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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ERIC CALDERON on behalf of himself, all
others similarly situated, and on behalf of the
general public,

Plaintiffs,

v.

CELS ENTERPRISES, INC. DBA CHINESE
LAUNDRY; and DOES 1-100,

Defendants.

Case No. CIVSB2308785
[Consolidated with Case No.
CIVSB2312110]

*[Assigned for All Purposes to the
Hon. Christian Towns, Dept. 26]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF ERIC CALDERON'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT,
ATTORNEYS' FEES AND COSTS,
CLASS REPRESENTATIVE
ENHANCEMENT PAYMENT,
ADMINISTRATION COSTS, LWDA
PAYMENT, AND ENTERING OF
FINAL JUDGMENT**

Date: April 3, 2025
Time: 8:30 a.m.

Complaint Filed: April 14, 2023
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 Plaintiff's Motion for Final Approval of Class Action Settlement, Attorneys' Fees and
3 Costs, Class Representative Enhancement Payment, Administration Costs, LWDA Payment, and
4 Entering of Final Judgment ("Motion for Final Approval") came before this Court, the Honorable
5 Christian Towns, presiding, on April 3, 2025. The Court having considered the papers submitted
6 in support of the Motion for Final Approval, HEREBY ORDERS AND MAKES THE
7 FOLLOWING DETERMINATIONS:

8 1. All terms used herein shall have the same meaning as defined in the Parties' Joint
9 Stipulation and Settlement Agreement ("Settlement Agreement") and the Order Granting
10 Plaintiff's Motion for Preliminary Approval of Class Action Settlement, Conditional Certification,
11 Approval of Class Notice, Setting of Final Approval Hearing Date ("Preliminary Approval
12 Order").

13 2. The Court finds that the applicable requirements of California Code of Civil
14 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
15 to the Class and the settlement. The Court hereby makes final its earlier provisional certification
16 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
17 hereby defined to include all non-exempt employees of Defendant who worked in California from
18 April 14, 2019, to October 12, 2024 ("Class" or "Class Members").

19 3. The "PAGA Aggrieved Employees" are defined to include all Class Members who
20 worked at least one pay period for Defendant between February 15, 2022, to October 12, 2024.

21 4. The Court has jurisdiction over the claims of the Class Members asserted in this
22 proceeding and over all parties to the proceeding.

23 5. The Notice of Class Action Settlement ("Class Notice") was mailed by first-class
24 U.S. mail to all Class Members. The Class Notice informed the Class of the material terms of the
25 settlement, of their right to receive a *pro rata* portion of the Net Settlement Amount, of their right
26 to request exclusion from the settlement, of their right to comment upon or object to the settlement
27 and to appear in person or through counsel at the Final Approval Hearing and of the date set for
28 the Final Approval Hearing. Adequate periods of time were provided by each of these procedures.

1 6. In response to the Class Notice, no member of the Class submitted a written
2 objection to the settlement or stated an intention to appear at the Final Approval Hearing. No
3 member of the Class requested to be excluded from the settlement. No member of the Class
4 submitted a dispute regarding the number of workweeks credited to him/her.

5 7. The Court finds and determines that this notice procedure afforded adequate
6 protections to Class Members and provides the basis for the Court to make an informed decision
7 regarding approval of the settlement based on the Class Members' response. The Court finds and
8 determines that the Class Notice was the best notice practicable under the circumstances and
9 satisfied the requirements of law and due process.

10 8. The Court further finds and determines that the terms of the settlement are fair,
11 reasonable, and adequate to the Class and to each Class Member

12 9. Pursuant to California law, the Court hereby grants final approval of the settlement.
13 The Court finds that the settlement was reached as a result of informed and non-collusive arm's-
14 length negotiations facilitated by a neutral mediator. The Court further finds that the Parties
15 conducted extensive investigation, research, and discovery and that their attorneys were able to
16 reasonably evaluate their respective positions. The Court also finds that settlement will enable the
17 Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if
18 the Parties were to continue to litigate the case. The Court has considered the absence of objections
19 to and requests for exclusion from the settlement, reviewed the monetary recovery provided as part
20 of the settlement, and recognizes the significant value accorded to the Class. Accordingly, the
21 Court hereby approves the terms set forth in the Settlement Agreement and finds that the settlement
22 is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the settlement
23 according to its terms.

24 10. A full opportunity has been afforded to the Class Members to participate in the
25 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
26 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
27 the settlement. Accordingly, the Court determines that all Class Members who did not submit a
28 timely and valid request for exclusion from the settlement to the Settlement Administrator

1 (“Participating Class Members”) are bound by this Order Granting Plaintiff’s Motion for Final
2 Approval of Class Action Settlement, Attorneys’ Fees and Costs, Class Representative
3 Enhancement Payment, Administration Costs, LWDA Payment, and Entering of Final Judgment
4 (“Final Approval Order and Judgment”).

5 11. In exchange for a portion of the Net Settlement Amount, all Participating Class
6 Members will be bound by the following release: The Released Class Claims include any and all
7 claims that were asserted in the Class Action Complaint or could have arisen out of the allegations
8 made in the Class Action Complaint. This release shall also apply to any amended complaint which
9 is filed with the Court after August 12, 2024, i.e., the date of the mediation. This release shall be
10 for the Class Period.

