

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Alexandra R. McIntosh (SBN 320904)
amcintosh@haineslawgroup.com
Aden Khachadoorian (SBN 346908)
akhachadoorian@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs

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

PAULA SOLORIO and AMALIA PALACIO-
MORENO, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

vs.

THERMAL STRUCTURES, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No.: CVRI2300532

*[Assigned for all purposes to the Hon.
Harold W. Hopp; Dept. 1]*

**~~[AMENDED PROPOSED]~~ ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FINAL
JUDGMENT**

Date: May 16, 2025
Time: 8:30 a.m.
Dept: 1

Action Filed: February 2, 2023
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on May 16, 2025, at 8:30
2 a.m., pursuant to California Rule of Court 3.769 and this Court's January 15, 2025 Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Stipulation of Settlement (herein "Settlement Agreement" or
5 "Settlement")¹ and the documents and evidence presented in support thereof, and recognizing the
6 disputed factual and legal issues involved in this case, the risks of further prosecution and the
7 substantial benefits to be received by the Settlement Class pursuant to the Settlement, the Court
8 hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is
9 the product of good-faith, arm's-length negotiations between the parties. Good cause appearing
10 therefor, the Court hereby GRANTS Plaintiffs' Motion for Final Approval of Class Action
11 Settlement and ORDERS as follows:

12 1. Final judgment is hereby entered in conformity with the Settlement Agreement
13 and this Final Approval Order.

14 2. The conditional class certification contained in the Preliminary Approval Order is
15 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
16 Class defined as:

17 All current and former non-exempt and/or hourly-paid employees who
18 worked for Defendant Thermal Structures, Inc. in the State of California at
19 any time from August 5, 2022, through December 9, 2023.

20 3. Plaintiffs Paula Solorio and Amalia Palacio-Moreno are hereby confirmed as Class
21 Representatives, and Paul K. Haines and Sean M. Blakely of Haines Law Group, APC are hereby
22 confirmed as Class Counsel.

23 4. On February 5, 2025, notice was provided to the Settlement Class as set forth in
24 the Settlement. The form and manner of notice were approved by the Court on January 15, 2025,
25 and the notice process has been completed in conformity with the Court's Order. The Court finds

26 _____
27 ¹ The Stipulation of Settlement (herein "Settlement Agreement" or "Settlement") was filed on
28 December 9, 2024 and was attached as Exhibit A to the Declaration of Sean M. Blakely in Support
of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Unless otherwise
indicated, all terms used in this Order and Final Judgment shall have the same meaning as that
assigned to them in the Settlement.

1 that said notice was the best notice practicable under the circumstances. The court-approved Class
2 Notice provided due and adequate notice of the proceedings and matters set forth therein,
3 informed Class Members of their rights, and fully satisfied the requirements of California Code
4 of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

5 5. The Court finds that no Class Member objected to the Settlement, that two (2) of
6 the 224 Class Members have opted out of the Settlement, and that the 99.11% participation rate
7 in the Settlement supports final approval. The two individuals who requested exclusion are Diana
8 Lara and Salvador Vazquez. The Court finds that one Class Member returned an incomplete
9 Objection Form stating no basis for the objection and that the Settlement Administrator reached
10 out to the Class Member who submitted the Objection Form but was unable to contact the Class
11 Member. The Court finds that to the extent the incomplete Objection Form is considered an
12 objection, it is overruled.

13 6. The Court hereby approves the settlement as set forth in the Settlement Agreement
14 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
15 according to its terms.

16 7. For purposes of settlement only, the Court finds that (a) the members of the
17 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
18 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
19 community of interest among members of the Settlement Class with respect to the subject matter
20 of the litigation; (c) the claims of the Class Representatives are typical of the claims of the
21 members of the Settlement Class; (d) the Class Representatives have fairly and adequately
22 protected the interests of the Class Members; (e) a class action is superior to other available
23 methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to
24 serve as counsel for the Class Representatives and the Settlement Class.

