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8 Attorneys for Plaintiffs
DEON-DRA HARRIS, JONATHAN
9 ANDRADE ALONZO, and OMAR SOTO,
individually and on behalf of other persons
10 similarly situated

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SAN BERNARDINO

13 DEON-DRA HARRIS an individual,
JONATHAN ANDRADE ALONZO, an
14 individual, and OMAR SOTO, an individual,
on behalf of themselves and other persons
15 similarly situated,

16 Plaintiffs,

17 vs.

18 HULCHER SERVICES, INC. a Delaware
corporation; and DOES 1 through 50,
19 inclusive,

20 Defendants.
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 11 2026

BY Amie Arcoyo
AMIE ARCOYO DEPUTY

Case No.: CIVSB2331186

[Assigned for all purposes to the Honorable
Stephanie Tanada, Dept. 33]

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

[Filed concurrently with Plaintiffs' Motion
for Final Approval of Class Action
Settlement; Declarations of Dalia Khalili,
Jarrod Salinas, Deon-Dra Harris, Omar
Soto, and Jonathan Andrade Alonzo]

Date: July 1, 2026

Time: 8:30 a.m.

Dept.: 33

Action Filed: November 30, 2023

FAC Filed: October 25, 2024

Trial Date: None set

1 Plaintiffs Deon-dra Harris, Jonathan Andrade Alonzo, and Omar Soto's (collectively,
2 "Plaintiffs") Motion for Final Approval of Class Action Settlement came on regularly for hearing
3 on July 1, 2026, the Honorable Stephanie Tanada presiding. Due and adequate notice having been
4 given to the Class Members, as defined below, and the Court having considered Plaintiff's motion
5 and all papers filed in support thereof, including the Amended Joint Stipulation of Class Action and
6 PAGA Settlement and Release ("Settlement" or "Agreement"), and the exhibits thereto, and any
7 objections to the proposed Settlement, and having reviewed the record in this Action, and good
8 cause appearing,

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

10 1. The Court, for purposes of this Final Order and Judgment ("Judgment"), adopts all
11 defined terms as set forth in the Agreement, attached as Exhibit 4 to the Declaration of Dalia Khalili.

12 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs,
13 Settlement Class Members, Aggrieved Employees, and defendant Hulcher Services, Inc.
14 ("Defendant").

15 3. The Court finds that the Stipulation was made and entered into in good faith and
16 hereby approve the Settlement as fair, adequate, and reasonable to all Class Members.

17 4. Solely for the purposes of effectuating the Settlement, this Court certifies a class
18 defined as follows: all persons employed by Defendant as non-exempt employees in California at
19 any time from November 30, 2019 through March 22, 2025 (the "Class Period").

20 5. The notice provided to Class Members conforms with the requirements of California
21 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court
22 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and
23 constitutes the best notice practicable under the circumstances, by providing individual notice to
24 all Class Members who could be identified through reasonable effort, as well as through
25 publication, and by providing due and adequate notice of the proceedings and of the matters set
26 forth therein. The notice fully satisfies the requirements of due process.

27 6. Upon Defendant funding the Gross Settlement Amount in full, all Settlement Class
28 Members shall fully release and discharge the Released Parties of the claims stated in the operative

1 Complaint and those based upon the facts in the complaint, including claims for (a) failure to pay
2 wages due, (b) failure to pay minimum wages, (c) failure to pay overtime wages; (d) failure to
3 provide compliant meal breaks and related premium payments, (e) failure provide compliant rest
4 breaks and related premium payments, (f) failure to provide compliant wage statements, (g) failure
5 to pay final wages, (h) unfair business practices in violation of California Business and Professions
6 Code section 17200 et seq., (i) any other claims or penalties under the wage and hour laws pleaded
7 in the FAC, and (j) all damages, penalties, interest, fees, and other amounts recoverable under the
8 claims, causes of action or legal theories of relief described above as may be available under
9 California and federal law to the extent permissible.

