

BRADLEY/GROMBACHER, LLP

Marcus J. Bradley, Esq. (SBN 174156)
Kiley L. Grombacher, Esq. (SBN 245960)
31365 Oak Crest Drive, Suite 240
Westlake Village, California 91361
Telephone: (805) 270-7100
Facsimile: (805) 270-7589
mbradley@bradleygrombacher.com
kgrombacher@bradleygrombacher.com

MAJARIAN LAW GROUP APC

Garen Majarian, Esq. (SBN 334104)
Sahag Majarian, II, Esq. (SBN 146621)
18250 Ventura Boulevard
Tarzana, California 91356
Telephone: (818) 263-7343
Facsimile: (818) 609-0892
E-Mail: garen@majarianlawgroup.com
E-Mail: sahagii@aol.com

Attorneys for Plaintiff

ANDRES VILLALOBOS

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

ANDRES VILLALOBOS, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

INTERNATIONAL LINE BUILDERS,
INC., a Delaware corporation, and DOES 1
through 10, inclusive;

Defendants.

Case No.: CVRI2302769

Assigned for all purposes to Hon. Harold
W. Hopp, Dept. 1

**~~PROPOSED~~ ORDER OF FINAL
APPROVAL AND JUDGMENT**

Date: July 10, 2025
Time: 8:30 a.m.
Dept.: 1

Complaint filed: May 26, 2023
Trial Date: Not Set

On July 10, 2025, at 8:30 a.m., the Motion for Final Approval of Class Action and PAGA Settlement (“Motion for Final Approval”), filed by Plaintiff Andres Villalobos (“Plaintiff”), came before the Court, in Department 1, for a hearing pursuant to the Court’s Order Granting Preliminary Approval of Class Action and PAGA Settlement, dated March 10, 2025 (“Preliminary Approval Order”). Plaintiff’s Motion for Final Approval is based on the Class Action and PAGA Action Settlement and Release Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”) attached as Exhibit 1 to the Declaration of Marcus J. Bradley In Support of Plaintiff’s Motion For Preliminary Approval of Class Action and PAGA Settlement filed on January 14, 2025. Since full and adequate notice was given to the Settlement Class as required in the Court’s Preliminary Approval Order, and the Court considered all the papers filed and proceedings held herein, it is **ORDERED, ADJUDGED AND DECREED THAT:**

1. All terms used in this Order of Final Approval and Judgment (“Order”) shall have the same meanings given as those terms are used and/or defined in the Settlement.

2. In this wage-and-hour class action lawsuit, Plaintiff sued Defendant International Line Builders, Inc. (“Defendant”) for various Labor Code violations. The operative complaint alleges the following: (1) Failure to Pay Overtime Wages in Violation of Labor Code sections 510 and 1198; (2) Failure to Pay All Wages and Minimum Wages in Violation of Labor Code sections 1182, 1194, 1197, and 1198; (3) Failure to Provide Compliant Meal Breaks in Violation of Labor Code section 226.7; (4) Failure to Provide Compliant Rest Breaks in Violation of Labor Code section 226.7; (5) Failure to Provide Sick Pay in Violation of Labor Code section 246; (6) Failure to Provide COVID-19 Supplemental Paid Sick Leave in Violation of Labor Code section 248.6; (7) Failure to Timely Pay Wages During Employment in Violation of Labor Code section 204; (8) Failure to Timely Furnish Accurate Itemized Wage Statements in Violation of Labor Code section 226(a); (9) Waiting Time Penalties Pursuant to Labor Code sections 201 and 203; (10) Violations of Business & Professions Code section 17200 et seq.; and (11) Civil Penalties under PAGA. Defendant has denied all such claims and allegations in its responsive pleadings.

3. This Court has jurisdiction over the subject matter of the Action and over all Parties to the Action, including all Settlement Class Members.

