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13 and on behalf of all others similarly situated

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF ORANGE**

16 SABRINA AGUILAR, individually and on
17 behalf of all others similarly situated,

18 Plaintiffs,

19 v.

20 VISTA PAINT CORPORATION; and
21 DOES 1 through 20, inclusive,

22 Defendants.

Case No. 30-2022-01291751-CU-OE-CXC

Assigned for All Purposes to:

Judge Layne H. Melzer

Dept. CX102

23 **NOTICE OF ORDER AND JUDGMENT**
24 **GRANTING FINAL APPROVAL OF CLASS**
25 **AND REPRESENTATIVE ACTION**
26 **SETTLEMENT AND ENTERING FINAL**
27 **JUDGEMENT**

1 **TO THE PARTIES HEREIN AND TO THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** following the Court's ruling granting Plaintiff's
3 Motion for Preliminary Approval of Class and Representative Action Settlement, the Court on
4 June 18, 2026, entered and signed its Order and Judgement Granting Final Approval of Class
5 and Representative Action Settlement and Entering Final Judgement. The Court also confirmed
6 that a Final Accounting Hearing will remain set for June 3, 2027 at 2:00 P.M. in Department
7 CX-102 of the above-entitled Court. A Final Accounting report from the Settlement
8 Administrator shall be filed by Plaintiff and Class Counsel at least 16 Court days in advance of
9 the Final Accounting Hearing. A true and correct copy of the Court's June 18, 2026 signed
10 Order and Judgement Granting Final Approval of Class and Representative Action Settlement
11 and Entering Final Judgement is attached hereto as **Exhibit A**.

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13 Dated: September 5, 2025

AEGIS LAW FIRM, PC

14 By: Alexander G.L. Davies
15 Alexander G.L. Davies
16 Attorneys for Plaintiff Sabrina Aguilar
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EXHIBIT A

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

SABRINA AGUILAR, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

VISTA PAINT CORPORATION; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 30-2022-01291751-CU-OE-CXC

*Assigned for All Purposes to:
Judge Layne H. Melzer
Dept. CX-102*

**~~[SECOND AMENDED PROPOSED]~~ ORDER
AND JUDGMENT GRANTING FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT
AND ENTERING JUDGEMENT**

Date: June 4, 2026
Time: 2:00 p.m.
Dept: CX-102

This matter came on for hearing on June 4, 2026, at 2:00 p.m., in Department CX-102 of the above-captioned Court on the Motion for Final Approval of Class and Representative Action Settlement pursuant to California Rule of Court 3.769, this Court's November 4, 2025 Order Granting Preliminary Approval of the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), a true and correct copy of which is attached as **Exhibit 1** to the Declaration of Alexaander G.L. Davies ISO Motion for Final Approval ("Davies Decl.") that

was filed in conjunction with the Plaintiff's Motion for Final Approval of Class and Representative Action Settlement. *See*, Register of Actions ("ROA") No. 173.

Having received and considered the Settlement Agreement, the Amendment to Class Action and PAGA Settlement Agreement (*See*, Davies Decl. [ROA No. 173], at **Exhibit 2**), the supporting papers filed by the Parties, and the evidence and argument received by the Court in conjunction with the unopposed Motion for Preliminary Approval of Class and Representative Action Settlement and the instant Motion for Final Approval, the Court grants final approval of the Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:**

1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to each Class Member by first-class mail. These papers informed the Class of the terms of the Settlement, their right to receive an Individual Settlement Payment, their right (a) to comment on or object to the Settlement, (b) to request exclusion from the Settlement and pursue their own remedies, and (c) of their right to appear in person or by counsel at the final approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures. No member of the Class filed written objection to the proposed Settlement as part of this notice process or stated an intention to appear at the final approval hearing.

2. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of the Class. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

3. With respect to the Class and for purposes of approving this Settlement only, this Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a well-defined community of interest among members of the Class with respect to the subject matter of the Action; (c) the claims of Class Representative are typical of

the claims of the members of the Class; (d) the Class Representative has fairly and adequately protected the interests of the members of the Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their individual and representative capacities for the Class.

