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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
CIVIL DIVISION

MAY 20 2024

By: Stephanie Reed  
Stephanie Reed, Deputy

*Attorney for Plaintiffs and the Putative Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN BERNARDINO**

JOSEPH GUANTES, an individual;  
KRISTY MONROY, an individual; and  
on behalf of themselves, and on behalf of  
all others similarly situated,

Plaintiffs,

v.

TOP BINDERY, INC., a California  
corporation; REED PRINTING, INC., a  
California corporation; and DOES 1  
through 50, inclusive,

Defendants.

CASE NO. CIVSB2308121

~~[PROPOSED]~~ ORDER AND JUDGMENT  
GRANTING FINAL APPROVAL

RECEIVED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
APR 22 2024  
Stephanie Paniagua

1 ~~PROPOSED~~ ORDER AND JUDGMENT

2 The Court has before it Plaintiffs' unopposed Motion for Final Approval of Class Action  
3 Settlement.

4 On January 29, 2024, Plaintiffs filed a motion for preliminary approval requesting that the  
5 Court preliminarily approve the Settlement Agreement entered into between Plaintiffs, Joseph  
6 Guantes and Kristy Monroy, on behalf of themselves and the Class ("Plaintiffs") and Top Bindery,  
7 Inc. and Reed Printing, Inc. ("Defendants") (collectively, "the Parties").

8 On January 29, 2024, the Court issued an order granting preliminary approval. The Court  
9 preliminarily approved that this litigation could be maintained as a class action for settlement  
10 purposes and, therefore, it conditionally certified the following Class (the "Class" or "Settlement  
11 Class") for settlement purposes:

12 All non-exempt employees who were employed by Defendants in the State  
13 of California, at any time from September 6, 2018 through December 31, 2023.

14 The Class Period is from September 6, 2018 through December 31, 2023.

15 The Court conditionally approves for settlement purposes the PAGA allocation of  
16 this settlement to the California Labor and Workforce Development Agency ("LWDA") and  
17 PAGA Members.

18 The PAGA Period is from July 9, 2021 through December 31, 2023.

19 The Court appointed, for settlement purposes, the Law Office of Scott Ernest Wheeler as  
20 Class Counsel, Plaintiffs as representatives for the Class, and Phoenix Settlement Administrators  
21 as the Settlement Administrator.

22 The Court further directed the Parties to provide notice to the Class via U.S Mail to each  
23 Class Members' last known mailing address. The Class Notice was mailed to Class Members in  
24 both English and Spanish, informed them of the material terms of the Settlement, including, *inter*  
25 *alia*, (a) the nature of the case and claims asserted, (b) each Class Member's estimated individual  
26 settlement payment; (c) the payments to Class Counsel for attorneys' fees and costs, payment to  
27 the Class Representatives as service awards, payment to the Settlement Administrator for  
28 settlement administration costs, and payment to the California Labor and Workforce Development