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ALBERTO SERNA and
CARLOS CRUZ-PADILLA

FILED: 6/5/2025
San Luis Obispo Superior Court
By: Simms, Chelsie

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN LUIS OBISPO

ALBERTO SERNA, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

GUADALUPE COOLING COMPANY, INC.,
a California Corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 20CV-0692

*Assigned for All Purposes to: Hon. Craig Van
Rooyen, Dept. 2*

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

Hearing Date: May 29, 2025

Hearing Time: 9:00 a.m.

Dept.: 2

Complaint Filed: December 31, 2020

Trial Date: None Set

~~PROPOSED~~ ORDER

Plaintiffs Alberto Serna and Carlos Cruz-Padilla's ("Plaintiffs") Motion for Final Approval of Class Action and PAGA Settlement came regularly for hearing before this Court on May 29, 2025, pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"). Having considered the parties' Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement"), and the documents and evidence presented in support thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the risks of further prosecution, and the substantial benefits to be received by the Class Members pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's length negotiations between the parties. Good cause appearing therefore, the Court hereby GRANTS Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement and **HEREBY ORDERS THE FOLLOWING:**

1. Final judgment is hereby entered in conformity with the Settlement and this Court's Preliminary Approval Order. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The conditional class certification contained in the Preliminary Approval Order is hereby made final, and the Court thus certifies, for purposes of the Settlement, a Class defined as:

All current and former hourly-paid and non-exempt employees who worked for Defendant Guadalupe Cooling Company, Inc. ("Defendant") within the State of California at any time from December 31, 2016 to May 21, 2024.

3. Plaintiffs Alberto Serna and Carlos Cruz-Padilla are hereby confirmed as the Class Representative, and Cody Payne and Kim Nguyen of Payne Nguyen, LLP are hereby confirmed as Class Counsel.

4. Notice was provided to Class Members as set forth in the Settlement Agreement, which was approved by the Court on January 28, 2025, and the notice process has been

completed in conformity with the Court's Order. The Court finds that said notice was the best notice practicable under the circumstances. The Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") provided due and adequate notice of the proceedings and of the matters set forth therein, informed Class Members of their rights, and fully satisfied the requirements of California Code of Civil Procedure section 1781(e), California Rule of Court 3.769, and due process.

5. The Court hereby finds the Settlement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have satisfied the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

6. The Court hereby approves the settlement set forth in the Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified as a class for settlement purposes only.

7. Upon the full funding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and all Participating Class Members shall release Defendant and any and all of its former and present officers, owners, directors, shareholders, members, partners, principals, consultants, managers, agents,

1 employees, contractors, representatives, insurers, accountants, attorneys, payroll companies,
2 spouses, heirs, related entities, subsidiaries, parents, assigns, successors, and predecessors
3 (collectively the “Released Parties”) from all claims, causes of action, rights, demands, penalties,
4 costs, and attorneys’ fees arising during the Class Period under state, federal, or local law that
5 were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
6 Complaint and/or ascertained in the course of the Action (“the Class Released Claims”).

7 8. Additionally, upon the full funding of the Gross Settlement Amount and all
8 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs
9 and all Aggrieved Employees, along with the State of California, shall release the Released
10 Parties from civil penalties under PAGA arising during the PAGA Period that were alleged, or
11 reasonably could have been alleged, based on the facts stated in the Operative Complaint, the
12 PAGA Notice, and/or ascertained in the course of the Action (“the PAGA Released Claims”).

13 9. Upon the full funding of the Gross Settlement Amount and all employer payroll
14 taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs Alberto Serna and
15 Carlos Cruz-Padilla, for themselves only, also generally release and discharge the Released
16 Parties from all claims, complaints, costs, damages, demands, expenses, and liabilities of any
17 nature and under any legal theory of liability whatsoever, arising from or relating to any
18 transactions or occurrences that occurred during the Class Period. Specifically, each Plaintiff
19 waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

20 A general release does not extend to claims that the creditor or releasing party
21 does not know or suspect to exist in his or her favor at the time of executing the
22 release, and that if known by him or her would have materially affected his or her
23 settlement with the debtor or Released Party.

