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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JOSE ARCEO, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

ARDENT MILLS, LLC, a Colorado limited
liability company; and DOES 1 to 10,
inclusive,

Defendants.

Case No. CIVSB2305763

CLASS ACTION

Assigned for All Purposes To:

Hon. Christian Towns

**[PROPOSED] FINAL ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND REQUEST
FOR ATTORNEYS' FEES, COSTS,
AND CLASS REPRESENTATIVE
SERVICE AWARD**

Final Approval Hearing:

Date: November 5, 2025

Time: 8:30 a.m.

Department S-26

Complaint filed: March 3, 2023

First Amended Complaint: May 16, 2023

Second Amended Complaint: January 28,
2025

Trial: None set

[PROPOSED] FINAL ORDER GRANTING FINAL APPROVAL

The Parties reached a Settlement subject to Court approval as represented in the Class Action and PAGA Settlement Agreement (“Settlement Agreement”), attached as Exhibit 1 to the Declaration of Gregg Lander in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement, filed with this Court on March 20, 2025. On November 5, 2025, this Court conducted a Final Settlement Fairness Hearing under Rule 3.769 of the California Rules of Court and this Court’s July 1, 2025, Order After Hearing on Motion for Preliminary Approval of Class and PAGA Settlement (the “Preliminary Approval Order”). Due and adequate notice having been given to the Class as required in said Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise been fully informed in the matter, and good cause appearing therefor, hereby orders:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the applicable requirements of the California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and the proposed Settlement. The Court hereby makes final its earlier provisional certification of the Class, as set forth in the Preliminary Approval Order.

2. This Order Granting Final Approval of Class Action and PAGA Settlement hereby adopts and incorporates by reference the terms and conditions of the Parties’ Settlement Agreement, together with the definitions of terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the Class Action and over all Parties to the Class Action, including all members of the Settlement Class.

4. The Class means “all current and former hourly or non-exempt employees who worked for Defendant in California at any time during the Class Period (December 3, 2018, through November 9, 2024).

5. The Class Notice given to the Class Members fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to object to or comment thereon and was the best notice practicable under the circumstances; was

1 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
2 State of California, the United States Constitution, due process, and other applicable law. The
3 Class Notice fairly and adequately described the Settlement and provided Class Members
4 adequate instructions and a variety of means to obtain additional information; provided Class
5 Members with a full opportunity and the means to seek exclusion; and described to Class
6 Members the consequences of remaining in the Settlement as opposed to seeking exclusion. A
7 full opportunity has been afforded to the Class Members to participate in the Final Approval
8 Hearing, and all Class Members and other persons wishing to be heard have been heard.
9 Accordingly, the Court determines that all Class Members are bound by this Order and
10 Judgment. There are zero objections and opt outs to the class portion of the Settlement.

11 6. The Court has considered all relevant factors for determining the fairness of the
12 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
13 particular, the Court finds that the Settlement was reached following meaningful discovery and
14 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
15 adversarial, and arm's-length negotiations between the Parties; and that the terms of the
16 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
17 considered all evidence presented, including evidence regarding the strength of the Plaintiff's
18 case; the risk, expense, and complexity of the claims presented; the likely duration of further
19 litigation and appeal; the amount offered in Settlement; the extent of investigation and discovery
20 completed; and the experience and views of Class Counsel. Accordingly, the Court hereby
21 approves the settlement as set forth in the Settlement Agreement and expressly finds that said
22 Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire
23 Settlement Class and hereby directs implementation of all remaining terms, conditions, and
24 provisions of the Settlement Agreement.

25 7. The Court hereby approves the Net Settlement Amount of \$825,856.91.

26 8. The Court hereby approves attorneys' fees to Class Counsel in the amount of
27 \$450,000.00 as compensation for all attorney time spent on this matter from inception through
28 and including the final Settlement Fairness Hearing and all other work related to this case and all

costs.

9. The Court hereby approves reimbursement of litigation costs of \$21,143.09 to Class Counsel.

10. The Court hereby approves the payment of costs to the Settlement Administrator in the amount of \$11,000.00.

11. The Court hereby approves Class Representative Service Award in the amount of \$15,000.00 to Plaintiff Jose Arceo in consideration and exchange for his contributions to the Class. The Court finds amount is request fair and reasonable.

12. The Court hereby approves the allocation of \$27,000.00 to the settlement of the PAGA claims, of which \$20,250.00 shall be payable to the Labor Workforce Development Agency (“LWDA”) and \$6,750.00 shall be payable to the Aggrieved Employees.

13. No other costs or fees relief shall be awarded, either against Defendant or any other of the Released Parties, as defined in the Settlement Agreement.

