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MERCED COUNTY

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CLERK OF THE SUPERIOR COURT

BY  DEPUTY

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
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Attorneys for Plaintiff

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

ALEXANDER RUELAS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

CENTRAL VALLEY GLASS & SCREEN,
INC., a California corporation; and DOES 1
through 100, inclusive;

Defendants.

Case No.: 24CV-05061

Assigned for All Purposes to:
Honorable Mark Bacciarini
Courtroom 10

CLASS ACTION

**[PROPOSED] AMENDED ORDER
OF FINAL APPROVAL AND
JUDGMENT**

Hearing Date: March 26, 2025
Hearing Time: 8:15 a.m.
Hearing Place: Courtroom 10

Complaint Filed: September 19, 2024
Trial Date: None Set

1 Having read the papers filed regarding Plaintiff Alexander Ruelas' ("Plaintiff") Motion
2 for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class
3 Representative Enhancement Payment, and after considering the papers submitted in support of
4 the motion, including the Joint Stipulation and Settlement Agreement ("Settlement Agreement,"
5 "Settlement," or "Agreement"), the Court FINDS AND ORDERS as follows:

6 On October 28, 2024, Plaintiff and Defendant Central Valley Glass & Screen, Inc.
7 ("Defendant") entered a Settlement Agreement to settle this lawsuit.

8 On December 19, 2024, the Court entered an Order preliminarily approving the
9 settlement of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil
10 Procedure section 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members,
11 scheduling a Final Approval Hearing, and providing the Class Members with an opportunity to
12 object, request exclusion, or submit a Claim Form.

13 1. Incorporation of Other Documents. This Amended Order of Final
14 Approval and Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless
15 otherwise provided, all capitalized terms in this Order and Judgment shall have the same
16 meaning as set forth in the Settlement Agreement.

17 2. Jurisdiction. Because adequate notice was disseminated, and all the Class
18 Members were given the opportunity to request exclusion, the Court has personal jurisdiction
19 over the claims of the Class Members. The Court has subject matter jurisdiction over this matter,
20 including jurisdiction to approve the settlement and grant final certification.

21 3. Final Class Certification. The Court finds that the Class satisfies all
22 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
23 process. The Court certifies a Class consisting of all current and former hourly-paid or non-
24 exempt employees employed by Defendant within the State of California at any time during the
25 period from August 17, 2019, through November 13, 2024 ("Class," "Class Members," and
26 "Class Period"). There are one hundred fifty-five (155) Class Members who submitted timely
27 and valid Claim Forms for participation in the Class Action Settlement ("Claimants") who will
28 receive their share of the Net Settlement Amount.

1 4. Adequacy of Representation. As Class Counsel have fully and adequately
2 represented the Class for purposes of entering and implementing the Settlement and have
3 satisfied the requirements of Code of Civil Procedure section 382.

4 5. Notice Packet. The Court finds the Notice of Class Action Settlement and
5 Claim Form (collectively, known as the "Notice Packet") and its distribution to Class Members
6 have been implemented pursuant to the Settlement Agreement and Preliminary Approval Order.
7 The Court finds that the Notice Packet:

- 8 a. Constitutes notice reasonably calculated to apprise the Class Members of:
9 (i) pendency of this lawsuit; (ii) material terms and provisions of the
10 Settlement and their rights under the Settlement; (iii) their right to object
11 to any aspect of the Settlement; (iv) their right to exclude themselves from
12 the Settlement; (v) their right to claim a settlement payment by submitting
13 a Claim Form; (vi) their right to appear at the Final Approval Hearing; and
14 (vii) binding effect of the orders and judgment in this lawsuit, whether
15 favorable or unfavorable, on Class Members who do not request exclusion
16 from the Settlement ("Settlement Class Members");
17 b. Constitutes notice fully satisfying the requirements of Code of Civil
18 Procedure section 382, Rule of Court 3.769, and due process;
19 c. Constitutes notice reasonable, adequate, and sufficient for the Class
20 Members; and
21 d. Constitutes the best practicable notice to the Class Members.

22 6. Final Settlement Approval. The terms and provisions of the Settlement
23 were entered in good faith and are the product of arm's-length negotiations by experienced
24 counsel who have done a meaningful investigation of the claims in the dispute. The Settlement
25 and all its terms and provisions are fully and finally approved as fair, reasonable, and adequate
26 and in the best interests of the Parties. The Parties are directed to implement the Settlement
27 according to its terms and provisions.

