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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE
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11 YVONNE LABRA and ANABEL
12 MADRIGAL, individually, on a
13 representative basis, and on behalf of all
others similarly situated;

14 Plaintiffs,

15 vs.

16 PENN EMBLEM COMPANY, a
17 Pennsylvania Corporation; and DOES 1
18 through 20, inclusive;

19 Defendants.
20

Case No.: CVRI2300385
*[Assigned to Hon. Harold Hopp, Dept 1, for all
purposes]*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT**

21 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
22 forth in the Class Action and PAGA Settlement Agreement and Release of Claims¹ (the
23 “Settlement Agreement”) came for hearing in Department 1 of the above-entitled court. The
24 Final Approval Motion was unopposed by Defendant Penn Emblem Company. Having
25 considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other
26 materials properly before the Court and having conducted an inquiry pursuant to California
27

28 ¹ See Exhibit 1 to the Declaration of Brian Mankin in support of the Motion for Final Approval,
which was concurrently filed on September 30, 2025.

1 Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all
2 parties in good faith, and the Settlement Agreement is approved. Due and adequate notice
3 having been given to the Class, and the Court having considered the Settlement Agreement, all
4 papers filed and proceedings had herein and all oral and written comments received regarding the
5 proposed settlement, and having reviewed the record in this Litigation, and good cause
6 appearing,

7 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

8 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
9 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

10 2. The Court has jurisdiction over the subject matter over this Action, the Class
11 Representatives, the Class Members, and Defendant.

12 3. The Court finds that the distribution of the Class Notice, Objection Form, Dispute
13 Form and Exclusion Form (collectively attached as Exhibit “B” to the Declaration of Jonathan
14 Paul filed on September 30, 2025), as provided for in the Order Granting Preliminary Approval
15 for the Settlement, constituted the best notice practicable under the circumstances to all Class
16 Members and fully met the requirements of California law and due process under the California
17 and United States Constitution. Based on evidence and other material submitted, the actual
18 notice to the class was adequate.

19 4. The Court finds that the instant Action presented a good faith dispute of the
20 claims alleged, and the Court finds in favor of settlement approval.

21 5. The Released Class Claims on behalf of the Participating Class Members
22 included: the claims stated in the Consolidated Complaint and those based solely upon the facts in
23 the Consolidated Complaint, including: (1) failure to pay minimum wages, (2) failure to pay
24 overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure
25 to pay vested vacation, (6) failure to reimburse business expenses, (7) failure to maintain required
26 records, (8) failure to timely pay final wages, (9) failure to provide accurate itemized wage
27 statements, and (10) unfair and unlawful competition.
28

1 6. The Released PAGA Class included: all PAGA Claims that Plaintiffs alleged
2 against the Released Parties, based on the facts stated in the relevant LWDA notice letters and
3 only to the extent that they are alleged in the Consolidated Complaint, including all PAGA
4 claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to
5 pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5)
6 failure to pay vested vacation, (6) failure to reimburse business expenses, (7) failure to maintain
7 required records, (8) failure to timely pay wages each period, (9) failure to timely pay wages
8 upon separation of employment, (10) failure to provide accurate itemized wage statements, and
9 (11) all other claims for civil penalties recoverable under the Private Attorneys General Act,
10 Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and
11 Complaint.

12 7. There were no Objections and no Requests for Exclusion from the Settlement;
13 thus, all Participating Class Members are entitled to payment pursuant to the Settlement and this
14 Judgment. Furthermore, all Aggrieved Employees are entitled to payment pursuant to this
15 Settlement and Judgment.

16 8. The Court approves the Settlement, as set forth in the Settlement Agreement and
17 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
18 Parties are directed to perform in accordance with the terms set forth in the Settlement
19 Agreement and this Order and Judgment.

20 9. The Parties are to bear their own costs, except as otherwise provided in the
21 Settlement Agreement and this Order and Judgment.

22 10. For purposes of effectuating this Order and Judgment, this Court has certified the
23 following Class: “all current and former nonexempt (hourly paid) employees employed by
24 Defendant in California, including Direct Hires and Temporary Employees, during the Class
25 Period (January 20, 2019, through March 17, 2025).” The Court deems this definition sufficient
26 for purposes of California Rules of Court, Rule 3.765(a).

27 11. With respect to the Settlement Class and for purposes of approving this
28 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable

1 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
2 fact common to the Class Members, and there is a well-defined community of interest among the
3 Class Members with respect to the subject matter of the Action; (c) the claims of Class
4 Representatives are typical of the claims of the Class Members; (d) the Class Representatives
5 have fairly and adequately protected the interests of the Class Members; (e) a class action is
6 superior to other available methods for an efficient adjudication of this controversy; and (f) the
7 counsel of record for the Class Representatives, *i.e.*, Class Counsel, are qualified to serve as
8 counsel for the Plaintiffs in their individual and representative capacity and for the Class.

