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Superior Court of California,
County of Solano

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By: N. Washington, Deputy Clerk

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Clerk of the Superior Court

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SOLANO-OLD SOLANO COURTHOUSE

ROBERTO LORENZO CRUZ, individually and
on behalf of all others similarly situated,

PLAINTIFF,

v.

PROSET, INC. d/b/a PROSET MODULAR; and
DOES 1 through 50, inclusive,

DEFENDANTS.

CASE NO.: FCS059306

tim p. kam
*Assigned for all purposes to the Hon. E. Bradley
Nelson; Dept. 4*

tlc
**[PROPOSED] ORDER GRANTING FINAL
APPROVAL AND JUDGMENT**

FAC Filed: November 15, 2022
Trial Date: Not set

File by Fax

1 **[PROPOSED] ORDER GRANTING FINAL APPROVAL AND JUDGMENT**

2 The Court has reviewed Plaintiff Roberto Lorenzo Cruz's unopposed Motion for Final Approval
3 of Class and PAGA Action Settlement ("Motion"). The Court, having considered the Class and PAGA
4 Action Settlement Agreement ("Settlement Agreement" or "Settlement") between Plaintiff and
5 Defendant Proset Inc. d/b/a Proset Modular ("Defendant" and together with Plaintiff, the "Parties");
6 having considered Plaintiff's Motion, the supporting Memorandum of Points and Authorities and
7 Declarations filed therewith; having granted preliminary approval of the Settlement and conditional
8 certification of the Class for settlement purposes only; with due and adequate notice having been given
9 to all Class Members as required in the Preliminary Approval Order, and good cause appearing, it is
10 hereby **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

11 1. This Court has jurisdiction over the subject matter of this action, the Parties, and the
12 Class.

13 2. The Motion for Final Approval is **GRANTED**. The Court grants final approval of the
14 Settlement upon the terms and conditions set forth in the Settlement Agreement, including the definition
15 of the class and class period stated below. The Court finds the Settlement terms are fair, reasonable,
16 and adequate, pursuant to section 382 of the California Code of Civil Procedure. For the reasons set
17 forth in the Preliminary Approval Order, and in the proceedings of the Final Approval hearing, which
18 are adopted and incorporated herein by reference, the Court further finds that Plaintiff has satisfied the
19 standards and applicable requirements for final approval under applicable law, including the provisions
20 of Code of Civil Procedure section 382.

21 3. The Court certifies the following Class for the purpose of the Settlement only: all current
22 and former non-exempt employees who worked at least one shift for Defendant in California facility at
23 any time from November 15, 2018 through October 12, 2023 (the "Class" or "Class Members").

24 4. The Court approves the group of aggrieved employees under the Private Attorneys
25 General Act of 2004 ("PAGA") claims as all current and former non-exempt employees who worked at
26 least one shift for Defendant in California at any time from November 3, 2021 through October 12, 2023
27 (the "PAGA Group Members").
28

1 5. The Court appoints Hengameh S. Safaei and Rana Nader of Proxy Law Firm LLP as
2 Class Counsel. The Court appoints Plaintiff Roberto Lorenzo Cruz as the Class Representative.

3 6. The Court appoints ILYM Group, Inc., as the Settlement Administrator and concludes
4 the Settlement Administrator took all reasonable and necessary steps to locate and notify each Class
5 Member of the Agreement, as required in the Preliminary Approval Order. The notice given to the Class
6 fully and accurately informed the Class of all material elements of the Settlement Agreement and their
7 opportunity to object or comment thereon; was the best notice practicable under the circumstances; was
8 valid, due and sufficient notice to all Class Members; and complied fully with applicable law. The notice
9 fairly and adequately described the Settlement and provided Class Members adequate instructions and
10 a variety of means to obtain additional information. A full opportunity has been afforded to Class
11 Members to participate in this hearing. Accordingly, the Court determines that all Class Members who
12 did not timely and properly request exclusion are bound by this Judgment.

13 7. The Court hereby finds that there have been zero objections to the Settlement and zero
14 requests for exclusion. The deadline for Class Members to object to the Settlement or submit a request
15 for exclusion was January 12, 2024. The Court also finds there were no objections at the hearing on final
16 approval.

