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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE, CIVIL COMPLEX CENTER**

CECIL K. REYES, on behalf of himself and  
all other similarly situated,

Plaintiff,

vs.

IMPERIAL SPRINKLER SUPPLY, INC., a  
California corporation; DARLENE HUNN,  
an individual,

Defendants.

Case No. 30-2020-01167748-CU-OE-CXC

*Assigned to for all purposes to:  
Hon. Peter Wilson  
Dept. CX101*

**ORDER AND JUDGMENT OF FINAL  
APPROVAL**

1 This matter having come before the Court on November 3, 2022 for a final fairness  
2 hearing pursuant to the Order of this Court granting preliminary approval (“Preliminary  
3 Approval Order”) of the class and representative action settlement upon the terms set forth in  
4 the Stipulation re: Class Action and Representative Action Settlement (“Settlement  
5 Agreement”) submitted in support of Motion for Preliminary Approval of the Class and  
6 Representative Action Settlement and Certifying Class for Settlement Purposes; and due and  
7 adequate notice having been given to the Class Members as required in the Preliminary  
8 Approval Order; and the Court having considered all papers filed and proceedings had herein  
9 and otherwise being fully informed and good cause appearing therefore, it is hereby

**ORDERED, ADJUDGED AND DECREED:**

10 1. The Motion for Final Approval of Class Action and Representative Action  
11 Settlement; Service Award; and Reasonable Attorneys’ Fees and Costs is hereby granted.

12 2. All terms used herein shall have the same meaning as defined in the  
13 Settlement Agreement, which is attached to the Declaration of Vedang J. Patel as Exhibit “1”  
14 (ROA number 170).

15 3. This Court has jurisdiction over the subject matter of this litigation and over  
16 all Parties to this litigation, including all Class Members.

17 4. For settlement purposes only, the Court certifies the following class: all current  
18 and former non-exempt, hourly-paid employees who worked for defendants Imperial Sprinkler  
19 Supply, Inc. (“Imperial”) and Darlene Hunn (“Hunn” and with Imperial, “Defendants”) at any  
20 time between October 28, 2016 through April 21, 2022 (“Class Period”) in California (“Class  
21 Members”).

22 5. Defendants shall pay the Gross Settlement Amount of \$1,203,594.64.

23 6. Distribution of the Notice of Class Action Settlement (“Class Notice” or  
24 “Notice”) directed to the Class Members as set forth in the Settlement Agreement and the  
25 other matters set forth herein have been completed in conformity with the Preliminary  
26 Approval Order, including individual notice to all Class Members who could be identified  
27 through reasonable effort, and was the best notice practicable under the circumstances. This  
28 Class Notice provided due and adequate notice of the proceedings and of the matters set forth  
therein, including the proposed class settlement set forth in the Settlement Agreement, to all  
persons entitled to such Class Notice, and the Class Notice fully satisfied the requirement of  
due process.

1           7.       Zero (0) Class Members opted out of the Settlement and zero (0) Class  
2 Members objected to the Settlement; thus all Class Members are Participating Class members.

3           8.       The Court further finds that the Settlement is fair, reasonable and adequate and  
4 that Plaintiff has satisfied the standards and applicable requirements for final approval of  
5 class action settlement under California law.

6           9.       This Court hereby approves the settlement set forth in the Settlement Agreement  
7 and finds that the settlement is, in all respects, fair, adequate and reasonable and directs the  
8 parties to effectuate the settlement according to its terms.

9           10.      Nothing contained in the Settlement Agreement shall be construed or  
10 deemed in admission of liability, culpability, negligence, or wrongdoing on the part of  
11 Defendants. Each of the Parties has entered into this Settlement Agreement with the intention  
12 to avoid further disputes and litigation, and the attendant inconvenience and expense. This  
13 Settlement Agreement shall be inadmissible in evidence in any action or proceeding, except  
14 an action or proceeding to approve, interpret, or enforce its terms.

15           11.      The Court approves Plaintiff as class representative.

16           12.      The Court approves David D. Bibiyan of Bibiyan Law Group, P.C. as Class  
17 Counsel.