9 12. By this Order and Judgment, the Class Representatives shall release, relinquish,
10 and discharge the Released Class Claims, as defined in the Settlement Agreement. Additionally,
11 by this Judgment, each of the Participating Class Members shall be deemed to have, and by
12 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
13 discharged all Released Class Claims.

14 13. By this Order and Judgment, Plaintiffs and the LWDA shall fully, finally, and
15 forever release, relinquish and discharge Defendant and the Released Parties from all PAGA
16 Released Claims, as defined in the Settlement Agreement and above.

17 14. The Settlement is not an admission of wrongdoing or violation by Defendant or
18 any of the other Released Parties, nor is this Judgment a finding of the validity of any claims in
19 the Action or of any wrongdoing by Defendant or any of the other Released Parties. Neither this
20 Settlement Approval Order, the Settlement, or the Judgment nor any document referred to herein,
21 nor any action taken to carry out the Settlement are, may be construed as, or may be used as an
22 admission by or against Defendant or any of the other Released Parties of any fault, wrongdoing,
23 or liability whatsoever.

24 15. The Gross Settlement Amount to be paid under the Settlement Agreement is
25 \$700,000. From this amount, Class Counsel sought an award of attorney's fees of \$233,333.33,
26 litigation expenses of \$21,023.33, a Service Award of \$10,000 to each Plaintiff and Class
27 Representative (\$20,000 total), Settlement Administrator Costs of \$9,240 to Xpand, and \$20,000
28 to PAGA Penalties (with 75% [\$15,000] to the LWDA and 25% [\$5,000] to the Aggrieved

Employees. Defendant does not oppose these requests. The Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below from the Settlement Amount:

- A. \$233,333.33 to Class Counsel for attorneys' fees;
- B. \$21,023.33 to Class Counsel for costs/expenses;
- C. \$10,000 to Class Representative Yvonne Labra as a Service Award and \$10,000 to Class Representative Anabel Madrigal as a Service Award;
- D. \$9,240 to the Settlement Administrator, Xpand;
- E. \$15,000 to the LWDA;
- F. \$5,000 to the Aggrieved Employees;
- G. After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

16. Defendant is directed to fund the Settlement Amount in accordance with the Settlement Agreement and the timeline set forth below. The Settlement Administrator is directed to calculate the Participating Class Member's Individual Settlement Payments from the Net Settlement Amount, as well as the Aggrieved Employees individual payment, and issue all payments within in accordance with the Settlement Agreement and the timeline set forth below:

December 22, 2025	The Effective Date occurs, assuming no appeal is filed (61 days after order granting final approval)
December 1, 2026	Defendant is directed to issue the Settlement Amount to the Settlement Administrator, plus Defendant's share of payroll taxes.
10 days after receipt of Payment	Settlement Administrator to issue all payments.
180 days after payment is issued	Deadline for Participating Class Members and Aggrieved Employees to cash checks.

July 9, 2027	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including the status of issuing any uncashed funds.
July 23, 2027	Final Report Hearing re: status of funding.

17. The envelope transmitting the settlement checks shall bear the notation “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: “Please be advised that on [INSERT DATE] the Superior Court of California for the County of Riverside entered Judgment in the case entitled *Labra and Madrigal v. Penn Emblem Company*, Case No. CVRI2300385, on behalf of the Participating Class Members (which includes “All current and former nonexempt (hourly paid) employees employed by Defendant in California, including Direct Hires and Temporary Employees, at any time during the Class Period (which is January 20, 2019, through March 17, 2025.”).

18. Participating Class Members and Aggrieved Employees shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. If a check has not been cashed within 60 days after issuance, the Settlement Administrator shall mail a reminder postcard within 10 days thereafter and provide the Participating Class Member with the deadline to cash the check. Pursuant to CMO ¶ H(8)(d), if any check that is issued to a current employee of Defendant is returned to the Settlement Administrator as undeliverable and the Settlement Administrator is unable to locate a valid mailing address, then the Settlement Administrator shall arrange with the Defendant to have the check(s) delivered to the Participating Class Member at their place of employment. In the event that a Participating Class Members and/or Aggrieved Employees does not negotiate his/her check within this time period, the check will be void and a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed funds to the California State Controller’s Office in the name of the

1 Participating Class Member and/or Aggrieved Employee. Participating Class Members and/or
2 Aggrieved Employees whose uncashed settlement checks are provided to the California State
3 Controller's Office shall remain subject to the terms of the Judgment.

4 19. This document shall constitute a Judgment for purposes of California Rule of
5 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
6 Class Representative, the Class Members, and Defendant for the purposes of supervising the
7 implementation, enforcement, construction, administration, and interpretation of the Settlement
8 Agreement and this Judgment.

9 IT IS SO ORDERED.

10 Dated: _____

11 _____
Hon. Harold Hopp