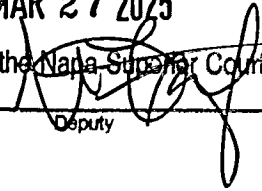


FILED

MAR 27 2025

Clerk of the Napa Superior Court
By: 
Deputy

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individually and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA

RUEL APRUEBO, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

ADVANCED PRESSURE
TECHNOLOGY, a California corporation;
and DOES 1 through 20, inclusive,

Defendants.

Case No. 23CV000696

*Assigned for all purposes to
Hon. Cynthia P. Smith
Dept. A*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
PAGA AND CLASS ACTION
SETTLEMENT**

Date: February 19, 2025

Time: 8:30 a.m.

Dept: A

1 This matter came on for hearing on February 19, 2025, at 8:30 a.m., in Department A of
2 the above-captioned Court on the unopposed Motion for Final Approval of PAGA and Class
3 Action Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting
4 Preliminary Approval filed October 7, 2024, this Court's order filed November 6, 2024
5 amending the Order Granting Preliminary Approval of PAGA and Class Action Settlement,
6 and the Class Action and PAGA Settlement Agreement and Class Notice ("Agreement" or
7 "Settlement"), a copy of which was filed in conjunction with the Plaintiff's Motion for
8 Preliminary Approval of PAGA and Class Action Settlement.

9 Having received and considered the Agreement, the supporting papers filed by the Parties,
10 and the evidence and argument received by the Court in conjunction with the unopposed Motion
11 for Preliminary Approval of PAGA and Class Action Settlement heard on October 4, 2024 and
12 the instant Motion for Final Approval, the Court grants final approval of the Settlement and
13 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

14 1. Pursuant to the Order Granting Preliminary Approval, a Class Notice was sent to
15 each Class Member by first-class mail. These papers informed the Class of the terms of the
16 Settlement, their right to receive an Individual Class Payment, their right (a) to comment on or
17 object to the Settlement, (b) to request exclusion from the Settlement and pursue their own
18 remedies, and (c) of their right to appear in person or by counsel at the final approval hearing and
19 to be heard regarding approval of the Settlement. Adequate periods of time were provided by
20 each of these procedures. No member of the Class filed written objection to the proposed
21 Settlement as part of this notice process or stated an intention to appear at the final approval
22 hearing.

23 2. The Court finds and determines that this notice procedure afforded adequate
24 protections to Class Members and provides the basis for the Court to make an informed decision
25 regarding approval of the Settlement based on the responses of the Class. The Court finds and
26 determines that the notice provided in this case was the best notice practicable, which satisfied
27 the requirements of law and due process.

3. With respect to the Class and for purposes of approving this Settlement only, this Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a well-defined community of interest among members of the Class with respect to the subject matter of the Action; (c) the claims of Class Representative Ruel Apruebo are typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately protected the interests of the members of the Class; (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 Plaintiff in their individual and representative capacities for the Class.

4. The Court has certified a Class, as that term is defined in and by the terms of the Agreement as all current and former non-exempt employees employed by Advanced Pressure Technology, at any time during the Class Period of December 12, 2018 to June 30, 2024 and the Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

6. The Court hereby confirms Plaintiff Ruel Apruebo as the Class Representative in this Action.

7. The Court finds and determines that the terms set forth in the Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms, having found that the Settlement was reached as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive investigation, research, and discovery and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that the Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of the Settlement and recognizes the significant value accorded to the Class.

8. The Court further finds and determines that the terms of the Settlement are fair, reasonable and adequate to the Class and to each Participating Class Member and that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

9. The Court hereby approves the Gross Settlement Amount of \$3,985,000.00.

10. The Court finds and determines that the Individual Class Payments to be paid to Participating Class Members as provided for by the Settlement are fair and reasonable. The Court hereby gives final approval to and orders the payment of those amounts be made to the Participating Class Members in accordance with the Agreement.

11. The Court finds and determines that payment to the California Labor and Workforce Development Agency of \$75,000.00 as its share of the settlement of civil penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that the payment of that amount be paid in accordance with the Agreement.

12. The Court finds and determines that the fees and expenses in administering the Settlement incurred by ILYM Group, Inc. in the amount of \$10,500.00, are fair and reasonable. The Court hereby gives final approval to and orders that the payment of that amount in accordance with the Settlement.

13. The Court finds and determines the Class Representative Service Payment of \$5,000.00 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to make this payment to the Plaintiff/Class Representative in accordance with the terms of the Agreement.

14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of \$1,328,333.33 and litigation costs of \$18,810.43. The Court finds such amounts to be fair and reasonable. The Court hereby orders the Settlement Administrator to make these payments in accordance with the terms of the Settlement Agreement.

1 15. Without affecting the finality of this order or the entry of judgment in any way,
2 the Court retains jurisdiction of all matters relating to the interpretation, administration,
3 implementation, effectuation, and enforcement of this order and the Settlement.

4 16. Neither Defendant nor any related persons or entities shall have any further
5 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
6 except as provided for by the Agreement.

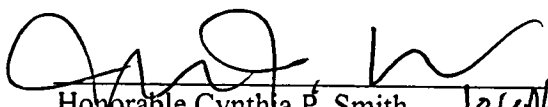
7 17. Neither the making of the Agreement nor the entry into the Agreement constitutes
8 an admission by Defendant, nor is this order a finding of the validity of any claims in this case or
9 of any other wrongdoing. Further, the Agreement is not a concession, and shall not be used as an
10 admission of any wrongdoing, fault, or omission of any entity or persons; nor may any action
11 taken to carry out the terms of the Agreement be construed as an admission or concession by or
12 against Defendant or any related person or entity.

13 18. Nothing in this order shall preclude any action to enforce the Parties' obligations
14 under the Settlement or under this order, including the requirement that Defendants make
15 payment to the Participating Class Members in accordance with the Settlement.

16 19. This Judgment is intended to be a final disposition in its entirety of the above
17 captioned action. Without affecting the finality of this judgment in any way, the Court retains
18 jurisdiction of all matters relating to the interpretation, administration, implementation,
19 effectuation, and enforcement of the Settlement pursuant to C.C.P. § 664.6.

20 20. The Parties will bear their own costs and attorneys' fees except as otherwise
21 provided by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.

22
23 DATED: 3/27/25

24 
25 Honorable Cynthia P. Smith Joseph J. Goss
26 JUDGE OF THE SUPERIOR COURT
27
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