4. The Court has certified a “Class,” as that term is defined in and by the terms of the Settlement Agreement as all non-exempt employees employed by Defendant in California at any time during the Class Period of June 19, 2019 to September 1, 2023, and the Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

5. The Court has also approved the “Aggrieved Employee” group, as that term is defined in and by the terms of the Settlement Agreement as all non-exempt employees employed by Defendant in California at any time during the PAGA Period of June 19, 2020 to September 1, 2023.

6. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

7. The Court hereby confirms Plaintiff Sabrina Aguilar (“Plaintiff”) as the Class Representatives in this Action.

8. The Court finds and determines that the terms set forth in the Settlement Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms, having found that the Settlement was reached as a result of informed and non-collusive arm’s-length negotiations facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive investigation and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that the Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of the Settlement and recognizes the significant value accorded to the Class.

9. The Court further finds and determines that the terms of the Settlement are fair, reasonable and adequate to the Class, to each Participating Class Member, and to the Aggrieved

Employees, and that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

10. The Court hereby approves the Gross Settlement Amount of \$1,400,000.00.

11. Upon satisfaction of all obligations under the Settlement, Participating Class members will have released the Released Parties from all Released Claims, as that term is defined in the Settlement, for the duration of the Class Period, and all Aggrieved Employees will have released the Released Parties from all Released PAGA claims, as that term is defined in the Settlement.

12. The Court finds and determines that the Individual Settlement Payments to be paid to Participating Class Members as provided for by the Settlement are fair and reasonable. The Court hereby gives final approval to and orders the payment of those amounts be made to the Participating Class Members in accordance with the Settlement Agreement.

13. The Court finds and determines that the total of \$40,000.00 allocated to the settlement of claims for violations of PAGA, and payment to the California Labor and Workforce Development Agency of \$30,000.00 as its share of the settlement of civil penalties in this case pursuant to PAGA is fair, reasonable, and appropriate. The Court also finds and determines that payment to the Aggrieved Employees in the amount of \$10,000.00 as their share of the settlement of civil penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that the payment of these amounts be paid in accordance with the Settlement Agreement.

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14. The Court finds and determines that the fees and expenses in administering the Settlement incurred by Phoenix Settlement Administrators in the amount of \$11,000.00, are fair and reasonable. The Court hereby gives final approval to and orders that the payment of that amount in accordance with the Settlement.

15. The Court finds and determines the Class Representative Service Payment of \$5,000.00 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to

make this payment to the Plaintiff/Class Representative in accordance with the terms of the Settlement Agreement.

16. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of \$420,000.00 and litigation costs of \$27,866.80. The Court finds such amounts to be fair and reasonable. The Court hereby orders the Settlement Administrator to make these payments in accordance with the terms of the Settlement Agreement.

17. Nothing in this order shall preclude any action to enforce the Parties' obligations under the Settlement or under this order, including the requirement that Defendants make payment to the Participating Class Members in accordance with the Settlement.

18. This Judgment is intended to be a final disposition in its entirety of the above captioned action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of the Settlement pursuant to C.C.P. § 664.6.

19. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation costs.

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20. The Court sets a Hearing Re: Distribution of Settlement Funds for June 3, 2027, at 2:00 p.m in Department CX-102 of the above-entitled Court. Class Counsel are ordered to file a Final Report Re: Distribution of the Settlement Funds by the Administrator sixteen court days prior.

DATED: **June 18, 2026** _____



Honorable Layne H. Melzer
JUDGE OF THE SUPERIOR COURT

CERTIFICATE OF SERVICE

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

On June 25, 2026, I served the foregoing document entitled:

• **NOTICE OF ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND ENTERING FINAL JUDGEMENT**

on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true copy thereof on the party(ies) addressed below as follows:

Rachelle Singer Yareli Cervantes 2020 E. Orangethorpe Ave., Suite 210 Fullerton CA 92831	rsinger@smithsilbar.com ycervantes@vistapaint.com Attorneys for Defendant: VISTA PAINT CORPORATION
DIR PAGA Unit on behalf of Labor and Workforce Development Agency Via online submission at:	https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed. R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business practice of Aegis Law Firm PC for collection and processing correspondence for overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal Code Civ. Proc.* § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via electronic transmission via the above listed email addresses on the date below. (*Cal. Code Civ. Proc.* § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.* 5(b)(2)(A).)

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

Executed on June 25, 2026, at Irvine, California.


Austin Paez