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SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE, CIVIL COMPLEX CENTER

JORGE LUIS ESTRADA, et al., Plaintiffs on) behalf of themselves and all employees) similarly situated,) Plaintiffs,) vs.) ROYALTY CARPET MILLS, INC.,) Defendant.)	Case No.: 30-2013-00692890-CU-OE-CXC CLASS ACTION Assigned for all purposes to: Hon. William D. Claster, Dept. CX 101 [<i>PROPOSED</i>] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, ATTORNEYS' FEES, COSTS, AND SERVICE PAYMENTS, AND ENTERING JUDGMENT Date: 4/3/2026 Time: 9:00 a.m. Dept: CX101 Action Filed: 12/13/2013 SAC Filed: 10/22/2014 TAC Filed: 11/17/2016
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The Motion for Final Approval of Class Action and PAGA Settlement and Motion for Attorneys' Fees, Litigation Costs, and Service Payments came on regularly for hearing on April 3, 2026, in Department CX101 of the above-entitled Court, the Honorable William D. Claster presiding.

1 The Court, having considered Plaintiffs' Motion for Final Approval of Class Action and
2 PAGA Settlement and Motion for Attorneys' Fees, Litigation Costs, and Service Payments, the
3 Declaration of Rudy Ginez, the Declaration of Makenna Snow on behalf of ILYM Group, Inc.,
4 the Declaration of Kenneth L. Creal, CPA, the Declaration of Clifton E. Smith, the Class Action
5 and PAGA Settlement Agreement and Amendment thereto (collectively, the "Settlement
6 Agreement"), the papers and pleadings on file in this action, and any argument presented at the
7 hearing, hereby **ORDERS, ADJUDGES, AND DECREES** as follows:

9 **1. Jurisdiction.** The Court has jurisdiction over the subject matter of this action and
10 over the Parties, including all Settlement Class Members and Aggrieved Employees.

11 **2. Final Approval of Settlement.** The Court finds that the Class Action and PAGA
12 Settlement, as amended, is fair, reasonable, and adequate, and is the result of arm's-length
13 negotiations after extensive litigation. The Settlement was reached after extensive litigation,
14 including trial and appellate proceedings, and reflects the informed judgment of experienced
15 counsel. The Settlement is therefore finally approved pursuant to California Rules of Court, rule
16 3.769. The Court previously granted preliminary approval of the Settlement and approved the
17 form and manner of notice to the Settlement Class.

19 **3. Settlement Class.** For purposes of settlement, the Court reaffirms certification of
20 the following Settlement Class:

- 22 • All persons employed by Royalty Carpet Mills, Inc. in California as hourly-paid or non-
23 exempt employees who worked at Royalty's Dyer, Derian, and/or Porterville carpet
24 manufacturing facilities during the respective Class Periods, excluding those individuals
25 defined as "Excluded Individuals."
- 26 • "Excluded Individuals" means former Dyer and Derian employees who previously
27 entered into settlement and release agreements, are not subject to new releases under this
28 Settlement Agreement, and will not share in the Gross Settlement Amount.

- “Class Period” means the period from October 22, 2010, through June 14, 2017, for the Porterville Class Members and October 22, 2010, through November 30, 2013, for the Dyer/Derian Class Members.

4. **Notice to the Class.** The Court finds that the notice program implemented by the Settlement Administrator complied with the Court’s Preliminary Approval Order, California Rules of Court, rules 3.766, 3.769, and due process requirements. The Court further finds that notice was the best notice practicable under the circumstances.

5. **Reaction of the Class.** The Court finds that no Settlement Class Member requested exclusion from the Settlement or objected to the Settlement, and none disputed the calculation of their settlement payment. The absence of objections or exclusions strongly supports approval of the Settlement.

6. **Adequacy of Representation.** The Court finds that Plaintiffs and Class Counsel have adequately represented the Settlement Class throughout the litigation.

7. **PAGA Allocation.** The Court approves the allocation of \$20,000 in civil penalties under the Private Attorneys General Act as follows:

- \$15,000 to the California Labor and Workforce Development Agency; and
- \$5,000 to Aggrieved Employees.
- “Aggrieved Employees” means a person employed by Royalty in California as an hourly-paid or non-exempt employee who worked at Royalty’s Dyer or Derian facilities at any time during the PAGA Period
- “PAGA Period” means the period from November 12, 2012, through November 30, 2013

This allocation is fair and reasonable under the circumstances.