14. Upon entry of Judgment by the Court in accordance with the Settlement Agreement:

a. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action, arising under state, federal or local law, whether statutory, common law or administrative, whether known or unknown, including, but not limited to, failure to pay all wages under Labor Code, §§ 204, 510(a), 1182.12, 1194(a), 1197, and 1198; failure to pay all overtime wages at the legal overtime pay rate under Labor Code, §§ 204, 510(a), and 1194(a); failure to provide all meal periods under Labor Code, §§ 226.7(b), 512, and 516; failure to authorize and permit all paid rest periods under Labor Code, §§ 226.7(b) and 516; failure to provide legally compliant rest periods under Labor Code, §§ 226.7(b) and 516; failure to pay premium wages at the legal pay rate under Labor Code, § 516; failure to timely furnish accurate itemized wage statements under Labor Code, § 226(a); derivative violations under Labor Code §§ 201–203;

1 independent violations under Labor Code §§ 201–203; failure to reimburse all business expenses
2 under Labor Code § 2802; improper final payment of wages under Labor Code, §§ 212–213;
3 violations of Labor Code, § 552; unfair business practices under Business & Professions Code,
4 § 17200 based on the above violations, and any other claims whatsoever that were alleged in this
5 case or which arise out of such facts, from the factual allegations set forth in the Operative
6 Complaint including, without limitation, all related claims for restitution and other equitable
7 relief, liquidated damages, punitive damages, penalties, statutory penalties, interest, fees,
8 including fees under California Code of Civil Procedure section 1021.5, costs, and any other
9 related claims and/or penalties of any nature related to the claims in the Operative Complaint.
10 Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release
11 any other claims, including claims for vested benefits, wrongful termination, violation of the Fair
12 Employment and Housing Act, unemployment insurance, disability, social security, workers’
13 compensation or claims based on facts occurring outside the Class Period.

14 b. All Aggrieved Employees are deemed to release, on behalf of themselves and
15 their respective former and present representatives, agents, attorneys, heirs, administrators,
16 successors and assigns, the Released Parties from all claims for PAGA penalties that were
17 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
18 Operative Complaint, the PAGA Notice, the Amended PAGA Notice, and ascertained in the
19 course of the Action including, but not limited to, failure to pay all wages under Labor Code
20 §§ 204, 510(a), 1182.12, 1194(a), 1197, and 1198; failure to pay all overtime wages at the legal
21 overtime pay rate under Labor Code, §§ 204, 510(a), and 1194(a); failure to provide all meal
22 periods under Labor Code, §§ 226.7(b), 512, and 516; failure to authorize and permit all paid rest
23 periods under Labor Code, §§ 226.7(b) and 516; failure to provide legally compliant rest periods
24 under Labor Code, §§ 226.7(b) and 516; failure to pay premium wages at the legal pay rate under
25 Labor Code, § 516; failure to timely furnish accurate itemized wage statements under Labor
26 Code, § 226(a); failure to keep accurate records under Labor Code § 226.3; derivative violations
27 under Labor Code §§ 201–203; independent violations under Labor Code §§ 201–203; failure to
28 reimburse all business expenses under Labor Code § 2802; improper final payment of wages

1 under Labor Code, §§ 212–213; violations of Labor Code, § 552; and any other claims
2 whatsoever that were alleged in this case or which arise out of such facts, from the factual
3 allegations and issues set forth in Plaintiff’s Amended PAGA Notice and the Operative
4 Complaint.

5 15. The Court further confirms and finds that nothing contained in the Settlement
6 Agreement, the Preliminary Approval Order, this Final Approval Order and Judgment, or any
7 other Order entered in this action shall in any way or manner constitute an admission or
8 determination of liability by or against Defendant, or its former and present directors, officers,
9 shareholders, owners, members, agents, principals, attorneys, accountants, auditors, insurers,
10 predecessors, successors, assigns, subsidiaries, parents, and affiliates, if any, with respect to any
11 of the claims and causes of action asserted by the Class Members or Aggrieved Employees, or
12 any member or employee thereof, and shall not be offered in evidence in any action or
13 proceeding against Defendant, or any other Released Parties in any court, administrative agency,
14 or other tribunal for any purpose whatsoever, other than to the extent necessary to enforce the
15 provisions of the Settlement Agreement or this Order. This paragraph shall not, however,
16 diminish or otherwise affect the obligation, responsibilities, or duties of Defendants under the
17 Settlement Agreement and this Final Order and Judgment.

18 16. Neither Defendant nor any related persons or entities shall have any further
19 liability for costs, expenses, interest, attorney’s fees, or for any other charge, expense, or liability,
20 except as provided in the Settlement Agreement.

21 17. By operation of the entry of this Order, as of the Effective Date, the parties are
22 ordered to perform their respective duties and obligations under the Settlement Agreement.

23 18. The date for the Final Report (Nonappearance) Hearing is _____,
24 2026. The deadline for the filing of a report concerning the amount of money distributed is
25 _____, 2026.

1 **JUDGMENT**

2 In accordance with, and for the reasons stated in the Final Approval Order, judgment
3 shall be entered whereby Plaintiff Jose Arceo, and all Participating Class Members shall take
4 nothing from Defendant, except as expressly set forth in the Settlement Agreement.

5 Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the
6 California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this
7 action, the Plaintiff Jose Arceo, Class Members, and Defendant, for the purposes of:

8 (a) supervising the implementation, enforcement, construction, and interpretation of
9 the Settlement Agreement, the Preliminary Approval Order, the plan of allocation,
10 the Final Approval Order, and the Judgment; and

11 (b) supervising distribution of amounts paid under this Settlement.
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13 **IT IS SO ORDERED.**

14 Dated: _____, 2025

15 _____
16 Honorable Christian Towns
17 Judge of the Superior Court
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