1 4. For settlement purposes only, the Court finally certifies the Class, as defined in the
2 Settlement Agreement, as follows: all current and former California non-exempt hourly employees
3 within Defendant’s Civil Division, who worked at any time during the period from May 26, 2019,
4 to December 4, 2024 (“Class Period”).

5 5. The Court deems this definition sufficient for the purpose of California Rule of
6 Court 3.765(a) and certifies the Class solely for purposes of effectuating the Settlement.

7 6. The Court finds an ascertainable class of 635 prospective Class Members is present
8 and a well-defined community of interest exists on the questions of law and fact involved. This is
9 because in the context of the Settlement: (a) all related matters predominate over any individuals
10 questions; (b) Plaintiff’s claims are typical of the claims of the Class Members; (c) in negotiating,
11 entering and implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately
12 represented and protected the interest of the Class Members; (d) a class action is superior to other
13 available methods for an efficient adjudication of this controversy; and (e) Class Counsel are
14 qualified to serve as counsel for the Class Representative and the Class.

15 7. The Court hereby approves the terms set forth in the Settlement Agreement and
16 finds the Settlement is, in all respects, fair, adequate, and reasonable, consistent, and compliant
17 with all applicable requirements of the Code of Civil Procedure, the California and United States
18 Constitutions, including the Due Process clauses, the California Rules of Court, and any other
19 applicable law, and in the best interest of each of the Parties and Class Members.

20 8. The Court directs the Parties to effectuate the Settlement according to its terms and
21 declares the Settlement to be binding on all Parties and all Class Members.

22 9. The Court finds the Settlement Agreement was reached because of informed and
23 non-collusive arm’s-length negotiations. The Court further finds the Parties have conducted
24 extensive investigation and research, and their attorneys were able to reasonably evaluate the
25 Parties’ respective positions.

26 10. The Court also finds the Settlement now will avoid additional and potentially
27 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
28 case. Additionally, after considering the monetary recovery provided as part of the Settlement

1 considering the challenges posed by continued litigation, the Court concludes Class Counsel
2 secured significant relief for the Class Members.

3 11. The Settlement Agreement is not an admission by Defendant, nor is this Order a
4 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order,
5 the Settlement Agreement, any document referred to herein, nor any action taken to carry out the
6 Settlement Agreement, shall be construed as, or may be used as, an admission of any fault,
7 wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

8 12. The Court finds the terms of the Settlement Agreement, including the Gross
9 Settlement Amount and the Individual Settlement Payments are fair, adequate, and reasonable to
10 the Class and to each Class Member, and the Court grants final approval of the Settlement set forth
11 in the Settlement Agreement, subject to this Order. As discussed in greater detail below, the Court
12 approves the following allocations from the Gross Settlement Amount, which fall within the ranges
13 stipulated by and through the Settlement Agreement:

- 14 a) The \$155,666.67 amount requested by Class Counsel (Majarian Law Group, APC
15 and Bradley/Grombacher, LLP) as the attorneys' fees is fair and reasonable
16 considering the benefit obtained for the Class. The Court grants final approval of,
17 awards, and orders payment of said amount from the Gross Settlement Amount in
18 accordance with the Settlement Agreement as the attorneys' fees;
- 19 b) The \$15,960.37 in litigation costs requested by Class Counsel as reimbursement of
20 expenses is fair and reasonable. The Court grants final approval of, and orders
21 payment of said amount from the Gross Settlement Amount in accordance with the
22 Agreement;
- 23 c) The \$10,000.00 requested by Plaintiff Andres Villalobos as the Class Representative
24 Enhancement Payment is fair and reasonable. The Court grants final approval of,
25 and orders payment of said amount from the Gross Settlement Amount in
26 accordance with the Settlement;
- 27 d) The \$20,000.00 designated as payment to ILYM Group, Inc. ("ILYM"), the
28 Settlement Administrator, as the administration expenses, is fair and reasonable.