25 8. The Court finds that given the absence of objections to the Settlement, and
26 objections being a prerequisite to appeal, that this Order shall be considered final as of the date
27 this Order is signed.

1 9. The Court orders Defendant to deliver the Gross Fund Value of Two-Hundred
2 Fifty-One Thousand Nine Hundred Twenty Dollars and Zero Cents (\$251,920.00) to Phoenix
3 Settlement Administrators, the Settlement Administrator, as provided for in the Settlement.
4 Specifically, within five (5) business days of the Effective Date, the Settlement Administrator
5 shall provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to
6 the terms of the Settlement, including the amount of the employer contribution for payroll taxes
7 to be paid by Defendant. Within seven (7) days following the Settlement Administrator providing
8 Defendant with the amounts to be paid, Defendant shall deposit the Gross Fund Value and
9 Defendant's share of the payroll taxes into a Qualified Settlement Fund established by the
10 Settlement Administrator.

11 10. Individual Settlement Payment and/or Individual PAGA Payment checks shall be
12 negotiable for one hundred eighty (180) days after the date of their issuance. Any Settlement
13 funds that remain uncashed after one hundred eighty (180) calendar days after the date of issuance
14 shall be canceled and funds associated with such checks shall be sent to the State Controller's
15 Office pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name
16 of the Settlement Class member to whom the check was issued, until such time that they claim
17 their property.

18 11. The Court finds that the Individual Settlement Payments and/or Individual PAGA
19 Payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the
20 Settlement Administrator to distribute the individual payments in conformity with the terms of
21 the Settlement. The Court further orders that any envelop transmitting an Individual Settlement
22 Payment to a Settlement Class member shall bear the notation, "YOUR CLASS ACTION
23 SETTLEMENT CHECK IS ENCLOSED." The Court further orders that the Settlement
24 Administrator shall mail a reminder postcard to any Settlement Class member whose Individual
25 Settlement Payment and/or Individual PAGA Payment check has not been negotiated within sixty
26 (60) days after the initial date of mailing. The Court further orders that if any of the Settlement
27 Class members are Defendant's current employees and the Individual Settlement Payment and/or
28 Individual PAGA Payment mailed to those current employees is returned to the Settlement

1 Administrator as being undeliverable, and the Settlement Administrator is unable to locate a valid
2 mailing address, the Settlement Administrator shall arrange with Defendant to have those
3 settlement checks delivered to the employees at their place of employment.

4 12. The Court finds that enhancement payments in the amount of \$7,500.00 for each
5 Plaintiff (totaling \$15,000.00) are appropriate for their risks undertaken and service to the
6 Settlement Class. The Court finds that these payments are fair, reasonable, and adequate, and
7 orders that the Settlement Administrator make these payments in conformity with the terms of
8 the Settlement.

9 13. The Court finds that attorneys' fees in the amount of \$83,973.33 and actual
10 litigation costs of \$10,548.41 for Class Counsel, are fair, reasonable, and adequate in light of the
11 common fund created by the Settlement, and orders that the Settlement Administrator distribute
12 these payments to Class Counsel in conformity with the terms of the Settlement.

13 14. The Court orders that the Settlement Administrator shall be paid \$8,500.00 from
14 the Gross Fund Value in conformity with the terms of the Settlement, for all of its work done and
15 to be done until the completion of this matter and finds that sum appropriate.

16 15. The Court finds that the payment to the California Labor & Workforce
17 Development Agency ("LWDA") in the amount of \$15,000.00 for its 75% share of the \$20,000.00
18 settlement of Plaintiffs' representative claims under the California Labor Code Private Attorneys
19 General Act ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator
20 to distribute this payment to the LWDA in conformity with the terms of the Settlement. The
21 remaining 25% or \$5,000.00 of the PAGA Amount is to be distributed to the 224 Aggrieved
22 Employees in conformity with the terms of the Settlement.

