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Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

JUN 04 2024

BY: 
Ashley Cassel, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ARTHUR JUAREZ, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

CONSOLIDATED HOSPITALITY SUPPLIES,
LLC, a Delaware corporation; AXIS GLOBAL
SOLUTIONS, INC., a corporation; AMERICAN
TEX-CHEM CORPORATION, a corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No. CIVSB2204353
[Consolidated with CIVBS2210350]

**CLASS AND REPRESENTATIVE
ACTION**

[Assigned for all purposes to Hon. Jessica
Morgan, Dept. S-26]

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: June 4, 2024
Time: 8:30 a.m.
Dept.: S-26

1 On or around December 11, 2023, this Court issued an Order Granting Plaintiff’s Preliminary
2 Approval of Class Action and PAGA Settlement. Plaintiff Arthur Juarez (“Plaintiff”) now seeks an
3 order granting final approval of the Joint Stipulation of Class Action Settlement and Release
4 (“Settlement”), attached to the Declaration of Justin F. Marquez in Support of Plaintiff’s Motion for
5 Final Approval of Class Action Settlement as **Exhibit 1**.

6 Due and adequate notice having been given to the Class, and the Court having reviewed and
7 considered the Settlement, Plaintiff’s Notice of Motion and Motion for Final Approval of Class
8 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
9 had herein, and the absence of any written objections received regarding the proposed settlement,
10 and having reviewed the record in this action, and good cause appearing therefor,

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

12 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
13 Settlement filed in this case.

14 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
15 Settlement Class Members, and Defendants Consolidated Hospitality Supplies, LLC, Axis Global
16 Solutions, Inc., and American Tex-Chem Corporation (collectively, “Defendants”).

17 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
18 reasonable and therefore meets the requirements for final approval. The Court grants final approval
19 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
20 Agreement between Plaintiff and Defendants, attached to the Declaration of Justin F. Marquez in
21 Support of Plaintiff’s Motion for Final Approval of Class Action Settlement as **Exhibit 1**.

22 4. The Court finds that the Settlement appears to have been made and entered into in
23 good faith and hereby approves the settlement subject to the limitations on the requested fees and
24 enhancements as set forth below.

25 5. Plaintiff and all Participating Class Members shall have, by operation of this Final
26 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendants
27 from all Released Claims as defined in the Settlement.

28 6. “Released Class Claims” means all claims, rights, demands, liabilities, and causes

1 of action that are alleged or reasonably could have been alleged, including without limitation
2 violations of any state or federal statutes, rules, or regulations (including the Fair Labor Standards
3 Act), arising from, or related to, the facts and theories set forth in the operative complaint during
4 the Class Period, including but not limited to: (i) all claims for unpaid overtime; (ii) all claims for
5 meal and rest break violations; (iii) all claims for unpaid wages; (iv) all claims for the failure to
6 reimburse for necessary business expenses; (v) all claims for the failure to timely pay wages upon
7 termination; (vi) all claims for the failure to timely pay wages during employment; (vii) all claims
8 for wage statement violations; (viii) all claims for failure to maintain accurate payroll records; and
9 (xi) all claims asserted through California Business & Professions Code §§ 17200, et seq.

10 7. “Released PAGA Claims” means all claims for PAGA civil penalties asserted through
11 California Labor Code §§ 2698, et seq., that are alleged or reasonably could have been alleged,
12 arising from, or related to, the facts and theories set forth in the operative complaint and PAGA
13 Notice during the PAGA Period, including but not limited to: (i) all claims for unpaid overtime; (ii)
14 all claims for meal and rest break violations; (iii) all claims for unpaid wages; (iv) all claims for the
15 failure to reimburse for necessary business expenses; (v) all claims for the failure to timely pay wages
16 upon termination; (vi) all claims for the failure to timely pay wages during employment; (vii) all
17 claims for wage statement violations; and (viii) all claims for inaccurate payroll records.

18 8. As of the Effective Date, all members of the Settlement Class, except those that made
19 a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release,
20 discharge, and promise never to assert in any forum or otherwise make a claim against any of the
21 Released Parties for any of the Released Claims arising during the Settlement Period. No Class
22 Member submitted a valid request for exclusion.

23 9. The Parties shall bear their own respective attorneys’ fees and costs, except as
24 otherwise provided for in the Settlement and approved by the Court.

25 10. Solely for purposes of effectuating the settlement, the Court finally certified the
26 following Class: “all persons who worked for Defendants as non-exempt, hourly-paid employees in
27 California at any time from August 31, 2017 to July 10, 2023.”

28 11. The Class Period means the period from August 31, 2017 to July 10, 2023.

1 12. No Class Members have objected to the terms of the Settlement.

2 13. The Notice provided to the Class conforms with the requirements of California Rules
3 of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by
4 providing individual notice to all Class Members who could be identified through reasonable effort,
5 and by providing due and adequate notice of the proceedings and of the matters set forth therein to
6 the Class Members. The Notice fully satisfies the requirements of due process.

7 14. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
8 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
9 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
10 Payments to the Participating Class Members in accordance with the terms of the Settlement.

11 15. Defendant shall pay a total of \$410,000.00 to resolve this litigation and to separately
12 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

13 16. From the Gross Settlement Amount, \$18,750.00 shall be paid to the California Labor
14 and Workforce Development Agency, representing 75% of the penalties awarded under the terms of
15 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act of
16 2004, California Labor Code section 2698, *et seq.*

17 17. From the Gross Settlement Amount, \$5,000.00 shall be paid to Plaintiff for his service
18 as class representatives and for his agreement to release claims.

19 18. From the Gross Settlement Amount, \$7,750.00 shall be paid to the Settlement
20 Administrator, CPT Group, Inc. ("CPT").

21 19. The Court hereby confirms Justin F. Marquez and Arsiné Grigoryan of Wilshire Law
22 Firm, PLC as Class Counsel.

23 20. From the Gross Settlement Amount, Class Counsel is awarded \$143,500.00 for their
24 reasonable attorneys' fees and \$23,292.06 for their reasonable costs incurred in the Action. The fees
25 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
26 the fees are reasonable in light of the benefit provided to the Class.

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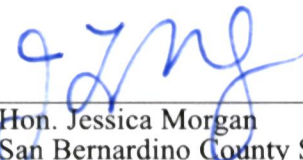
21. Notice of entry of this Final Approval Order and Judgment shall be given to Class Members by posting a copy of the Final Approval Order and the Judgment on CPT's website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment.

22. Without affecting the finality of this Order in any way, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this action, and their counsel of record.

23. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

IT IS SO ORDERED.

DATE: 6/4/24



Hon. Jessica Morgan
San Bernardino County Superior Court