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1 7. Enforcement of Settlement. Nothing in this Order and Judgment shall
2 preclude any action to enforce the terms and provisions of the Settlement Agreement.

3 8. Binding Effect. The terms and provisions of Agreement and this Order and
4 Judgment are binding on the Settlement Class Members, as well as their heirs, executors and
5 administrators, successors, and assigns. In addition, those terms shall have res judicata and other
6 preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by
7 or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings
8 involve matters that were or could have been raised in this matter and are encompassed by the
9 Released Claims. The Agreement will have no binding effect upon, and provide no res judicata
10 preclusion to, the Class Members who opted out.

11 9. Release of Claims by the Class Members. Upon the Effective Date and
12 Defendant funding the Maximum Settlement Amount, Plaintiff and all Settlement Class
13 Members will be deemed to have fully, finally, and forever released, settled, compromised,
14 relinquished, and discharged all Released Claims with respect to the Released Parties.

15 a. General Release by the Class Representative. As a condition of the
16 Settlement, Plaintiff shall separately release the Released Parties from all
17 claims, transactions, or occurrences that occurred during the Class Period.
18 Upon the Effective Date and Defendant funding the Maximum Settlement
19 Amount, pursuant to the terms of the Settlement, Plaintiff also expressly
20 waives and relinquishes any rights or benefits available under the
21 provisions of section 1542 of the Civil Code.

22 b. Released Parties. The Released Parties include Defendant and its parents,
23 shareholders, members, predecessors, successors, all affiliates,
24 subsidiaries, officers, directors, members, agents (including any
25 investment bankers, accountants, insurers, reinsurers, attorneys and any
26 past, present, or future officers, directors, and employees), employees, and
27 stockholders.

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10. Attorneys' Fees and Costs. The Court finds that an award of attorneys' fees of \$328,333.33, to be paid out of the Maximum Settlement Amount by Defendant to Class Counsel, to be reasonable and appropriate. The Court also finds that an award for attorneys' actual costs of litigation of \$18,653.46, to be paid out of the Maximum Settlement Amount by Defendant to Class Counsel, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions of the Settlement. Defendant shall not be required to pay for any other attorneys' fees, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also not be required to pay for any other attorneys' fees, costs, or disbursements incurred by Plaintiff or Class Members in connection with or related to this matter, Settlement, administration of the Settlement, and/or Released Claims.

a. The Court has an independent right and responsibility to review the requested attorneys' fees and only award so much as it determines reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-28.) The attorneys' fees by Class Counsel of \$328,333.33 is one-third (1/3) of the common fund created for the benefit of the Class Members and is supported by use of the percentage-fee method. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved for the Class, financial risk undertaken, novel and difficult nature of this litigation, skill required to deal with these issues, percentage fees award in other cases, and contingent fees charged in private marketplace, the Court finds that the request for the attorneys' fees is consistent with the legal marketplace, is reasonable, and is approved.

b. The Court reviewed the Declaration of Douglas Han regarding the costs expended in the prosecution of this case. Under the terms of the Settlement, Class Counsel may seek reimbursement of up to \$25,000 in litigation costs. The Court finds that Class Counsel expended \$18,653.46

1 in litigation costs and that such costs were reasonable. The Court approves
2 the payment of attorneys' costs of \$18,653.46 for the reimbursement of
3 the costs and expenses incurred by Class Counsel.

4 11. Class Representative Enhancement Payment. The Court finds that the
5 Class Representative Enhancement Payment of \$10,000, to be paid out of the Maximum
6 Settlement Amount by Defendant to Plaintiff, to be reasonable and appropriate. The Class
7 Representative Enhancement Payment is to be paid pursuant to the terms and provisions of the
8 Settlement Agreement.

9 a. The rationale for making enhancement payments is that the class
10 representatives should be compensated for the expense and risk incurred in
11 conferring a benefit on other class members. Such enhancement payments
12 are appropriate if they are necessary to induce individuals to participate in
13 the suit. Criteria courts may consider include the: (i) risk in commencing
14 this suit; (ii) notoriety and personal difficulties encountered; (iii) amount
15 of time and effort spent; (iv) duration of the litigation; and (v) personal
16 benefit (or lack thereof) enjoyed.