17 8. Upon the funding of the Gross Settlement Amount, all Class Members shall fully release
18 and discharge Defendant Proset Inc. d/b/a Proset Modular and each of its former and present directors,
19 officers, partners, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
20 subsidiaries, affiliates and parents (the "Released Parties") from all claims that were alleged, or
21 reasonably could have been alleged, based on the facts stated in the operative First Amended Complaint
22 and PAGA Notice, including claims for unpaid minimum wages; failure to pay overtime; failure to
23 provide meal premiums and/or unpaid meal period premiums; failure to authorize and permit rest breaks
24 and/or unpaid rest break premiums; failure to timely pay final wages; failure to provide complete wage
25 statements; civil penalties under PAGA; failure to timely pay wages; and based on violations of Labor
26 Code sections 201, 202, 203, 204, 218.6, 222, 226, 226.3, 226.7, 227.3, 510, 512, 516, 558, 1174,
27 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, applicable sections of the relevant Industrial Welfare
28 Commission Wage Order(s), or Business and Professions Code section 17200, et seq., which are

1 premised on the same allegations, and applicable Cal. Code Regs. (the "Released Class Claims") that
2 arose from November 15, 2018 through October 12, 2023 (the "Class Period").

3 9. The Court finds that Class Members who did not timely exclude themselves from the
4 Settlement will be deemed to have released the Released Parties from the Released Claims, as set forth
5 in the Settlement Agreement. Class Members who did not timely object to the Settlement are barred
6 from prosecuting or pursuing any appeal of this Order Granting Final Approval.

7 10. The Court finds the settlement payments provided for under the Settlement to be fair and
8 reasonable in light of all of the circumstances. The Court orders the calculations and the payments to be
9 made and administered in accordance with the terms of the Settlement.

10 11. The Court directs Defendant to fund the non-reversionary settlement amount of
11 \$167,500.00 (the "Gross Settlement Amount") in accordance with the terms of the Settlement
12 Agreement. The Gross Settlement Amount shall provide for class members individual settlement
13 payments, the class representative service payment for Plaintiff, Class Counsel's attorney fees and costs,
14 the Settlement Administrator's fees and expenses, and penalties to the California Labor and Workforce
15 Development Agency and PAGA Group Members pursuant to Labor Code section 2698 *et seq.*

16 12. Defendant shall fund and the Settlement Administrator shall distribute the Gross
17 Settlement Amount in accordance with the terms of the Settlement Agreement.

18 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
19 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of
20 \$55,833.33 (one-third of the Gross Settlement Amount) and attorneys' costs in the amount of \$14,518.28
21 from the Gross Settlement Amount as final payment for and complete satisfaction of any and all
22 attorneys' fees and costs incurred by and/or owed to Class Counsel. The Court further orders that the
23 award of attorneys' fees and costs set forth in this paragraph shall be administered pursuant to the terms
24 of the Settlement Agreement.

25 14. The Court hereby approves and orders the payment of a service award in the amount of
26 \$5,000 to Plaintiff from the Gross Settlement Amount.

27 15. The Court hereby approves and orders payment in the amount of \$18,000.00 for PAGA
28 Penalties (75% of which shall be distributed to the LWDA and 25% to PAGA Group Members).

1 16. The Court hereby approves and orders payment from the Gross Settlement Amount for
2 actual settlement administration expenses incurred by the Settlement Administrator, ILYM Group, Inc.,
3 in the amount of \$6,750.00.

4 17. The Court hereby approves and orders payment of individual settlement payments from
5 the Net Settlement Amount to the Settlement Class Members, as set forth in the Settlement Agreement.

6 18. The Court hereby approves and orders that any checks distributed from the Gross
7 Settlement Amount yet remaining un-cashed one hundred and eighty (180) calendar days after being
8 issued shall be void. Following expiration of the check cashing period, the Settlement Administrator
9 will remit these funds to the California State Controller's Office Unclaimed Property Fund in the name
10 of the Participating Class Member who did not negotiate his or her check.