24 This release specifically excludes claims for vested benefits, unemployment benefits,
25 disability benefits, social security benefits, and workers’ compensation benefits that arose at any
26 time, or based on occurrences outside the Class Period.

27 10. The Court finds that only one (1) Class Member opted out of the Class and is
28 therefore excluded from this settlement and the release of the Class Released Claims. The Court

1 further finds that the participation rate of 99.75% of the Class in the Settlement supports final
2 approval.

3 11. The Court finds that there have been no objections to the Settlement.

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

7 13. The Court orders that Defendant shall fully fund the Settlement pursuant to the
8 terms of the Agreement. Defendant shall fully fund the Settlement and its share of payroll taxes
9 no later than fourteen (14) days after the Effective Date.

10 14. The Court finds that the Class Representative Service Payments, as provided for
11 in the Settlement, are fair, reasonable, and adequate, and approves and orders the payment of
12 \$7,500.00 each to Plaintiff Alberto Serna and Plaintiff Carlos Cruz-Padilla in accordance with
13 the terms of the Settlement.

14 15. The Court finds that attorneys' fees in the amount of \$150,000 and litigation costs
15 of \$16,258.08 for Class Counsel are fair, reasonable, and adequate and orders that the
16 Administrator distribute these payments to Class Counsel in accordance with the terms of the
17 Settlement.

18 16. The Court orders payment in the amount of \$11,250 (75% of \$15,000) from the
19 Gross Settlement Amount for PAGA penalties, shall be made payable to the California Labor
20 Workforce Development Agency; and the remaining \$3,750 (25% of \$15,000) shall be
21 distributed to the Aggrieved Employees as set forth in the Settlement Agreement.

22 17. The Court orders that the Administrator be paid \$10,000 from the Gross
23 Settlement Amount for all of its work done and to be done until the completion of this matter and
24 finds that sum appropriate.

25 18. The Court hereby approves and orders payment of individual settlement payments
26 from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set
27 forth in the Agreement.

1 19. The Court also hereby approves and orders that any checks distributed from the
2 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
3 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
4 California State Controller's Office and held in trust for such Participating Class Members and
5 Aggrieved Employees pursuant to California Unclaimed Property Law, Civil Code § 1500 *et seq.*

6 20. Provided the Settlement becomes effective under the terms of the Agreement, the
7 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
8 payments, attorneys' fees and costs, and Class Representative Service Payments is as set forth in
9 the Agreement.

10 21. Neither the Settlement nor any of the terms set forth in the Settlement is an
11 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
12 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
13 Released Parties. Neither this Final Order, the Settlement, nor any document referred to herein,
14 nor any action taken to carry out the Settlement is, may be construed as, or may be used as, an
15 admission by or against Defendant, or any of the other Released Parties, of any fault,
16 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
17 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
18 be evidence of, an admission or concession with regard to the denials or defenses by Defendant,
19 or any of the other Released Parties, and shall not be offered in evidence in any action or
20 proceeding in any court, administrative agency or other tribunal for any purpose whatsoever
21 other than to enforce the provisions of this Final Order, the Agreement, the Class Released
22 Claims, or any related agreement or release. Notwithstanding these restrictions, any of the
23 Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the
24 Agreement, and any other papers and records on file in the Action as evidence of the Settlement
25 to support a defense of *res judicata*, *collateral estoppel*, release, or other theory of claim or issue
26 preclusion or similar defense as to the Class Released Claims.

27 22. Without affecting the finality of this Judgment, the Court shall retain continuing
28 jurisdiction over this action and the parties, including all Class Members, and over all matters

pertaining to the implementation and enforcement of the terms of the Settlement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Settlement shall be presented to the Court for resolution.

October 15, 2025

23. The Court sets a compliance hearing for _____ at 9:00 a.m. The Court directs Class Counsel to file a compliance statement at least five (5) court days before the compliance hearing date.

IT IS SO ORDERED.

DATED: 6/5/2025

By: Craig Vio Reay

HON. CRAIG VAN ROOYEN
JUDGE OF THE SUPERIOR COURT