10 In addition, upon Defendant funding the Gross Settlement Amount in full, the State of
11 California, and anyone purporting to act on its behalf, will release all claims for civil penalties
12 under PAGA, that were alleged, or reasonably could have been alleged, based on the PAGA Period
13 facts stated in the operative complaint and the PAGA Notice. The release shall include the Released
14 Parties.

15 7. The Court finds that no Class Members have objected to the Settlement.

16 8. The Court finds that no Class Members have submitted requests for exclusion from
17 the class settlement.

18 9. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
19 the methodology used to calculate and pay each Settlement Class Member's Individual Settlement
20 Payment are fair and reasonable.

21 10. The Court hereby enters judgment against Defendant in the amount of \$245,000.00.

22 11. The Court authorizes the Settlement Administrator to pay the Individual Settlement
23 Payments to the Settlement Class Members in accordance with the terms of the Agreement.

24 12. The Court finds that Class Counsel's request for attorneys' fees in the amount of
25 \$73,500.00, which is 30 percent of the Gross Settlement Amount, is reasonable under the common
26 fund method. The Court finds that the requested fees also are reasonable under the lodestar method.
27 The number of hours Class Counsel spent prosecuting this Action is reasonable, and Class
28

1 Counsel's hourly rates are reasonable and in line with rates prevailing in the community. The Court
2 awards Class Counsel \$73,500.00 in attorneys' fees to be paid from the Gross Settlement Amount.

3 13. The Court finds that Class Counsel has incurred costs and expenses in the amount
4 of \$18,231.30. Such costs and expenses were reasonably incurred in prosecuting the Action on
5 behalf of the class. The Court awards Class Counsel \$18,231.30 in costs and expenses to be paid
6 from the Gross Settlement Amount.

7 14. The Court hereby approves the Named Plaintiffs' Enhancement and General
8 Release Payments in the amount of \$2,500.00 each, for a total of \$7,500.00, to Plaintiffs Deon-dra
9 Harris, Jonathan Andrade Alonzo, and Omar Soto for their time and effort in bringing and
10 presenting the Action, to be paid from the Gross Settlement Amount.

11 15. Ten Thousand Dollars (\$24,500.00) shall be allocated to penalties under the Labor
12 Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*, of which
13 \$18,375.00 shall be paid by the Settlement Administrator from the Gross Settlement Amount
14 directly to the California Labor and Workforce Development Agency. The remaining \$6,125.00
15 shall be distributed to Aggrieved Employees as part of their Individual Settlement Payments.

16 16. The Court hereby approves Settlement Administration Costs in the amount of
17 \$6,500.00 to be paid to the Settlement Administrator from the Gross Settlement Amount.

18 17. Pursuant to California Rules of Court Rule 3.771(b), notice of this Judgment shall
19 be provided to the Class Members by the Settlement Administrator by posting it on the Settlement
20 Administrator's website within seven (7) calendar days of entry of the Judgment.

21 18. This Judgment is intended to be the final disposition of the Action in its entirety and
22 is intended to be immediately appealable.

23 19. The Court will hold a compliance hearing regarding distribution to Participating
24 Class Members on Nov. 17 2026 at 8:30 AM in 533.

25 20. Pursuant to Code of Civil Procedure section 664.6 and California Rules of Court,
26 Rule 3.769(h), the Court shall retain jurisdiction with respect to all matters related to the
27 administration and consummation of the Settlement, including requiring the filing of a final
28 compliance status report regarding distribution to Participating Class Members, and any and all

1 claims asserted in, arising out of, or related to the subject matter of this action, including but not
2 limited to all matters related to the Settlement and the determination of all controversies relating
3 thereto.

4 21. Final judgment is hereby entered.

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6 DATED: 07/21/20, 2026


HON. STEPHANIE TANADA
JUDGE OF THE SUPERIOR COURT