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Superior Court of California,
County of Kern

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

OLEGARIO VALDEZ-GARCIA, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

BAKERSFIELD ARC, INC., a California
Corporation; BAKERSFIELD ARC
FOUNDATION, a California corporation; and
DOES 1 through 100,

Defendants.

Case No. BCV-23-103290

*[Case assigned for all purposes to the Hon.
Bernard C. Barmann, Jr.; Dept. H]*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: January 29, 2026

Time: 8:30 a.m.

Dept: H

Action Filed: October 2, 2023

Trial Date: None Set

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1. This Final Approval Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used, but not defined herein, shall have the same meanings as in the Settlement Agreement.
2. Final judgment is hereby entered in conformity with the Settlement Agreement and this Final Approval Order.
3. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, the following Settlement Class:

All persons who were employed by Defendant Bakersfield ARC, Inc. in California as an hourly-paid or non-exempt employee from October 2, 2022 through August 12, 2025 (the “Class Period”) to provide services to Bakersfield ARC’s clients.
4. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines, Sean M. Blakely, and Joel M. Gordon of Haines Law Group, APC are hereby confirmed as Class Counsel.
5. Notice was provided to Settlement Class members as set forth in the Settlement, which was approved by the Court on August 12, 2025, and the notice process has been completed

1 in conformity with the Settlement and the Court’s Preliminary Approval Order. The Court finds
2 that said notice was the best notice practicable under the circumstances. The Class Notice
3 provided due and adequate notice of the proceedings and matters set forth therein, informed
4 Settlement Class members of their rights, and fully satisfied the requirements of California Code
5 of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process. The Class Notice
6 fairly and adequately described the Settlement and provided Settlement Class members with
7 adequate instructions and a variety of means to obtain additional information.

8 6. The Court finds that no Settlement Class member objected to the Settlement, that
9 nine Settlement Class members opted out of the Settlement, and that the 95.87% participation rate
10 in the Settlement supports final approval.

11 7. The Court hereby approves the settlement as set forth in the Settlement as fair,
12 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
13 terms.

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

23 9. The Court finds that given the absence of objections to the Settlement, this Order
24 shall be considered final as of the date of entry.

25 10. The Court finds that the Settlement Payments, as provided for in the Settlement,
26 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
27 Settlement Payments in conformity with the terms of the Settlement.

28 11. The Court orders Defendant Bakersfield ARC, Inc. (“Defendant”) to deposit the

Gross Settlement Amount of \$150,000.00 with the Settlement Administrator, Phoenix Settlement Administrators, within fourteen (14) calendar days of the Effective Date.

12. The Court finds that a Service Payment in the amount of \$5,000.00 to Plaintiff is appropriate for Plaintiff's risks undertaken and his service to the Settlement Class. The Court finds that this payment is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

13. The Court finds that attorneys' fees in the amount of \$50,000.00 and litigation costs of \$18,072.81 for Class Counsel are fair, reasonable, and adequate in light of the common fund created by the Settlement, and orders that the Settlement Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

14. The Court orders that the Settlement Administrator shall be paid \$7,950.00 from the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be done until the completion of this matter and finds that sum appropriate.

15. The Court finds that the payment to the California Labor & Workforce Development Agency ("LWDA") in the amount of \$11,250.00 for its share of the settlement of Plaintiff's representative claims under the PAGA is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement.

16. At least 5 business days prior to Defendant's deadline for funding the Gross Settlement Amount, the Settlement Administrator will provide the Parties with an accounting of the settlement payment and employer portion of payroll taxes to be paid by Defendants pursuant to the terms of the Settlement.

17. Within 14 days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will disburse the settlement funds.

18. This Court orders that any settlement checks shall be negotiable for 180 calendar days from the date of issuance of the check, and that any settlement checks that remain uncashed after 180 days after they are mailed shall be transmitted to Court Appointed Special Advocates of Kern, consistent with Code of Civil Procedure Section 384, subd. (b). All Participating Settlement

1 Class members and Aggrieved Employees shall be bound by the terms and conditions of this
2 Settlement Agreement regardless of whether or not they cash or otherwise negotiate their
3 Individual Class Payment and/or Individual PAGA Payment check.