11 12. In exchange for a portion of the PAGA Payment, all PAGA Aggrieved Employees
12 will be bound by the following release: The Released PAGA Claims include any and all claims
13 that were asserted in the PAGA Complaint or could have arisen out of the allegations made in the
14 PAGA Complaint. PAGA Aggrieved Employees are deemed to release all claims that were
15 asserted or could reasonably have asserted based on the facts alleged in the Actions and/or the
16 LWDA letter. This release shall be for the PAGA Period.

17 13. The Court hereby confirms David Mara and Jill Vecchi of Mara Law Firm, PC, and
18 Peter Horton of Lawyers for Employee and Consumer Rights as Class Counsel in this action.

19 14. The Court hereby confirms Plaintiff Eric Calderon as the Class Representative in
20 this action.

21 15. The Court finds and determines that the Individual Settlement Shares provided for
22 by the terms of the Settlement Agreement to be paid to the Participating Class Members are fair
23 and reasonable. The Court hereby gives final approval to and orders the payment of those amounts
24 be made to the Participating Class Members in accordance with the terms of the Settlement
25 Agreement.

26 16. The Court finds and determines the Class Representative Enhancement Payment in
27 the sum of \$7,500 to Plaintiff Eric Calderon is fair and reasonable. The Court hereby orders the
28 Settlement Administrator to make the payment to the Plaintiff/Class Representative Eric Calderon

1 in the amount of \$7,500 for the Class Representative Enhancement Payment in accordance with
2 the terms of the Settlement Agreement.

3 17. The Court finds and determines that the payment to the Settlement Administrator,
4 ILYM Group, Inc., in the sum of \$5,950 for its fee and expenses incurred and to be incurred for
5 the notice and settlement administration process is fair and reasonable. The Court hereby orders
6 the Settlement Administrator to make payment to itself in the amount of \$5,950 for Administration
7 Costs in accordance with the terms of the Settlement Agreement.

8 18. Pursuant to the terms of the settlement, and the authorities, evidence and argument
9 submitted by Class Counsel, the Court hereby approves of an attorneys' fee award in the sum of
10 \$166,666.67 and a Cost Award of \$23,242.33 to Class Counsel. The Court finds such amounts to
11 be fair and reasonable. The Court hereby orders the Settlement Administrator to make payment to
12 Class Counsel in the amount of \$166,666.67 for attorneys' fees and \$23,242.33 for litigation
13 expenses in accordance with the terms of the Settlement Agreement.

14 19. The Court finds and determines that the payment to the Labor and Workforce
15 Development Agency ("LWDA"), in the sum of \$7,500 (which is 75% of the \$10,000 allocated to
16 claims under PAGA), is fair and reasonable. The Court hereby orders the Settlement Administrator
17 to make the payment to the LWDA in the amount of \$7,500 for the PAGA payment in accordance
18 with the terms of the Settlement Agreement. The Court orders that the remaining amount of \$2,500
19 be distributed to PAGA Aggrieved Employees in accordance with the terms of the Settlement
20 Agreement.

21 20. Neither Defendant nor any related persons or entities shall have any further liability
22 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except
23 as provided for by the Settlement Agreement. Pursuant to the terms of the Settlement Agreement,
24 Defendant shall not be liable for more than the agreed upon Gross Settlement Amount.

25 21. The Court finds and determines that the release contained in the Settlement
26 Agreement is appropriate and shall bind all Participating Class Members.

27 22. Nothing in this Final Approval Order and Judgment shall preclude any action to
28 enforce the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Final

1 Approval Order and Judgment, including the requirement that Defendant make payments to
2 Settlement Class Members in accordance with the Settlement Agreement.

3 23. The Court finds and determines that nothing in the Settlement Agreement or this
4 Final Approval Order and Judgment is intended or will be construed as an admission of liability
5 or wrongdoing by Defendant. Except as necessary to enforce the terms of the Settlement
6 Agreement, neither the Settlement, nor any document, statement, proceeding or conduct related to
7 the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
8 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
9 Defendant, including, but not limited to, evidence of a presumption, concession, indication or
10 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage,
11 except for legal proceedings concerning the implementation, interpretation, or enforcement of the
12 Settlement Agreement.

13 24. The Court hereby enters final judgment in this action in accordance with the terms
14 of the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and
15 Judgment.

16 25. A final compliance hearing will be set for _____
17 at __:____.m. A declaration from the settlement administrator must be filed at least 5 court days
18 prior to the compliance hearing.

19 26. The Parties shall bear their own costs and attorneys' fees except as otherwise
20 provided for by the Settlement Agreement and this Final Approval Order and Judgment.

21 27. Without affecting the finality of this Final Approval Order and Judgment in any
22 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
23 implementation, effectuation and enforcement of this order and the Settlement.

24 **JUDGMENT**

25 28. This document shall constitute a judgment for purposes of California Rules of
26 Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Final Approval Order
27 and Judgment, judgment shall be entered within the meaning and for purposes of Code of Civil
28 Procedure sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court

1 whereby named Plaintiff/Class Representative and all Settlement Class Members shall take
2 nothing from Defendant except as expressly set forth in the Settlement Agreement. The Court,
3 pursuant to California Rule of Court 3.769(h), shall retain jurisdiction over the parties to enforce
4 the terms of the judgment.

5 **IT IS SO ORDERED.**

6
7 Dated:

Honorable Christian Towns
Superior Court Judge