



1 This matter came on regularly for hearing before this Court on February 14, 2022,  
2 pursuant to California Rule of Court 3.769 and this Court’s August 25, 2021 Order Granting  
3 Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”). Having  
4 considered the parties’ Amended Stipulation of Settlement, (hereinafter “Settlement”)<sup>1</sup> and the  
5 documents and evidence presented in support thereof, and the submissions of counsel, the Court  
6 hereby ORDERS and enters JUDGMENT as follows:

7 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with  
8 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval  
9 of Class Action Settlement. The Settlement Class is defined as:

10 All current and former non-exempt, hourly employees of Defendant  
11 OPARC who worked in California from November 1, 2017 through August  
12 25, 2021.

13 2. Plaintiff Sylvia Cisneros is hereby confirmed as Class Representative, and Scott  
14 M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of  
15 Haines Law Group, APC are hereby confirmed as Class Counsel.

16 3. Notice was provided to the Settlement Class as set forth in the Settlement. The  
17 form and manner of notice were approved by the Court on August 25, 2021, and the notice  
18 process has been completed in conformity with the Court’s Order. The Court finds that said  
19 notice was the best notice practicable under the circumstances. The Class Notice provided due  
20 and adequate notice of the proceedings and matters set forth therein, informed Settlement Class  
21 members of their rights, and fully satisfied the requirements of California Code of Civil  
22 Procedure § 1781(e), California Rule of Court 3.769, and due process.

23 4. The Court finds that no Settlement Class member objected to the Settlement, no  
24 class member has opted out of the Settlement, and that the 100% participation rate in the  
25 Settlement supports final approval.

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27 <sup>1</sup> Unless otherwise indicated, all terms used in this Order shall have the same meaning as that  
28 assigned to them in the Settlement.

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

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

13           7.     The Court orders that Defendant OPARC (“Defendant”) to pay a Gross  
14 Settlement Amount (“GSA”) of \$437,500.00 and shall be deposited by Defendant with Phoenix  
15 Settlement Administrators (“Phoenix”), the Settlement Administrator as provided for in the  
16 Settlement.

17           8.     The Court finds that the settlement payments, as provided for in the Settlement,  
18 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the  
19 individual payments in conformity with the terms of the Settlement.

20           9.     The Court finds that a service award in the amount of \$7,500.00 for Plaintiff  
21 Sylvia Cisneros is appropriate for her risks undertaken and service to the Settlement Class. The  
22 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement  
23 Administrator make this payment in conformity with the terms of the Settlement.

24           10.    The Court finds that attorneys’ fees in the amount of \$145,833.33 and litigation  
25 costs of \$10,329.75 for Class Counsel, are fair, reasonable, and adequate, and orders that the  
26 Settlement Administrator distribute these payments to Class Counsel in conformity with the  
27 terms of the Settlement.

1           11.     The Court orders that the Settlement Administrator shall be paid \$11,200.00 from  
2 the Settlement Amount for all of its work done and to be done until the completion of this matter,  
3 and finds that sum appropriate.

4           12.     The Court finds that the payment to the California Labor & Workforce  
5 Development Agency (“LWDA”) in the amount of \$15,000.00 for its share of the settlement of  
6 Plaintiff’s representative action under the California Labor Code Private Attorneys General Act  
7 (“PAGA”) is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute  
8 this payment to the LWDA in conformity with the terms of the Settlement.

9           13.     Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for  
10 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant  
11 separately from, and in addition to, the Settlement Amount.