4 19. As of the Effective Date and upon Defendant's complete funding of the Gross
5 Settlement Amount and funding of all Employer Taxes owed on the Wage Portion of the
6 Individual Class Payments, Plaintiff and every member of the Settlement Class will fully release
7 and discharge Defendants and each of their former, future, and present parent, joint venturers, and
8 affiliated corporations and partnerships; their directors, officers, shareholders, owners, members,
9 managers, partners, customers, employees, agents, attorneys, insurers, predecessors, successors,
10 assigns, subsidiaries; and any other individuals, entities, successors, assigns, or legal
11 representatives who could be liable for any of the Released Claims, (collectively the "Released
12 Parties"), as follows: Participating Class Members, on behalf of themselves and their respective
13 former and present representatives, agents, attorneys, heirs, dependents, administrators, devisees,
14 legatees, executors, trustees, conservators, guardians, personal representatives, successors, and
15 assigns, whether individual, class, representative, legal, equitable, direct or indirect, or any other
16 type of any capacity, shall and do hereby forever release, discharge, and agree to hold harmless
17 the Released Parties from (i) all claims, rights, demands, liabilities, and causes of action, in law
18 or in equity, arising at any time during the Class Period for the claims brought by Plaintiff in the
19 Operative Class Complaint, or that could have been brought by Plaintiff, based on the facts alleged
20 therein or in the PAGA Notice, including claims for: (1) failure to pay all overtime wages
21 (including, but not limited to, due to alleged off the-clock work, rounding, improper calculation
22 of wages, invalid alternative workweek schedules, and otherwise underpaid wages); (2) minimum
23 wage violations (including, but not limited to, due to alleged off the-clock work, rounding,
24 improper calculation of wages, and otherwise underpaid wages); (3) meal period violations
25 (including, but not limited to, alleged non-compliant first and second meal breaks, invalid on-duty
26 meal periods, remaining on premises or on-duty during meal periods, off-the-clock work,
27 rounding, improper calculation of meal period premiums, and any failure to pay meal period
28 premiums); (4) rest period violations (including, but not limited to, alleged non-compliant rest

breaks, insufficient or interrupted rest breaks, remaining on premises or on-duty during rest breaks, off-the-clock work, rounding, improper calculation of rest break premiums, and any failure to pay rest break premiums); (5) failure to reimburse employees for necessary business expenditures (including, but not limited to, alleged failure to pay sufficient cell phone, PPE, and mileage reimbursements); (6) failure to timely pay wages during and upon termination of employment; (7) wage statement violations; and (8) unfair and unlawful business practices arising out of the violations referenced in the Action; and (ii) Any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities, expenses, and losses alleged in the Operative Class Complaint, or that could have been alleged based upon the facts alleged in the operative complaint during the Class Period (“Released Class Claims”). To the extent based on facts alleged on the Operative Complaint or the PAGA Letter, the Released Class Claims encompass all claims pursuant to the applicable IWC Wage Order (including Wage Order 4), and Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2800, 2802, 2804. In addition, all Settlement Class members (regardless of whether they opt out) who worked for Defendant at any time from October 2, 2022 through August 12, 2025 (the “PAGA Period”) are “Aggrieved Employees” and shall release on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, rights, demands, liabilities and causes of action for civil penalties under the PAGA, that Aggrieved Employees have had, now have, or may have in the future against Released Parties based on any acts or omissions occurring during the PAGA Period and based on the claims alleged or that reasonably could have been alleged based on the facts stated in the Action or the PAGA Notice, including, but not limited to, any and all claims for PAGA penalties pursuant to Wage Order 4-2001 and Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2698, 2699, 2699.3 2802, 2804 (the “Released PAGA Claims”).

20. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h), which provides, “If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision

1 for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment.
2 The court may not enter an order dismissing the action at the same time as, or after, entry of
3 judgment." The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,
4 and this Judgment.

5 21. Notice of this Final Approval Order and Judgment shall be given to the Settlement
6 Class members by posting a copy of the Final Approval Order and Judgment on the Settlement
7 Administrator's website for a period of at least sixty (60) calendar days after the date of entry of
8 this Final Approval Order and Judgment. Individualized notice is not required.

9 22. Plaintiff shall file a Final Disbursement Declaration on or before December 15,
10 2026. A Non-Appearance Case Review Re: Filing of Final Disbursement Declaration is set for
11 January 29, 2027, ~~2026~~ at 10:00 a.m..

12 **IT IS SO ORDERED.**

13
14 Dated: January 29, 2026, ~~2026~~


Honorable Bernard C. Barnhart, Jr.
Judge of the Superior Court