23 16. The Settlement is not an admission by Defendant, nor is this Order and Final
24 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither
25 this Order and Final Judgment, the Settlement, nor any document referred to herein, nor any action
26 taken to carry out the Settlement, shall be construed or deemed an admission of liability,
27 culpability, or wrongdoing on the part of Defendant.

1 17. As of the date of this Order and Final Judgment, and upon the complete funding
2 of the Gross Fund Value, Plaintiffs and all participating Class Members, except Diana Lara and
3 Salvador Vazquez, who submitted timely Request for Exclusions, shall fully release and
4 discharge Defendant and its past, present and future parent company, predecessors, directors,
5 officers, employees and agents (collectively the “Released Parties”) of all claims, rights, demands,
6 damages, liabilities and causes of action, in law and equity, arising any time during the
7 PAGA/Class Period for the claims alleged by Plaintiffs in the Action and FAC or that could have
8 been reasonably alleged in the Action and FAC based on the facts stated therein against Defendant
9 and shall specifically include claims for Defendant’s alleged failure to pay overtime wages;
10 failure to pay minimum wages; any claims for additional wages owed due to “off the clock” work,
11 rounding and/or any other theory; failure to provide meal periods or compensation in lieu thereof;
12 failure to provide rest periods or compensation in lieu thereof; failure to timely pay all wages due;
13 failure to pay all wages earned at least twice during each calendar month; waiting time penalties;
14 wage statement violations failure to keep and maintain accurate payroll records; unfair
15 competition under Bus. & Prof. Code section 17200 *et seq.* (in connection with the allegations
16 brought in the Action); violation of Labor Code sections 201, 202, 203, 204, 210, 216, 218.5,
17 218.6, 226, 226(a), 226(c), 226(e), 226.3, 226.7, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194,
18 1194.2, 1197 1197.1, 1198, 1198.5, and/or violations of California Wage Order 1 and Wage Order
19 1 sections 3, 4, 7, 11 and 12 and/or claims for attorneys’ fees under Code of Civil Procedure
20 section 1021.5 and/or claims for interest under Civil Code Sections 3287(b) and 3289 and/or
21 claims for associated statutory penalties (collectively, the “Released Class Claims”). This release
22 shall run from August 5, 2022, through December 9, 2023.

23 18. Additionally, Plaintiffs and PAGA Members who were employed with Defendant
24 during the PAGA/Class Period shall release and forever discharge Released Parties for civil
25 penalties under the PAGA as alleged or that could have reasonably been alleged in the Action and
26 PAGA Notice based on the facts stated therein against Defendant. This release also includes a
27 release from the State of California (to the extent Plaintiff is permitted to provide such a release
28 for the State of California for the PAGA/Class Period) of all PAGA claims alleged or that could

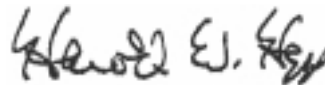
1 have been alleged in the Action and PAGA Notice based on the facts stated therein against
2 Defendant (collectively, the “Released PAGA Claims”). PAGA Members are precluded from
3 further litigating any claim for PAGA penalties covered by the Settlement as provided in *Arias v.*
4 *Superior Court* (2009) 46 Cal.4th 969.

5 19. This document shall constitute a final judgment pursuant to California Rule of
6 Court 3.769(h) which provides, “If the court approves the settlement agreement after the final
7 approval hearing, the court must make and enter judgment. The judgment must include a
8 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
9 judgment. The court may not enter an order dismissing the action at the same time as, or after,
10 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, this Final
11 Approval Order, and the Judgment entered in connection with the Settlement. The Settlement
12 Administrator shall give notice of this Judgment by posting this Final Judgment on its website.

13 20. The Settlement Administrator shall file a declaration regarding the disbursement
14 of Settlement funds on or before May 22, 2026. A Final Accounting Hearing is set for June 1,
15 2026 at 8:30 a.m.

16
17 **IT IS SO ORDERED.**

18
19 Dated: May 28, 2025



Honorable Harold W. Hopp
Judge of the Superior Court