18           13.      The Court approves Phoenix Settlement Administrators (“Phoenix”) as the  
19 Settlement Administrator.

20           14.      The Court hereby awards Class Counsel attorneys' fees in the total amount  
21 of \$401,198.20, which is one-third (1/3) of the Gross Settlement Amount, which was  
22 escalated pursuant to the Settlement Agreement, and to be deducted therefrom. In addition, the  
23 Court awards Class Counsel reimbursement of their costs of \$21,327.09 to be deducted from the  
24 Gross Settlement Amount. Attorneys' fees and costs will be paid by the Settlement  
25 Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement.

26           15.      The court hereby approves an incentive award of \$7,500.00 to Plaintiff Cecil  
27 K. Reyes. The incentive award will be paid to Plaintiff by the Settlement Administrator from the  
28 Gross Settlement Amount as set forth in the Settlement Agreement.

          16.      The Court hereby approves the Settlement Administrator’s cost in the amount  
of \$9,850.00. The Settlement Administrator, Phoenix Settlement Administrators, shall be paid  
the cost of administration of the settlement from the Gross Settlement Amount.

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1           17.     The Court hereby approves the PAGA penalties amount of \$50,000.00, of  
2     which \$37,500.00 shall be paid to the LWDA and the remaining \$12,500.00 to be  
3     distributed to the “Aggrieved Employees”, defined as Class Members working for  
4     Defendants during the period between July 27, 2019 through April 21, 2022 (“PAGA  
5     Period”) as non-exempt, hourly-paid employees.

6           18.     Except as expressly provided herein, the Parties each shall bear all of their own  
7     fees and costs in connection with this matter.

8           19.     The Court finds that the class settlement on the terms set forth in the  
9     Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate  
10    compromise of the released claims against Defendants.

11          20.     A final accounting hearing is hereby scheduled for September 28, 2023, at 2:00  
12    p.m., in Department CX101 of the above-entitled Court. At least ten (10) calendar days prior to  
13    said OSC hearing, the Parties shall file a declaration confirming that the claims have been paid  
14    and that administration of all of the terms and conditions of the class action settlement have  
15    been completed. Should the Court find that said declaration has sufficiently evidenced full and  
16    complete administration of the class action settlement, the Court will issue a Minute Order  
17    taking the final accounting hearing off-calendar.

18          21.     Judgment in this matter is entered in accordance with this Order and Judgment  
19    of Final Approval and the parties’ Stipulation Re: Class Action and PAGA Action  
20    Settlement (“Settlement Agreement”). All terms used herein shall have the same meaning as  
21    defined in the Settlement Agreement.

22          22.     No later than thirty (30) calendar days following entry of this Order and  
23    Judgment of Final Approval, Defendants shall make a payment of \$1,203,594.64, the  
24    Gross Settlement Amount, and Employer Taxes, to the Settlement Administrator. All funds  
25    shall be distributed to the Settlement Administrator, Class Counsel, Plaintiff, the LWDA,  
26    Participating Class Members, and Aggrieved Employees pursuant to this Order and Judgment  
27    of Final Approval.

28          23.     Any checks from this distribution that are not cashed by Participating Class  
Members within one-hundred-eighty (180) calendar days from the date of their issuance shall be  
canceled and funds associated with such checks shall be considered unpaid, unclaimed or  
abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”).  
The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure

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section 384, shall be transmitted to Legal Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104, the cy pres recipient, for use in Orange County.

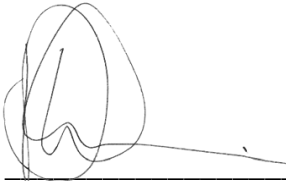
24. This document shall constitute a Judgment for purposes of California Rules of Court, Rule 3.769(h).

25. The Settlement Administrator shall provide notice of this Order and Judgment of Final Approval by posting it on the Settlement Administrator’s website for a period of no less than four (4) years.

26. Without affecting the finality of the Judgment in any way, this Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the settlement and all orders and judgments entered in connection therewith.

IT IS SO ORDERED.

Dated: November 8, 2022



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Hon. Peter Wilson  
Judge of the Superior Court