

ORIGINAL

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 12 2025

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

VIRGINIA ALVARADO, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

ALTA RESOURCES CORP., a Wisconsin
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB2304861

[Assigned to the Hon. Joseph Ortiz, Dept S17,
for all purposes]

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

Plaintiff Virginia Alvarado's Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement") came for a hearing in the above-entitled court. The Final Approval Motion was unopposed by Defendant Alta Resources Corp. ("Defendant" or "Alta").

Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement is approved. Due and adequate notice having been given to the Class, and the Court having considered the

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

1 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
2 comments received regarding the proposed settlement, and having reviewed the record in this
3 Action, and good cause appearing,

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

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

7 2. The Court has jurisdiction over the subject matter over this Action, Class
8 Representative Virginia Alvarado, the Class Members, and Defendant.

9 3. For purposes of effectuating this Order and Judgment, this Court has certified the
10 following class: all current and former non-exempt employees who worked for Alta in California
11 at any time during the Class Period of April 12, 2019, through the date of Preliminary Approval,
12 which is January 13, 2025. The Court deems this definition sufficient for purposes of California
13 Rules of Court, rule 3.765(a).

14 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: all
15 current and former non-exempt employees who worked for Alta in California at any time during
16 the PAGA Period, which is April 12, 2022, through the date of Preliminary Approval, which is
17 January 13, 2025.

18 5. The Court finds that the distribution of the Class Notice, as provided for in the
19 Order Granting Preliminary Approval of the Settlement, constituted the best notice practicable
20 under the circumstances to all Class Members and fully met the requirements of California law
21 and due process under the California and United States Constitution. Based on evidence and
22 other material submitted, the actual notice to the class was adequate.

23 6. The Court finds that the instant Action presented a good faith dispute of the
24 claims alleged, and the Court finds in favor of settlement approval.

25 7. Class Counsel provided notice of the requested approval of the PAGA settlement
26 to the LWDA through the online submission portal on May 20, 2025, and notice of this Order
27 and Entry of Judgment shall be given by Plaintiff to the LWDA by submission through the
28 online system established for the filing of notices and documents, in conformity with Labor Code

1 section 2699, subdivision (s)(3).

2 8. Plaintiff's Release includes:

3 all claims, transactions, or occurrences that occurred at any time, including, but not limited to: (a)
4 all claims that were, or reasonably could have been, alleged, based on the facts contained in the
5 Complaints or ascertained during the Action and released under 5.2, [in the Settlement
6 Agreement], and (b) all PAGA claims that were, or reasonably could have been, alleged based on
7 facts contained in the Complaints, Plaintiff's PAGA Notice, or ascertained during the Action and
8 released under 5.3, [in the Settlement Agreement] ("Plaintiff's Release"). Plaintiff's Release does
9 not extend to any claims or actions to enforce this Agreement, or to any claims for vested
10 benefits, unemployment benefits, disability benefits, social security benefits, workers'
11 compensation benefits that arose at any time, or based on occurrences outside the Class Period.
12 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to,
13 the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
14 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or
15 additional facts or Plaintiff's discovery of them.

16 For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
17 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

18 A general release does not extend to claims that the creditor or releasing party does not know or
19 suspect to exist in his or her favor at the time of executing the release, and that if known
20 by him or her would have materially affected his or her settlement with the debtor or
21 Released Party.

22 9. The Released Class Claims on behalf of the Participating Class Members
23 includes:

24 all claims that were alleged, or reasonably could have been alleged, based on the facts stated in
25 the Complaints, including all of the following claims for relief: (a) failure to pay minimum
26 wages, regular wages and/or overtime pay; (b) failure to provide or pay premium payments for
27 meal periods; (c) failure to provide or pay premium payments for rest periods; (d) failure to
28 reimburse for business expenses; (e) failure to provide complete and accurate wage statements;
29 (f) failure to pay wages upon termination; (g) violations of the California Business & Professions
30 Code §§ 17200 et seq. These claims include, but are not limited to, California Labor Code
31 sections 200, 201-203, 204, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 227.3, 246, 256, 510,
32 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and all related provisions of the
33 California Code of Regulations, the California Industrial Wage Orders, the California Business &
34 Professions Code sections 17200 et seq. ("Released Class Claims"). The Released Class Claims
35 extend to all theories of relief regardless of whether the claim is, was or could have been alleged
36 under federal law, state law or common law (including, without limitation, as violations of the
37 California Labor Code, the Wage Orders, applicable regulations, and California's Business and
38 Professions Code section 17200), and includes all types of relief available for the above-
39 referenced claims, including, any claims for damages, restitution, losses, penalties, fines, liens,
40 attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated
41 damages. The operative release period for the Released Class Claims is the Class Period.

1 10. The Released PAGA Claims on behalf of the Aggrieved Employees included:

2 all claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 et seq.,
3 that were alleged, or reasonably could have been alleged, based on the allegations, the facts,
4 and/or legal theories under PAGA contained in the Complaints and the and in Plaintiff's PAGA
5 Notice to the LWDA (including any amendments thereto), including all of the following claims
6 for relief: (a) failure to pay minimum wages, regular wages and/or overtime pay; (b) failure to
7 provide or pay premium payments for meal periods; (c) failure to provide or pay premium
8 payments for rest periods; (d) failure to reimburse for business expenses; (e) failure to provide
9 complete and accurate wage statements; (f) failure to pay wages each pay period and upon
10 termination ("Released PAGA Claims"). The Released PAGA Claims include, but are not limited
11 to, California Labor Code sections 200, 201-203, 204, 208, 210, 218.6, 221-223, 226, 226.3,
12 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and
13 all related provisions of the California Code of Regulations, and the California Industrial Wage
14 Orders. The time period governing the Released PAGA Claims shall be the entire time during the
15 PAGA Period. The Released PAGA Claims do not release any potential claims for wages or
16 statutory penalties, but does not otherwise alter the release provide if the aggrieved employee is
17 also a Participating Class Member.

18 11. There were no objections to the Settlement, and zero Requests for Exclusion.

19 Thus, 1,303 Class Members are Participating Class Members, who are entitled to an Individual
20 Class Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved
21 Employees are entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA
22 Penalties.

23 12. The Court approves the Settlement, as set forth in the Settlement Agreement and
24 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
25 Parties are directed to perform in accordance with the terms set forth in the Settlement
26 Agreement.

27 13. The Parties are to bear their own costs, including attorney fees, except as
28 otherwise provided in the Settlement Agreement.

29 14. With respect to the Class and for purposes of approving this Settlement, this Court
30 finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
31 joinder of all members is impracticable; (b) there are questions of law or fact common to the
32 Class Members, and there is a well-defined community of interest among the Class Members
33 with respect to the subject matter of the Action; (c) the claims of the Class Representative are
34 typical of the claims of the Class Members; (d) the Class Representative has fairly and

adequately protected the interests of the Class Members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the Plaintiff in her individual and representative capacity and for the Class.

15. By this Judgment, the Class Representative shall release, relinquish, and discharge all of the claims in Plaintiff's Release, each of the Participating Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Class Claims, and all Aggrieved Employees shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released PAGA Claims, all as defined in the Settlement Agreement.

16. Neither the Settlement Agreement nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the Settlement (i) is or may be deemed to be or may be used by the Class Representative or Participating Class Members as an admission of, or evidence of, the validity of any of the Released Class Claims, or of any wrongdoing or liability of Defendants or any of the other Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class Representative or Participating Class Members as an admission of, or evidence of, any fault or omission of Defendants or any of the other Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendants or any of the other Released Parties may file the Settlement Agreement and/or the Judgment from this Action in any other action that may be brought against it or them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

17. The Settlement Amount to be paid under the Settlement Agreement is \$2,000,000. From this amount, Class Counsel sought attorney's fees of \$666,666.67 and litigation expenses of \$27,611.11, a Service Award to Class Representative Virginia Alvarado of \$10,000, a Civil