11 19. Provided the Settlement becomes effective under the terms of the Agreement, the Court
12 hereby orders that the deadline for the funding of the Settlement and the mailing the Court-approved
13 payments from the Gross Settlement Amount as set forth in the Settlement Agreement.

14 20. Without affecting the finality of this Judgment, the Court shall retain continuing
15 jurisdiction over this action and the Parties, including all Class Members, and over all matters pertaining
16 to the implementation and enforcement of the terms of the Settlement Agreement pursuant to California
17 Rule of Court 3.769(h) and California Code of Civil Procedure § 664.6. Except as provided herein, any
18 disputes or controversies arising with or with respect to the interpretation, enforcement, or
19 implementation of the Agreement shall be presented to the Court for resolution.

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1 21. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
2 purposes of implementing the terms of the Settlement, such as requiring the filing of a final report on
3 distributions made to the Class Members, enforcing the Settlement Agreement, addressing settlement
4 administration matters, and addressing such post-judgment matters as may be appropriate under court
5 rules or applicable law.

6 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY**

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8 DATED: 3/12/2024



Tim P. Kam

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10 HONORABLE HON. E. BRADLEY NELSON
11 JUDGE OF THE SUPERIOR COURT

Tim P. Kam

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PROOF OF SERVICE

At the time of service, I was over 18 years of age and not a party to this action. My business address is 10880 Wilshire Boulevard, Suite 1101, Los Angeles, California 90024.

On February 8, 2024, I served the following document(s): [PROPOSED] ORDER GRANTING FINAL APPROVAL AND JUDGMENT on the following person or persons:

Defendant PROSET, INC. d/b/a PROSET MODULAR

WOLFE & WYMAN LLP

Catherine T. Phan, Esq.

JoDee Carroll

Email: pegarrell@ww.law

Email: ctphan@ww.law

Email: lheathcoat@ww.law

Email: jcarroll@ww.law

GARRELL COHON KENNEDY LLP

Peter E. Garrell, Esq.

Lisa Heathcoat

550 South Hope Street, 24th Floor

Los Angeles, CA 90071

Telephone: (213) 647-0730

Facsimile: (213) 647-0732

Email: pgarrell@gckllp.com

Email: lheathcoat@gckllp.com

The documents were served by the following means:

☒ **BY ELECTRONIC TRANSMISSION.** Based on an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above.

☐ **BY OVERNIGHT DELIVERY.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in the attached Proof of Service List. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☐ **BY FAX TRANSMISSION.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax number(s) listed above. No error was reported by the fax machine that I used.

☐ **BY MESSENGER SERVICE.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in the attached Proof of Service List and providing them to a professional messenger service for service.

☐ **BY UNITED STATES MAIL.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in the attached Proof of Service List:

1 ☐ deposited the sealed envelope with the United States Postal Service, with the postage
2 fully prepared.

3 ☐ placed the envelope for collection and mailing, following our ordinary business
4 practices. I am readily familiar with this business's practice for collecting and processing
5 correspondence for mailing. On the same day that correspondence is placed for collection and
6 mailing, it is deposited in the ordinary course of business with the United States Postal Service,
7 in a sealed envelope with postage fully prepaid.

8 I am a resident of and employed in the county where the mailing occurred. The envelope or
9 package was placed in the mail at Los Angeles, California.

10 ☐ **BY PERSONAL SERVICE.** I personally delivered the documents to the persons at the
11 addresses listed in the attached Proof of Service List. (1) For a party represented by an attorney,
12 delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's
13 office, in an envelope or package clearly labeled to identify the attorney being served, with a
14 receptionist or an individual in charge of the office; or (c) if there was no person in the office with
15 whom the notice or papers could be left, by leaving them in a conspicuous place in the office between
16 the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the
17 party or by leaving the documents at the party's residence with some person not younger than 18
18 years of age between the hours of eight in the morning and six in the evening.

19 I declare under penalty of perjury under the laws of the State of California, that the foregoing
20 is true and correct to the best of my knowledge.

21 Executed on February 8, 2024, at Los Angeles, California.

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23 _____
24 Hengameh S. Safaei
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