

John Glugoski, Esq. (SBN 191551)
jglugoski@righettilaw.com
RIGHETTI GLUGOSKI, P.C.
2001 Union Street, Suite 400
San Francisco, CA 94123
Telephone: (415) 983-0900

Attorneys for Plaintiff JEFF SMOROWSKI

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES / CENTRAL DISTRICT**

JEFF SMOROWSKI on behalf of
himself and all similarly situated
persons, and the general public,

Plaintiff,

v.

ARC HOME LLC, a New Jersey
Corporation; and DOES 1–50,
inclusive,

Defendants.

Case No.: 23STCV22716

*Assigned for all purposes to the
Honorable Stuart M. Rice, Dept. 1*

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Hearing Date: May 2, 2025
Time: 10:30 a.m.

[Complaint filed: September 20, 2023]

This Court preliminarily approved the Parties' Amended Settlement Agreement ("Settlement Agreement" or "Settlement") in its Amended Order Granting Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on December 12, 2024 ("Preliminary Approval Order").

On May 2, 2025, at 10:30 a.m., the Court held a hearing on Plaintiff Jeff Smorowski's ("Plaintiff") Motion for Final Approval of the Parties' Amended Class Action and PAGA Settlement Agreement ("Motion"). The Court—having received and considered the Settlement Agreement, all of the papers submitted in support of Plaintiff's Motion, the oral arguments of counsel and the entire record in this action, and this matter having been duly heard—grants final approval of the Settlement, and HEREBY ORDERS and MAKES DETERMINATIONS as follows:

1. The following group of persons is hereby certified as Class Members for the purpose of entering a settlement in this matter:

a. All current and former exempt and non-exempt employees who worked for Defendant in California during any portion of the Class Period. The Class Period is from September 20, 2019 through December 12, 2024, the date of the Preliminary Approval Order.

2. In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to comment on or object to it or to exclude themselves from its provisions. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

3. For the reasons stated in the Preliminary Approval Order, the Court finds and determines that the proposed class, as defined above, meets all of the legal requirements for class certification, and it is hereby ordered that the Class is finally approved and certified as a Class for purposes of the Settlement only. All Class Members that have not timely requested

exclusion from the Settlement are bound by the Settlement and identified herein as “Participating Class Members.” Pursuant to their request, Cali Fresch is excluded from the Participating Class Members.

4. The Court hereby appoints (a) Plaintiff Jeff Smorowski as the Class Representative; and (b) John Glugoski of Righetti Glugoski, P.C. as Class Counsel.

5. The Court finds and determines that the terms of the Settlement are fair, reasonable, and adequate to each Participating Class Member, that the Participating Class Members will be bound by the Settlement, that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

6. The Court finds and determines that the Individual Settlement Payments to be paid to the Participating Class Members, as provided for by the Settlement, are fair and reasonable. The Court hereby gives final approval to and orders the payment of those amounts to be made to the Participating Class Members out of the Net Settlement Amount in accordance with the Settlement.

7. Pursuant to the Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab. Code §§ 2699(l)(2), (l)(4), the Labor Workforce and Development Agency (“LWDA”) has been given notice of the Settlement. Pursuant to PAGA, Plaintiff submitted a copy of the Settlement to the LWDA on the same date they filed their motion seeking approval of the Settlement with the Court. The Court finds and determines that the notice of the Settlement complied with the statutory requirements of PAGA.

8. As provided in the Settlement, there is one group of PAGA Members for the purposes of PAGA:

a. All current and former exempt and non-exempt employees who worked for Defendant in California during any portion of the PAGA Period. The PAGA Period is from September 20, 2022 through December 12, 2024, the date of the Preliminary Approval Order.

9. The Court finds and determines that payment to the LWDA of \$41,250.00, and

distribution of \$13,750.00 on a pro rata basis to PAGA Members, as each respective group's share of the settlement of civil penalties under PAGA in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that the payment of those amounts be paid out of the Settlement Amount in accordance with the Settlement.

10. The Court finds and determines that the fees and expenses of ILYM Group Inc., in administering the settlement, in the amount of \$6,068.44, are fair and reasonable. The Court hereby gives final approval to and orders that the payment of that amount be paid out of the Settlement Amount in accordance with the Settlement.

11. In addition to any recovery that Plaintiff may receive from the Net Settlement Amount, and in recognition of the Plaintiff's efforts on behalf of the Class and in exchange for a general release of claims, the Court hereby approves the payment of a service payment to the Class Representative in the amount of \$5,000.00, and orders that the payment of that amount be paid out of the Settlement Amount in accordance with the Settlement.

12. Pursuant to the authorities and argument presented to the Court, the Court approves the payment to Class Counsel of Attorneys' Fees totaling one-third or \$308,302.50 of the Settlement Amount, and orders that the payment of that amount be paid out of the Settlement Amount in accordance with the Settlement.

13. Pursuant to the authorities and argument presented to the Court, the Court also approves the payment to Class Counsel of Litigation Costs and Expenses in the sum of \$6,500.00, and orders that the payment of that amount be paid out of the Settlement Amount in accordance with the Settlement.

14. Pursuant to the Settlement Agreement, Plaintiff and all Participating Class Members, on behalf of themselves and their respective past, present, and future spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, hereby fully and finally release and discharge Defendant and each of its past, present, and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint

venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present, and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them (collectively, the “Released Parties”), from the Released Claims. For purposes of the Agreement, the “Released Claims” are defined as all claims, debts, liabilities, demands, actions, or causes of action pleaded or asserted in the Action or that reasonably could have been pleaded or asserted based upon the facts alleged in the Action, including but not limited to state and/or federal wage and hour claims, failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal rounding; misclassification; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties at the proper rate of pay; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; failure to provide one day’s rest in a seven-day workweek; unauthorized or improper deductions; failure to maintain accurate records, including payroll records; unfair business practices; declaratory relief; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; interest; and attorneys’ fees and costs. The Released Claims also expressly include all claims arising under the California Labor Code (including but not limited to Sections 200-204, 210, 218, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2800, 2802); the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code Section 17200, et seq.; the California Civil Code, including but not limited to Sections 3287, 3336, and 3294; 8 CCR Sections 11040; California Code of Civil Procedure, including but not limited to Section 1021.5; and the FLSA, 29 U.S.C. Section 201, et seq. This release excludes the release of claims not permitted by law. The time frame of the Released Claims shall be the Class Period.

15. Pursuant to the Settlement, Plaintiff, the LWDA, and each and all PAGA Members, on behalf of themselves and their respective past, present, and future spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to have fully and finally released and discharged the Released Parties, and each of them, of all Released Claims arising during the PAGA Period that reasonably could have been pleaded or asserted based upon the facts alleged in the Action and/or LWDA Notice.

16. The Parties are hereby ordered to comply with the terms of the Settlement Agreement.

17. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs except as otherwise provided in the Settlement Agreement and this Order.

18. Without affecting the finality of this order in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement; including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

19. Upon completion of administration of the settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties.

20. The Court Sets a Non-Appearance Case Review re: Final Report re: Distribution of Settlement Funds for _____ at _____ a.m. Final Report is to be filed by _____.

IT IS SO ORDERED.

Dated: _____

HONORABLE STUART M. RICE
Judge of the Superior Court of California