

1 **JUSTICE FOR WORKERS, P.C.**

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BENITO**

10
11 ERIC ECHEVERRIA, an individual and on
behalf of all others similarly situated;

12 Plaintiff,

13 vs.
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15 FIRECLAY TILE, INC., a Delaware
corporation; and DOES 1 through 50,

16 Defendants.
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Case No.: CU-23-00249

[Assigned for All Purposes to:
Hon. J. Omar Rodriguez, Dept. 1]

**(PROPOSED) JUDGMENT AND ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT, CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT, AND ATTORNEY'S FEES
AND COSTS**

DATE: May 7, 2025

TIME: 10:30 a.m.

DEPT.: 1

Action Filed: November 3, 2023

Trial Date: Not Set

1 The Motion of Plaintiff Eric Echeverria (“Plaintiff”) for Final Approval of Class and
2 PAGA Action Settlement, Class Representative Enhancement Payment, and Attorneys’ Fees and
3 Costs (“Final Approval Motion”) came on regularly for hearing before this Court on May 7, 2025
4 pursuant to California Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary
5 Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the
6 parties’ Class Action and PAGA Settlement Agreement (“Settlement Agreement”)¹, and the
7 documents and evidence presented in support thereof, and recognizing the sharply disputed factual
8 and legal issues involved in this case, the risks of further prosecution, and the substantial benefits to
9 be received by the Class pursuant to the Settlement, the Court hereby makes a final ruling that the
10 Settlement is fair, reasonable, and adequate pursuant to California Code of Civil Procedure § 382,
11 and is the product of good faith, arm’s-length negotiations between the parties. Good cause
12 appearing therefor, the Court hereby GRANTS Plaintiff’s Final Approval Motion and hereby
13 ORDERS the following:

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

16 2. The conditional class certification is hereby made final, and the Court thus certifies,
17 for purposes of the Settlement, the following Class:

18 All persons employed by Defendant Fireclay Tile, Inc. in California and classified
19 as a non-exempt, hourly employee and who worked for Defendant between
November 3, 2019 to July 3, 2024 (the “Class Period”).

20 3. The Court hereby confirms Plaintiff as the Class Representative; William C. Sung
21 and Tiffany L. Luu of Justice for Workers, P.C. as Class Counsel; and Apex Class Action LLC as
22 the Administrator.

23 4. Notice was provided to Class Members as set forth in the Settlement, which was
24 approved by the Court on October 9, 2024, and the notice process has been completed in conformity
25 with the Settlement and the Court's Preliminary Approval Order. The Court finds that said notice
26 was the best notice practicable under the circumstances, and that individual notice was provided to
27 _____

28 ¹ All defined terms contained herein shall have the same meanings as set forth in the Settlement Agreement.

1 all Class Members who could be identified through reasonable effort. The Class Notice provided
2 due and adequate notice of the proceedings and matters set forth therein.

3 5. The Court finds that no Class Member objected to the Settlement, that no Class
4 Member opted out of the Settlement, and that the 100% participation rate in the Settlement supports
5 final approval.

6 6. The Court further finds that the Settlement is fair, reasonable, and adequate, and
7 orders the Parties to effectuate the Settlement according to its terms.

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

16 8. The Court finds that given the absence of objections to the Settlement, this Order
17 shall be considered final as of the date of entry.

18 9. The Court finds that the Individual Class Payments and Individual PAGA Payments,
19 as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Administrator to
20 distribute the Individual Class Payments and Individual PAGA Payments in conformity with the
21 terms of the Settlement.

22 10. The Court orders Defendant Fireclay Tile, Inc. ("Defendant") to deposit the Gross
23 Settlement Amount of \$340,000.00 and employer payroll taxes with the Administrator within 15
24 calendar days of the Effective Date.

25 11. The Court finds that a Class Representative Service Payment in the amount of
26 \$10,000.00 to the Plaintiff is appropriate for Plaintiff's service to the Class. The Court finds that this
27 payment is fair, reasonable, and adequate, and orders that the Administrator make this payment in
28 conformity with the terms of the Settlement

1 12. The Court finds that attorney’s fees in the amount of \$113,333.33 and litigation costs
2 of \$13,729.12 for Class Counsel are fair, reasonable, and adequate in light of the common fund
3 created by the Settlement, and orders that the Administrator distribute these payments to Class
4 Counsel in conformity with the terms of the Settlement.

5 13. The Court orders that the Administrator shall be paid \$9,400.00 from the Gross
6 Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be
7 done until the completion of this matter and finds that sum appropriate.

8 14. The Court finds that the payment to the California Labor & Workforce Development
9 Agency (“LWDA”) in the amount of \$22,500.00 for its share of the settlement of Plaintiff’s
10 representative claim under the PAGA is fair, reasonable, and adequate, and orders the Administrator
11 to distribute this payment to the LWDA in conformity with the terms of the Settlement.

12 15. The Court orders that any settlement checks shall be negotiable for 180 calendar
13 days from the date of issuance of the check, and that any settlement checks that remain uncashed
14 after one 180 days after they are mailed shall be distributed to the Controller of the State of
15 California to be held pursuant to the Unclaimed Property Law, California Civil Code §§ 1500, *et*
16 *seq.*, in the name of the Class Member to whom the check was issued.

17 16. Upon the funding of the entire Gross Settlement Amount and employer payroll taxes,
18 all Participating Class Members, on behalf of themselves and their respective former and present
19 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
20 Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based
21 on the facts stated in the Operative Complaint, including any and all claims involving any alleged
22 (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest
23 Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; (7) Failure to
24 Reimburse Necessary Business Expenses; and (8) Unfair Competition. Participating Class Members
25 only release these claims for the duration of the Class Period. “Released Parties” means Defendant
26 and each of their former and present directors, officers, shareholders, owners, members, attorneys,
27 insurers, predecessors, successors, assigns, subsidiaries, affiliates.”

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1 17. Upon the funding of the entire Gross Settlement Amount and employer payroll taxes,
2 all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
3 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
4 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
5 been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including
6 any and all claims involving any alleged (1) Minimum Wage Violations; (2) Overtime Wage
7 Violations; (3) Meal Period Violations; (4) Rest Period Violations.; (5) Wage Statement Penalties
8 (Labor Code § 226); (6) Waiting Time Penalties; (7) Failure to Reimburse Necessary Business
9 Expenses; and (8) Unfair Competition. Aggrieved Employees only release these claims for the
10 duration of the PAGA Period

11 18. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
12 notice of this final Judgment and Order to all Class Members by posting the Judgment and Order for
13 90 days on the Administrator’s website and to the LWDA pursuant to Labor Code § 2699.

14 19. This document shall constitute a final judgment pursuant to California Rule of Court
15 3.769(h), which provides: “If the court approves the settlement agreement after the final approval
16 hearing, the court must make and enter judgment. The judgment must include a provision for the
17 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
18 may not enter an order dismissing the action at the same time as, or after, entry of judgment.”
19 Pursuant to California Code of Civil Procedure § 664.6, the Court retains jurisdiction to enforce the
20 Settlement, the Final Approval Order, and this Judgment.

21 20. The Court sets a Compliance Hearing for _____, 2026 at 10:30 a.m. in
22 Department 1 of the above-entitled court. Plaintiff shall file a Final Disbursement Declaration from
23 the Administrator no later than 7 calendar days before the Compliance Hearing.

24 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

25 DATED: _____, 2025

Hon. J. Omar Rodriguez
Judge of the Superior Court