1 The Court grants final approval of, and orders payment of said amount to the
2 Settlement Administrator from the Gross Settlement Amount in accordance with the
3 Settlement Agreement; and

- 4 e) The \$20,000 allocation assigned as claims under the Private Attorneys General Act
5 of 2004 (“PAGA”) is fair and reasonable. The Court grants final approval and
6 orders payment of seventy-five percent (75%) thereof (\$15,000.00) from the Gross
7 Settlement Amount to the California Labor and Workforce Development Agency
8 (“LWDA”), with the remainder (\$5,000.00) distributed to PAGA Members in
9 accordance with the Settlement Agreement.

10 13. Except for the payments due under the Settlement Agreement, the Parties are each
11 to bear their own attorneys’ fees and costs.

12 14. The Court orders the Parties to comply with and carry out all terms and provisions
13 of the Agreement, to the extent the terms thereunder do not conflict with this Order, in which case
14 the provisions of the Order shall take precedence and supersede the Agreement.

15 15. Nothing in the Settlement Agreement or this Order purports to extinguish or waive
16 Defendant’s right to continue to oppose the merits of the claims in the Action, or class treatment of
17 the claims in the Action, if the Settlement Agreement fails to become final or effective, or in any
18 other case without limitation. Neither the Settlement Agreement, this Order, nor the subsequent
19 Court Judgment is a finding that certification of the Class is proper for any purpose or proceeding
20 other than for settlement purposes.

21 16. The Court is satisfied the Settlement Administrator completed the distribution of the
22 Notice Packet in a manner that comports with California Rule of Court 3.766 and due process. The
23 Court finds said notice was the best notice practicable under the circumstances.

24 17. On March 31, 2025, Defendant delivered to the Settlement Administrator the Class
25 List that contained data for 635 Class Members. On April 10, 2025, the Settlement Administrator
26 mailed Notice Packets to the 635 prospective Class Members via regular First-Class U.S. Mail and
27 indicated the Response Deadline was May 25, 2025. There were only ten (10) undelivered Notice
28 Packets. The Settlement Administrator received no disputes, no objections, and only one (1)

request for exclusion from Francisco B. Rojas Santos.

18. The Court approves the Agreement. All Parties, including each and all Class Members, are bound by this Order and by the Agreement. By extension, all Class Members shall be deemed to have entered the Agreement.

19. Plaintiff is the Court-appointed class representative.

20. Garen Majarian and Sahag Majarian II of Majarian Law Group, APC and Marcus J. Bradley and Kiley L. Grombacher of Bradley/Grombacher, LLP are the Court-appointed Class Counsel.

21. Defendant and Released Parties are discharged from all released claims in accordance with the terms of the Settlement Agreement. All Class Members shall be bound by the Settlement Agreement and this Order, including the release of claims in favor of Defendant and the other Released Parties as set forth in the Settlement Agreement. Class Members are permanently barred from prosecuting against Defendant and the other Released Parties any and all of the Released Class Claims as defined in the Settlement Agreement.

22. Plaintiff is bound to the general release of claims against Defendant and the other Released Parties as set forth in the Agreement and is permanently barred from prosecuting against Defendant and the other Released Parties for any and all of the Plaintiff's released claims as defined in the Agreement. Plaintiff and PAGA Members are also bound by the Agreement and Order with respect to the Released PAGA Claims.

23. The Settlement Administrator is hereby directed to mail the Individual Settlement Payments in envelopes that bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED" and take all other actions in furtherance of the settlement administration.

