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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

APR 22 2026


BY: Amaris Morales Eumana, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JERRY MARQUEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

INLAND CHRISTIAN HOME, INC., a
California non-profit corporation; and DOES 1
through 100,

Defendants.

Case No. CIVSB2331928

*[Assigned for all purposes to the Hon.
Gilbert Ochoa, Dept. S24-SBJC]*

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

Date: April 22, 2026
Time: 9:00 a.m.
Dept.: S24-SBJC

Action Filed: December 8, 2023
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on April 22, 2026, at 9:00 a.m.,
2 pursuant to California Rule of Court 3.769 and this Court's November 20, 2025 Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered
4 the Parties' Stipulation of Settlement (herein "Settlement Agreement" or "Settlement")¹ and the
5 documents and evidence presented in support thereof, and recognizing the disputed factual and legal
6 issues involved in this case, the risks of further prosecution and the substantial benefits to be received by
7 the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed
8 Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations
9 between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for
10 Final Approval of Class Action Settlement and ORDERS as follows:

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

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

16 All current and former non-exempt employees of Defendant Inland
17 Christian Home, Inc. in the State of California who worked between
18 December 8, 2019 and November 20, 2025 (the "Class Period").

19 3. Plaintiff Jerry Marquez is hereby confirmed as Class Representative, and Paul K. Haines,
20 Sean M. Blakely, and Liam A. Hall of Haines Law Group, APC are hereby confirmed as Class Counsel.

21 4. On December 22, 2025, notice was provided to the Settlement Class as set forth in the
22 Settlement. The form and manner of notice were approved by the Court on November 20, 2025, and the
23 notice process has been completed in conformity with the Court's Order. The Court finds that said notice
24 was the best notice practicable under the circumstances. The court-approved Class Notice provided due
25 and adequate notice of the proceedings and matters set forth therein, informed Settlement Class members
26 of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e).

27 ¹ The Stipulation of Settlement (herein "Settlement Agreement" or "Settlement") was filed on October 24,
28 2025 and attached as Exhibit A to the Declaration of Sean M. Blakely in Support of Plaintiff's 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 California Rule of Court 3.769, and due process.

2 5. The Court finds that no Settlement Class member objected to the Settlement and only
3 three (3) Settlement Class members opted out of the Settlement, and that the 99.41% participation rate
4 supports final approval.

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

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

17 8. The Court finds that given the absence of objections to the Settlement, and objections
18 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

19 9. The Court orders Defendant to deposit the Gross Settlement Fund of One Million Four
20 Hundred Twenty Thousand Dollars and Zero Cents (\$1,420,000.00) to the Settlement Administrator, as
21 provided for in the Settlement. Specifically, Defendant shall deposit the Gross Settlement Fund according
22 to the following schedule: (i) Defendant will deposit Seven Hundred Ten Thousand Dollars and Zero
23 Cents (\$710,000.00) to be deposited no later than fifteen (15) days after the Effective Date; and (ii)
24 Defendant shall deposit the remaining Seven Hundred Ten Thousand Dollars and Zero Cents
25 (\$710,000.00) with the Settlement Administrator no later than sixty (60) calendar days after the Effective
26 Date.

27 10. The Court finds that the Settlement Awards, as provided for in the Settlement, are fair,
28 reasonable, and adequate, and orders the Settlement Administrator to distribute the Settlement Awards in

1 conformity with the terms of the Settlement.

2 11. The Court finds that an enhancement payment in the amount of \$7,500.00 for Plaintiff is
3 appropriate for his risks undertaken and service to the Settlement Class. The Court finds that this payment
4 is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in
5 conformity with the terms of the Settlement.

6 12. The Court finds that attorneys' fees in the amount of \$473,333.33 and actual litigation
7 costs of \$13,521.50 for Class Counsel, are fair, reasonable, and adequate in light of the common fund
8 created by the Settlement, and orders that the Settlement Administrator distribute these payments to Class
9 Counsel in conformity with the terms of the Settlement.

10 13. The Court orders that the Settlement Administrator, Phoenix Settlement Administrators,
11 shall be paid \$11,000.00 from the Gross Settlement Fund in conformity with the terms of the Settlement,
12 for all of its work done and to be done until the completion of this matter and finds that sum appropriate.

