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Attorneys for Plaintiff
YOLANDA PER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

YOLANDA PEREZ, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General;

Plaintiff,

vs.

J.G. BAILEY COMPANY MILLROCK
WAY-2, LLC, a California limited liability
company, and DOES 1 through 50, inclusive,

Defendants.

Case No.: BCV-24-101284

*Assigned for All Purposes to: Hon. Bernard C.
Barmann, Jr., Division H*

CLASS ACTION

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Hearing Date: April 16, 2026

Hearing Time: 8:30 a.m.

Location: Division H.
1215 Truxton Ave,
Bakersfield, CA 93301

Complaint Filed: April 12, 2024

FAC Filed: June 12, 2025

Trial Date: None Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

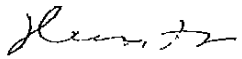
2 **PLEASE TAKE NOTICE** that on April 16, 2026, the Honorable Bernard C. Barmann,
3 Jr., in Department H of the above-entitled Court, located at 1415 Truxtun Avenue in Bakersfield
4 California 93301, executed the Final Order and Judgment granting Plaintiff's Motion for Final
5 Approval of Class Action and PAGA Settlement.

6 Attached hereto as **Exhibit A** is a true and correct copy of the Final Order and Judgment
7 granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement which was
8 executed and filed on April 16, 2026.

9
10 Dated: April 24, 2026

PROTECTION LAW GROUP, LLP

11
12 By:



13 _____
14 Heather Davis, Esq.
15 Amir Nayebdadash, Esq.
16 Shadi Sahebghalam, Esq.
17 *Attorneys for Plaintiff*

Exhibit A

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Attorneys for Plaintiff,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN**

YOLANDA PEREZ, individually and on behalf
of others similarly situated, and as an aggrieved
employee and Private Attorney General,

Plaintiff,

vs.

J.G. BAILEY COMPANY MILLROCK WAY-
2, LLC, a California limited liability company,
and DOES 1 through 50, inclusive,

Defendants.

Case No.: BCV-24-101284

*Assigned for All Purposes to: Hon. Bernard
C. Barmann, Jr., Division H*

CLASS ACTION

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Date: April 16, 2026

Hearing Time: 8:30 a.m.

Location: Division H.

1215 Truxton Ave,
Bakersfield, CA 93301

Complaint Filed: April 12, 2024

FAC Filed: June 12, 2025

Jury Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on April 16, 2026, for a hearing and Final Order Approving Class Action and PAGA Settlement
4 and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order
5 (“Preliminary Approval Order”), and as set forth in the Joint Stipulation of Class Action and PAGA
6 Settlement (“Agreement” or “Settlement Agreement”), and due and adequate notice having been
7 given to all Class Members as required in the Preliminary Approval Order, and the Court having
8 considered all papers filed and proceedings had herein and otherwise being fully informed and
9 good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS**
10 **FOLLOWS:**

11 1. The Court GRANTS Plaintiff Yolanda Perez’s (“Plaintiff”) Motion for Final
12 Approval of Class Action and PAGA Settlement.

13 2. All terms used herein shall have the same meaning as defined in the Agreement.

14 3. The term “Class” shall mean the following: “all hourly-paid, non-exempt
15 employees who, during the period between April 12, 2020, and July 31, 2024, were employed in
16 California by J.G. Bailey Company Millrock Way-2 LLC (“Defendant”), as hourly-paid non-
17 exempt employees. The term Class Member shall mean an individual who is a member of the Class
18 (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s
19 legal representative or successor in interest evidenced by reasonable verification.)The term
20 “Participating Class Member” includes all Class Members who did not submit a timely and valid
21 Request for Exclusion as provided in the Agreement.

22 4. The term “PAGA Group” shall mean the following: “all hourly-paid, non-exempt
23 employees who, during the period from April 12, 2023, through July 31, 2024, were employed in
24 California by Defendant. “PAGA Group Member” shall mean an individual who is a member of
25 the PAGA Group (or if any such person is incompetent, deceased, or unavailable due to military
26 service, the person’s legal representative or successor in interest evidenced by reasonable
27 verification.)

28 5. This Court has jurisdiction over the subject matter of this Action and over all Parties

1 to this Action, including all Class Members and PAGA Group Members.

2 6. Distribution of the Class Notice directed to the Class Members as set forth in the
3 Agreement and the other matters set forth therein has been completed in conformity with the
4 Amended Preliminary Approval Order, including individual notice to all Class Members who
5 could be identified through reasonable effort, and the best notice practicable under the
6 circumstances. The Class Notice provided due and adequate notice of the proceedings and of the
7 matters set forth therein, including the proposed Settlement set forth in the Agreement, to all
8 persons entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due
9 process. All Class Members, all Released Claims and all PAGA Released Claims, are covered by
10 and included within the Settlement and this Final Order.

11 7. The Court hereby finds the Settlement was entered into in good faith pursuant to
12 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
13 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
14 standards and applicable requirements for final approval of this class action settlement under
15 California law, including the provisions of California Code of Civil Procedure section 382 and
16 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
17 *Superior Court*, 4 Cal.3d 800, 821 (1971).

18 8. The Court hereby confirms Protection Law Group, LLP as Class Counsel.