17 b. The Court reviewed Plaintiff's declaration outlining his work. Given the
18 risks inherent in the services as the class representative, duration of the
19 case and time involved, and benefits created for the Class, the Court
20 approves the Class Representative Enhancement Payment of \$10,000.

21 12. Claims Administration Costs. The Court finds that the Claims
22 Administration Costs of \$9,650, to be paid out of the Maximum Settlement Amount by
23 Defendant to the Claims Administrator, to be reasonable and appropriate. The Claims
24 Administration Costs are to be paid pursuant to terms and provisions set forth in the Agreement.

25 a. The Court reviewed the Declaration of Cassandra Polites from ILYM
26 Group, Inc., the Claims Administrator. The Court finds that notice was
27 provided to the Class pursuant to the Preliminary Approval Order,
28 constitutes the best practicable notice to the Class, and satisfied due

process. The Court approves the payment of the Claims Administration Costs of \$9,650 to the Claims Administrator for its services in administering the Agreement.

13. PAGA Payment. The Court finds that the Private Attorneys General Act of 2004 ("PAGA") Payment of \$25,000, seventy-five percent (75%) of which (\$18,750) will be paid out of the Maximum Settlement Amount by Defendant to the California Labor and Workforce Development Agency and twenty-five percent (25%) of which (\$6,250) will be distributed to all the PAGA Aggrieved Employees, pro rata, to be reasonable and appropriate. The PAGA Payment is to be paid pursuant to the terms of the Settlement Agreement.

14. Funding of the Maximum Settlement Amount. Within thirty (30) calendar days of the Effective Date, Defendant will deposit all Court-approved payments from the Maximum Settlement Amount into the Qualified Settlement Fund account. Within fourteen (14) calendar days of Defendant funding the Maximum Settlement Amount, all payments due under the Settlement will be sent out to the appropriate persons and entities.

15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiff contends that the Settlement was the product of arm's-length negotiations following extensive litigation, discovery, and exchange of documentation. The negotiations were facilitated with the help of mediator Christopher Barnes, an experienced and well-respected mediator.

a. With respect to the fairness of the Settlement, there were no Notices of Objection to and only (1) Request for Exclusion from the Settlement.

b. With respect to the benefit to the Class, the gross *average* Individual Settlement Payment is about \$2,051.82, and the gross *highest* Individual Settlement Share is around \$4,899.69.

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16. Uncashed Checks. Any checks issued by the Claims Administrator to Claimants will be negotiable for at least one hundred twenty (120) calendar days. Those funds represented by settlement checks returned as undeliverable and those settlement checks remaining uncashed for more than one hundred twenty (120) calendar days after their issuance will be transmitted to California Controller's Unclaimed Property Fund.

17. Modification of Settlement Agreement. The Settlement Agreement may be amended or modified only by a written instrument signed by the Parties and their counsel or their successors-in-interest as approved by the Court. Such amendments or modifications shall be consistent with this Order and Judgment and cannot limit the rights of Settlement Class Members under the Settlement Agreement.

18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and Judgment. This Court expressly retains jurisdiction for the administration, interpretation, effectuation, and/or enforcement of the Agreement and of this Order and Judgment, and for any other necessary purpose, including, without limitation:

- a. Enforcing the terms and provisions of the Agreement and resolving any disputes, claims, or causes of action in this matter that, in whole or in part, are related to or arise out of the Agreement or this Order and Judgment;
- b. Entering such additional orders as may be necessary or appropriate to protect or effectuate this Order and Judgment approving the Agreement, and permanently enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure the fair and orderly administration of the Agreement; and
- c. Entering any other necessary or appropriate orders to protect and effectuate this Court's retention of continuing jurisdiction.

The Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement Payment is GRANTED. The Claims Administrator is directed to carry out the terms of the Settlement Agreement forthwith.

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1 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
2 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
3 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
4 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
5 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
6 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

7 IT IS SO ORDERED.

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10 DATED: 3/26/25

Mark N. Bacciarini
HONORABLE MARK BACCIARINI
SUPERIOR COURT JUDGE

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On April 8, 2025, I served the foregoing document described as

PROOF OF SERVICE