24. As set forth in the Settlement Agreement, all settlement checks will remain negotiable for one hundred and eighty (180) calendar days. Any check not cashed within one hundred and eighty (180) calendar days will be void. After the check void date and to allow for any outstanding re-issued checks), in accordance with the terms of the Parties' Settlement Agreement, the necessary paperwork to report the unclaimed funds will be sent to the California State Controller's Office - Unclaimed Property Fund. In this submission, ILYM will provide the name,

1 contact information, social security number, and unclaimed amount for each individual. ILYM
2 Group will continue to hold these unclaimed funds until the State Controller's Office of Unclaimed
3 Property directs ILYM Group, Inc. to transmit the funds subsequent to the following process: the
4 State Controller's Office will then use the information provided in the aforementioned paperwork
5 to contact the individuals to notify them that they have unclaimed funds and how to obtain them
6 The Settlement Administrator shall provide a declaration of deposit with the State Controller's
7 Unclaimed Property Fund, which will be served on the Parties' counsel within ten (10) calendar
8 days of payment of the residual to such beneficiary. Any costs associated with administering the
9 remaining funds herein or payments to the State Controller's Unclaimed Property Fund (e.g., bank
10 stop-payment charges, settlement administration costs associated with any reserve amount) will be
11 deducted before the deposit into the State Controller's Unclaimed Property Fund. These uncashed
12 checks shall remain with the Settlement Administrator and not be distributed to the State
13 Controller's Unclaimed Property Fund until the court has entered an amended judgment pursuant
14 to Code of Civil Procedure section 384(a).

15 25. The Settlement Administrator shall mail a reminder postcard to any Class Members
16 whose settlement checks have not been negotiated within sixty (60) days after the date of mailing.

17 26. If any of the Class Members are current employees of Defendant, the distribution
18 mailed to those employees is returned to the Settlement Administrator as being undeliverable, and
19 the Settlement Administrator is unable to locate a valid mailing address, the Settlement
20 Administrator shall arrange with Defendant to have those distributions delivered to the employees
21 at their place of employment.

22 27. Once the Court grants this Order, the Settlement Administrator will mail a notice of
23 entry of judgment to Class Members alongside their Individual Settlement Payment checks via
24 First-Class U.S. Mail. The notice of entry of judgment will state, "The Superior Court of
25 California, County of Riverside, granted final approval of the *Andres Villalobos v. International*
26 *Line Builders, Inc.* matter, Case No. CVRI2302769, on July 10, 2025. Pursuant to this, the
27 Settlement Administrator has enclosed your Individual Settlement Payment check alongside this
28 notice of entry of judgment."

1 28. Without affecting the finality of this Order in any way, this Court hereby retains
2 continuing jurisdiction over: (a) implementation of the Agreement and any award or distribution of
3 the Gross Settlement Amount, including interest earned thereon; (b) disposition of the Gross
4 Settlement Amount; and (c) all Parties hereto for the purpose of construing, enforcing, and
5 administering the Agreement.

6 29. Without affecting the finality of this Order, the Court shall retain continuing
7 jurisdiction over this Action and the Parties, including all Class Members and over all matters
8 pertaining to the implementation and enforcement of the terms of the Settlement. Except as
9 provided to the contrary herein, any disputes or controversies arising with respect to interpretation,
10 enforcement, or implementation of the Settlement shall be presented by motion to the Court for
11 resolution.

12 30. There is no just reason for any delay in the entry of this Order approving the
13 Settlement. Pursuant to this, immediate entry by the Clerk of the Court is expressly directed.

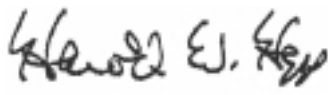
14 31. A Final Report (Nonappearance) Hearing is scheduled on July 10, 2026 at 8:30 a.m.
15 before this same court and department. On July 2, 2026, Plaintiff shall file a report (declaration)
16 concerning the amount of money distributed in addition to a proposed amended judgment.

17 32. Final Judgment is hereby entered in conformity with the Settlement Agreement and
18 this Court's Preliminary Approval Order dated March 10, 2025.

19 33. This Order is intended to be a final disposition of the above-captioned action in its
20 entirety and is intended to be immediately appealable. Subject to the Court's continuing
21 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Order.

22 **IT IS SO ORDERED.**

23
24 DATED: July 14, 2025

25 
26 _____
27 HON. HAROLD W. HOPP
28 JUDGE OF THE SUPERIOR COURT