12           14.     The Court finds and determines that upon satisfaction of all obligations under the  
13 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will  
14 have released the Released Claims as set forth in the Settlement, and will be permanently barred  
15 from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

16           15.     Upon satisfaction of all obligations under the Settlement and the Final Approval  
17 Order, by virtue of this Judgment, Plaintiff and each Settlement Class member, fully and forever  
18 completely release and discharge Defendant, and all of its past and present officers, directors,  
19 shareholders, managers, employees, agents, executors, administrators, partners, insurers, re-  
20 insurers, principals, heirs, representatives, accountants, auditors, consultants, and its respective  
21 successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys,  
22 (collectively the “Released Parties”), from all claims, demands, rights, liabilities and causes of  
23 action that were pled in the operative Complaint in the Action (the First Amended Complaint),  
24 or which could have been pled in the operative Complaint in the Action (the First Amended  
25 Complaint) based on the factual allegations therein, that arose during the Class Period including  
26 but not limited to the following claims: (a) failure to pay all minimum wages owed; (b) failure  
27 to pay all overtime wages owed; (c) failure to provide meal periods, or premium pay for non-  
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1 compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-  
2 complaint rest periods; (e) failure to provide accurate, itemized wage statements; (f) failure to  
3 timely pay wages upon separation of employment; and (g) all claims for unfair business practices  
4 that could have been premised on the facts, claims, causes of action or legal theories described  
5 above.

6 16. Upon satisfaction of all obligations under the Settlement and the Final Approval  
7 Order, by virtue of this Judgment, all current and former non-exempt, hourly employees of  
8 Defendant OPARC who worked in California at any time from October 15, 2018 through August  
9 25, 2021, will release and forever discharge all claims, demands, rights, liabilities and causes of  
10 action for penalties under California Labor Code Private Attorneys General Act of 2004 against  
11 the Released Parties based on as alleged in the letter to the Labor & Workforce Development  
12 Agency (“LWDA”) August 9, 2019 and the operative Complaint for: (a) failure to pay all  
13 minimum wages owed; (b) failure to pay all overtime wages owed; (c) failure to provide meal  
14 periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest  
15 periods, or premium pay for non-complaint rest periods; (e) failure to provide accurate, itemized  
16 wage statements; and (f) failure to timely pay wages upon separation of employment  
17 (collectively, “PAGA Released Claims”). The PAGA Period and the time period of the PAGA  
18 Released Claims is defined as the time period of October 15, 2018 through August 25, 2021  
19 (“PAGA Period”).

20 17. Pursuant to the Settlement, and in consideration for her service award, Plaintiff  
21 agrees to release, in addition to the Released Claims described above, all claims, whether known  
22 or unknown, under federal law or state law against the Released Parties. Notwithstanding the  
23 foregoing, Plaintiff understands that this release includes unknown claims, which includes  
24 waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which  
25 provides:

26 **A general release does not extend to claims which the creditor or**  
27 **releasing party does not know or suspect to exist in his or her favor at**  
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1           **the time of executing the release and that, if known by him or her,**  
2           **would have materially affected his or her settlement with the debtor or**  
3           **released party.**

4           18.     The period of the Release shall extend to the limits of the Class Period.

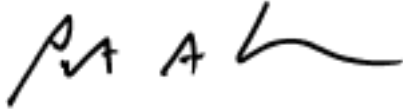
5           19.     The releases identified herein shall become effective on the date on which  
6 Defendant fully fund the Settlement (“Effective Date of the Release”). Upon the Effective Date  
7 of the Release, all Class Members shall be deemed to have, and by operation of Judgment shall  
8 have, expressly released, waived and relinquished the Released Claims.

9           20.     This document shall constitute a final judgment pursuant to California Rule of  
10 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final  
11 approval hearing, the court must make and enter judgment. The judgment must include a  
12 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the  
13 judgment. The court may not enter an order dismissing the action at the same time as, or after,  
14 entry of judgment.” The Settlement Administrator shall mail the Notice of the Final Judgment  
15 to PAGA Employees and Settlement Class Members with the Settlement Award, if any.

16           21.     The Court will retain jurisdiction to enforce the Settlement, the Final Approval  
17 Order, and this Judgment.

18           **JUDGMENT IS SO ENTERED.**

19  
20 Dated: 02/17/2022, ~~2022~~

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23 Honorable Peter A. Hernandez  
24 Judge of the Superior Court  
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