defendant") to deposit the
22 Gross Settlement Amount of \$595,000.00 with the Settlement Administrator, ILYM Group, Inc.,
23 within thirty (30) calendar days of the Effective Date, in accordance with the terms of the
24 Settlement Agreement.

25 11. The Court finds that a Service Award in the amount of \$10,000.00 to the Plaintiff
26 is appropriate for Plaintiff's risks undertaken and his service to the Settlement Class. The Court
27 finds that this payment is fair, reasonable, and adequate, and orders that the Settlement
28 Administrator make this payment in conformity with the terms of the Settlement.

1 12. The Court finds that attorneys' fees in the amount of \$198,333.33 and litigation
2 costs of \$13,118.20 for Class Counsel are fair, reasonable, and adequate in light of the common
3 fund created by the Settlement, and orders that the Settlement Administrator distribute these
4 payments to Class Counsel in conformity with the terms of the Settlement.

5 13. The Court orders that the Settlement Administrator shall be paid \$6,950.00 from
6 the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work
7 done and to be done until the completion of this matter and finds that sum appropriate.

8 14. The Court finds that the payment to the California Labor & Workforce
9 Development Agency ("LWDA") in the amount of \$30,000.00 for its share of the settlement of
10 Plaintiff's representative claim under the PAGA is fair, reasonable, and adequate, and orders the
11 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
12 of the Settlement.

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

18 16. Upon the Effective Date and Defendant's complete funding of the Gross
19 Settlement Amount, Plaintiff and Settlement Class members on behalf of themselves and their
20 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
21 and assigns, will release and discharge Top-Shelf and all of its past and present officers, directors,
22 shareholders, managers, direct and/or indirect owners, members, parents, trustees, fiduciaries,
23 beneficiaries, subrogees, executors, partners, joint employers, joint venturers, clients, vendors,
24 employees, predecessors, successors, assigns, affiliates, brother and sister corporations, agents,
25 principals, heirs, representatives, attorneys, insurers, accountants, administrators, auditors,
26 consultants, divisions, related companies, related entities, and all of their respective successors
27 and predecessors in interest, subsidiaries, affiliates, parents and attorneys, and any individual or
28 entity which could be liable for any of the Class Released Claims and/or PAGA Released Claims

(collectively the “Released Parties”) from all claims, demands, rights, liabilities and causes of action that were pled in the First Amended Class and Representative Action Complaint and the PAGA Notice that arose during the Class Period, including claims for: (a) minimum wage violations; (b) failure to pay all overtime wages; (c) failure to provide all meal periods in accordance with California law; (d) failure to authorize and permit all rest periods in accordance with California law; (e) failure to furnish accurate and itemized wage statements; (f) failure to pay all wages owed upon separation of employment; (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the First Amended Class and Representative Action Complaint; and (h) all damages, penalties, interest, costs (including attorney’s fees), and other amounts recoverable under said claims or causes of action as to the facts and/or legal theories alleged or which could have been alleged in the First Amended Class and Representative Action Complaint or PAGA Notice (collectively, the “Class Released Claims”). The period of the Class Released Claims shall extend to the limits of the Class Period. In addition, all Settlement Class members (regardless of whether they opt out) who worked for Defendant at any time from July 14, 2021 through December 18, 2023 (the “PAGA Period”) are deemed “Aggrieved Employees” and shall release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as alleged, or reasonably could have been alleged, in Plaintiff’s July 14, 2022 Notification Letter to the Labor and Workforce Development Agency (“LWDA”), including: (a) minimum wage violations; (b) failure to pay all overtime wages; (c) failure to provide all meal periods in accordance with California law; (d) failure to authorize and permit all rest periods in accordance with California law; (e) failure to furnish accurate and itemized wage statements; (f) failure to pay all wages owed upon separation of employment; and (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the FAC; and (h) all damages, penalties, interest, costs (including attorney’s fees), and other amounts recoverable under said claims or causes of action as to the facts and/or legal theories alleged or which could have been alleged in the FAC or PAGA Notice

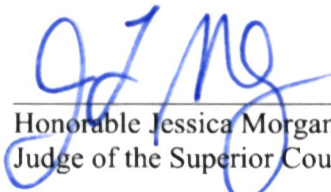
1 (“the PAGA Released Claims.”)

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

9 18. Plaintiff shall file a Final Disbursement Declaration on or before May 18, 2025. A
10 Non-Appearance Case Review Re: Filing of Final Disbursement Declaration is set for
11 May 28, 2025 at 8:30 AM.

12 **IT IS SO ORDERED.**

13
14 Dated: 5/28, 2024

15 
16 Honorable Jessica Morgan
17 Judge of the Superior Court
18
19
20
21
22
23
24
25
26
27
28