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1 **8. NOTICE TO LWDA.** The Court finds that the California Labor and Workforce
2 Development Agency (“LWDA”) was provided notice of the PAGA claims in this action,
3 including the initial PAGA notice, and was subsequently served with the Class Action and
4 PAGA Settlement Agreement and Amendment thereto, Plaintiffs’ Motion for Final Approval of
5 Class Action and PAGA Settlement, and Plaintiffs’ Motion for Attorneys’ Fees and
6 Reimbursement of Litigation Costs. The LWDA was thereby afforded the opportunity to review
7 the settlement and raise any concerns pursuant to Labor Code section 2699(l). No objection or
8 comment was received from the LWDA.
9

10 **9. Settlement Administrator.** The Court confirms the appointment of ILYM
11 Group, Inc., as Settlement Administrator and approves payment of \$9,000 for settlement
12 administrator costs.
13

14 **10. Attorneys’ Fees.** The Court finds that the requested attorneys’ fees are fair,
15 reasonable, and adequate, and awards \$1,450,000 in attorneys’ fees to Class Counsel, to be paid
16 from the Gross Settlement Amount pursuant to the Settlement Agreement.
17

18 **11. Litigation Costs.** The Court approves reimbursement of litigation costs in the
19 amount of \$196,266.68, including expert witness fees incurred for damages analysis performed by
20 Kenneth L. Creal, CPA, which are to be paid from the Gross Settlement Amount pursuant to the
21 Settlement Agreement.
22

23 **12. Service Payments.** The Court approves service payments of \$5,000 each to the
24 eleven named Plaintiffs in recognition of their efforts on behalf of the Class. The Court finds
25 these awards reasonable in light of the time, effort, and risks undertaken by the named Plaintiffs.
26

27 **13. Distribution of the Settlement Funds.** The Settlement Administrator is
28 authorized and directed to distribute the settlement funds in accordance with the terms of the
Class Action and PAGA Settlement Agreement, as amended. In the event any settlement checks

1 remain uncashed after 180 days from the date of mailing, the Settlement Administrator shall
2 transmit those funds to the California State Controller's Unclaimed Property Fund in the name of
3 the respective Settlement Class Member, consistent with the terms of the Settlement Agreement.

4 **14. Released Claims.** Upon the Effective Date of the Class Action and PAGA
5 Settlement Agreement, as amended, Plaintiffs and all Settlement Class Members shall be deemed
6 to have fully, finally, and forever released and discharged the Released Parties from the Released
7 Claims, as those terms are defined in the Settlement Agreement. Upon the Effective Date, the
8 Aggrieved Employees shall likewise be deemed to have released the PAGA claims and civil
9 penalties asserted in this Action as provided in the Settlement Agreement. The Court finds that
10 the releases contained in the Settlement Agreement are fair and reasonable and are an integral
11 part of the Settlement.
12

13 **15. Judgment.** Final Judgment is hereby entered consistent with the terms of the
14 Settlement Agreement and this Order.
15

16 **16. Notice of Final Approval Order and Judgment.** The Settlement Administrator
17 shall post a copy of this Order and Judgment on the settlement website maintained for this case
18 for a period of at least 180 days following entry of this Order.

19 **17. Retention of Jurisdiction.** Without affecting the finality of this Judgment, the
20 Court retains jurisdiction over the Parties, Settlement Class Members, and the Aggrieved
21 Employees for purposes of implementing, enforcing, and administering the Settlement
22 Agreement. The Court retains jurisdiction pursuant to California Rules of Court, rule 3.769(h)
23 and Code of Civil Procedure section 664.6 to enforce the terms of the Settlement Agreement and
24 Judgment, resolve disputes concerning settlement administration or distribution of settlement
25 funds, and ensure the proper implementation of the Settlement.
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1 **18. Final Accounting Hearing.** The Court sets a Final Accounting Hearing on
2 November - December _____ 2026, at 9:00 a.m., in Department CX101. The Settlement
3 Administrator shall file a Final Accounting Report at least nine (9) court days prior to the Final
4 Accounting Hearing addressing the status of the settlement administration, including actual
5 amounts paid to the Class, the other amounts distributed under the Settlement, and the amount of
6 unclaimed funds and the date of their remittance to the State Controller's Office.
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9 **IT IS SO ORDERED, ADJUDGED, AND DECREED,**

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13 DATED: _____

HON. WILLIAM D. CLASTER
Judge of the Superior Court