19 9. The Court hereby approves the Settlement set forth in the Agreement and finds that
20 the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate
21 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
22 result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that
23 the Parties have conducted extensive investigation and research, and counsel for the Parties are
24 able to reasonably evaluate their respective positions. The Court also finds that Settlement at this
25 time will avoid additional substantial costs, as well as avoid the delay and risks that would be
26 presented by the further prosecution of the Action. The Court has reviewed the benefits that are
27 being granted as part of the Settlement and recognizes the significant value to the Class Members.
28 The Court also finds that the Class is properly certified as a class for settlement purposes only.

1 10. As of the date of this Judgment all Participating Class Members, shall fully release
2 and discharge the “Released Parties” from the “Released Claims” that arose during the “Class
3 Period” as expressly set forth in Paragraph 68 of the Settlement Agreement. This release shall be
4 binding on all Participating Class Members.

5 11. As of the date of this Judgment all PAGA Group Members shall release and
6 discharge the “Released Parties” from the “PAGA Released Claims” that arose during the “PAGA
7 Period” as expressly set forth in Paragraph 69 the Settlement Agreement.

8 12. Additionally, Plaintiff hereby releases “Plaintiff’s Released Parties” from all claims
9 known and unknown that Plaintiff may have had against the Plaintiff’s Released Parties as of the
10 date of execution of the Settlement Agreement, as expressly set forth in Paragraphs 66-67 of the
11 Settlement Agreement.

12 13. No Class Member requested to be excluded from the terms of the Settlement. The
13 last date to timely submit a request for exclusion was January 30, 2026. Accordingly, all 69
14 Participating Class Members are included and bound by this Order and Judgment.

15 14. The Court also hereby finds that there were no written objections to the
16 Settlement. The last day to submit a written objection to the settlement was January 30, 2026. The
17 Court also notes there were no objections made at the hearing on Final Approval of the Settlement.

18 15. The Court finds the settlement payments provided for under the Agreement to be
19 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement
20 the Court orders Defendant to fund the Maximum Settlement Amount of \$322,100.00 within
21 twenty-five (25) calendar days of the Effective Date to provide payments for the Class/PAGA
22 Group Members individual settlement payments, the class representative enhancement payment
23 for Plaintiff, Class Counsel’s attorney fees and costs, the Settlement Administrator’s fees and
24 expenses, and penalties to the LWDA pursuant to Labor Code Section 2698 et seq. The
25 calculations and the payments shall be made administered in accordance with the terms of the
26 Agreement.

27 16. Pursuant to the terms of the Agreement and the authorities, evidence and argument
28 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys’ fees in the amount

1 of \$112,735.00 (35% of the Maximum Settlement Amount) and litigation costs in the amount of
2 \$11,702.55 from the Maximum Settlement Amount as final payment for and complete satisfaction
3 of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other
4 person or entity related to the Action. The Court further orders that the award of attorneys' fees
5 and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement.

6 17. The Court hereby approves and orders a Class Representative Enhancement
7 Payment of \$10,000.00 to Plaintiff Yolanda Perez from the Maximum Settlement Amount in
8 accordance with the terms of the Settlement Agreement.

9 18. The Court approves and orders the payment in the amount of \$18,750.00 (75% of
10 \$25,000.00) from the Maximum Settlement Amount to the California Labor Workforce
11 Development Agency for penalties arising under the Private Attorneys General Act of 2004
12 (PAGA). The remaining \$6,250.00 (25% of \$25,000.00) shall be distributed to the PAGA Group
13 Members as set forth in the Agreement.

14 19. The Court also hereby approves and orders payment from the Maximum
15 Settlement Amount for actual settlement administration expenses incurred by the Settlement
16 Administrator, Phoenix Settlement Administrators, in the amount of \$5,995.00.

17 20. The Court hereby approves and orders payment of individual settlement payments
18 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

19 21. The Court also hereby approves and orders that any checks distributed from the
20 Maximum Settlement Amount yet remaining uncashed after one hundred and eighty (180)
21 calendar days after being issued shall be void. All uncashed settlement checks shall be transferred
22 to the California State Controller's Office and held in trust for such Class Members pursuant to
23 California Unclaimed Property Law, Civil Code Section 1500 *et seq.*

24 22. Provided the Settlement becomes effective under the terms of the Agreement, the
25 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
26 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

27 23. Neither the Settlement nor any of the terms set forth in the Agreement is an
28 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of

1 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
2 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,
3 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an
4 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing
5 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
6 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence
7 of, an admission or concession with regard to the denials or defenses by Defendant, or any of the
8 other Released Parties, and shall not be offered in evidence in any action or proceeding in any
9 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce
10 the provisions of this Final Order, the Agreement, or any related agreement or release.
11 Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit
12 in any other proceeding, the Final Order, the Agreement, and any other papers and records on file
13 in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral*
14 *estoppel*, or other theory of claim or issue preclusion or similar defense.

15 24. Without affecting the finality of this Judgment, the Court shall retain continuing
16 jurisdiction over this action and the parties, including all Class Members, and over all matters
17 pertaining to the implementation and enforcement of the Agreement pursuant to California Rule
18 of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to
19 the contrary herein, any disputes or controversies arising with or with respect to the interpretation,
20 enforcement, or implementation of the Agreement shall be presented to the Court for resolution

21 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

22
23 DATED: April 16, 2026

24 
25 JUDGE OF THE SUPERIOR COURT
26 Bernard C. Barmann, Jr.
27
28