13 14. The Court finds that the payment to the California Labor & Workforce Development
14 Agency ("LWDA") in the amount of \$30,000.00 for its 75% share of the \$40,000.00 settlement of
15 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
16 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this
17 payment to the LWDA in conformity with the terms of the Settlement. The remaining 25% or \$10,000.00
18 is to be distributed to the Aggrieved Employees in conformity with the terms of the Settlement.

19 15. This Court orders that any settlement checks shall be valid and negotiable for 180 days
20 from the date of issuance of the check, and that any funds payable to Settlement Class members whose
21 checks are not cashed within 180 days after mailing shall be distributed to the Controller of the State of
22 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in
23 the name of the Settlement Class member to whom the check was issued, until such time that they claim
24 their property.

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

1 part of Defendant.

2 17. As of the date of this Order and Final Judgment, and upon Defendant's complete funding
3 of the Gross Settlement Fund and Defendant's share of employer payroll taxes, Plaintiff, every member
4 of the Settlement Class (except those who submit a timely and valid Request for Exclusion) will fully
5 release and discharge Defendant and any of its former or present parent companies, subsidiaries,
6 affiliates, investors, partners, owners, related organizations, predecessors or successors, and all agents,
7 employees, officers, directors, shareholders, members, managers, holding companies, insurers, assigns,
8 and attorneys thereof, (collectively, the "Released Parties"), as follows: Settlement Class members,
9 except those who submit a timely and valid Request for Exclusion, will release any and all claims,
10 demands, causes of action, and legal theories alleged or which could have been alleged or otherwise
11 raised based on the facts in the Action, including claims for: (a) failure to pay all minimum wages; (b)
12 failure to pay all overtime wages; (c) failure to provide all meal periods, or premium pay for non-
13 compliant meal periods; (d) failure to authorize and permit all rest periods, or premium pay for non-
14 compliant rest periods; (e) failure to indemnify all necessary business expenditures; (f) failure to issue
15 accurate and compliant wage statements; (g) failure to timely pay all wages due or final wages due; (h)
16 all claims for unfair business practices that could have been premised on the facts, claims, causes of
17 action or legal theories of relief pled in the Action; and (i) all damages, penalties, interest, costs (including
18 attorney's fees) and other amounts recoverable under said claims or causes of action as to the facts and/or
19 legal theories alleged in the Action (collectively, the "Released Claims"). The period of the Released
20 Claims shall extend to the limits of the Class Period. In addition, PAGA Employees, including Plaintiff,
21 will release and forever discharge all claims, demands, rights, liabilities and causes of action for civil
22 penalties under California Labor Code Private Attorneys General Act of 2004 against the Released Parties
23 based on Plaintiff's letter to the Labor & Workforce Development Agency ("L WDA") dated December
24 8, 2023 and the operative First Amended Class and Representative Action Complaint for: (a) failure to
25 pay all minimum wages; (b) failure to pay all overtime wages; (c) failure to provide all meal periods, or
26 premium pay for non-compliant meal periods; (d) failure to authorize and permit all rest periods, or
27 premium pay for non-compliant rest periods; (e) failure to indemnify all necessary business expenditures;
28 (f) failure to issue accurate and compliant wage statements; (g) failure to timely pay all wages due or

1 final wages due (collectively, "PAGA Released Claims"). The PAGA Period and the time period of the
2 PAGA Released Claims is defined as December 8, 2022 through November 20, 2025 ("PAGA Period").

3 18. This document shall constitute a final judgment pursuant to California Rule of Court
4 3.769(h) which provides, "If the court approves the settlement agreement after the final approval hearing,
5 the court must make and enter judgment. The judgment must include a provision for the retention of the
6 court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order
7 dismissing the action at the same time as, or after, entry of judgment." The Court will retain jurisdiction
8 to enforce the Settlement, this Final Approval Order, and this Judgment entered in connection with the
9 Settlement.

10 19. The Settlement Administrator shall file a declaration regarding the disbursement of
11 Settlement funds on or before July 7, 2027. A Compliance Hearing regarding distribution of funds is set
12 for July 7, 2027, 2027 at 9am.

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14 **IT IS SO ORDERED.**

15 Dated: 4/22, 2026

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17 
18 Honorable ~~Gilbert Ochoa~~ **CARLOS M. CARRERA**, Judge
19 Judge of the Superior Court
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