1 Code § 1542 Waiver to Plaintiff of \$7,500; an Administrator Expenses of \$14,000.00 to Phoenix
2 Settlement Administrators (the "Settlement Administrator"), and \$37,500 to the LWDA for
3 PAGA penalties and \$12,500 to the Aggrieved Employees for PAGA Penalties. Defendant does
4 not oppose these requests. In addition, and concurrently with paying the Settlement Amount,
5 Defendant shall separately pay all employer payroll taxes owed on the wage portion of the
6 Individual Class Payments, which shall be reported through the Settlement Administrator. The
7 Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the
8 payments set forth below from the Settlement Amount:

- 9 A) \$666,666.67 to Class Counsel for attorneys' fees;
- 10 B) \$27,611.11 to Class Counsel for litigation expenses;
- 11 C) \$17,500 to Plaintiff and Class Representative Virginia Alvarado as a
12 Service Award and for a Waiver of Civil Code § 1542;
- 13 D) \$14,000 to the Settlement Administrator, Phoenix;
- 14 E) \$37,500 to the LWDA;
- 15 F) \$12,500 to the Aggrieved Employees on a pro rata basis;

16 After deducting the foregoing payments from the Settlement Amount, the remainder shall
17 form the Net Settlement Amount payable to the Participating Class Members as set forth in the
18 Settlement Agreement and as calculated by the Settlement Administrator.

19 18. The Settlement Administrator is directed to calculate the Participating Class
20 Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA
21 Payments and issue all payments within in accordance with the Settlement Agreement and this
22 Order/Judgment.

23 19. Concurrently with mailing the settlement checks to the Participating Class
24 Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of
25 Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the
26 check for the Participating Class Members, noting the following: "Please be advised that on
27 [insert date], 2025, the Superior Court of California for the County of San Bernardino entered
28 Judgment in the case entitled *Alvarado v. Alta Resources, Inc.*, pending in Superior Court of the

1 State of California, County of San Bernardino, Case No. CIVSB2304861, on behalf of all current
2 and former California nonexempt employees who worked for Defendant in California at any
3 time during the Class Period (which is April 12, 2019, through January 13, 2025)."

4 20. The Class Members shall have 180 days to negotiate the settlement check from
5 the date of issuance by the Settlement Administrator. In the event that a Participating Class
6 Member or Aggrieved Employee does not negotiate a check within this time period, the check
7 will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as
8 a result of a failure to timely cash a settlement check shall be issued to the State Controller's
9 Office for the State of California in the name of the person.

10 21. The following dates shall govern for purposes of this implementing this
11 Order/Judgment:

12 June 12, 2025	13 The Final Order and Judgment is entered, and the Effective Date occurs.
14 July 14, 2025 or within 30 days after the date 15 the Court enters a Judgment on its Order 16 Granting Final Approval of the Settlement and the entered Judgment is served on 17 Defendant, whichever is later.	18 Defendant shall fund the \$2,000,000 Settlement Amount to the Settlement Administrator, plus Defendant's share of 19 employer-side taxes, as calculated by the 20 Settlement Administrator.
21 Within 14 days after receipt of Payment 22 (approximately July 28, 2025)	23 Settlement Administrator to issue all Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved 24 Employees, payment to Class Counsel for attorneys' fees and costs, the Service Payment to the Class Representative, the 25 payment to the LWDA for PAGA Penalties, and pay itself the Administrator expenses.
26 180 days after payment is issued 27 (approximately January 24, 2026)	28 Deadline for Participating Class Members and Aggrieved Employees to cash checks.

15 days before the Disbursement Hearing	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
Date: <u>June 12</u> , 2026 Time: 8:30 a.m.	Hearing re: status of disbursements.

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

IT IS SO ORDERED.

Dated: June 12, 2025

Joseph Ortiz
Hon. Joseph Ortiz

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