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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF RIVERSIDE**

12 MICHAEL THOMAS MENDOZA and ROSA
13 VALADEZ GARCIA, individually, and on
14 behalf of all others similarly situated, the State of
California, and other aggrieved persons,

15 *Plaintiffs,*

16 v.

17 OSI INDUSTRIES, LLC, a Limited Liability
18 Company; and DOES 1 through 10, inclusive,

19 *Defendants.*

Case No.: CVRI2203101
Assigned to: Hon. Harold W. Hopp, Dept. 1
Complaint Filed: July 26, 2022
Trial Date: Not set.

**CLASS AND PAGA REPRESENTATIVE
ACTION**

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

FINAL APPROVAL HEARING

Date: January 26, 2026
Time: 8:30 a.m.
Dept.: 1

Reservation ID. 245430952997

1 On or about April 30, 2025, this Court issued an Order Granting Plaintiffs' Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiffs Michael Thomas Mendoza ("Mendoza")
3 and Rosa Valadez Garcia ("Garcia," and together with Mendoza, "Plaintiffs") now seek an order
4 granting final approval of the Class Action and PAGA Settlement Agreement and Class Notice
5 ("Settlement" or "Settlement Agreement"). The Settlement Agreement is attached to the Declaration
6 of Benjamin H. Haber filed on December 31, 2025, in support of Plaintiff's Motion for Final
7 Approval of Class Action Settlement ("Motion") as **Exhibit 1**.

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

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

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

16 2. The Court has jurisdiction over all claims asserted in the action, Plaintiffs, the
17 Settlement Class Members, and Defendant OSI Industries, LLC ("Defendant," and together with
18 Plaintiffs, the "Parties").

19 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
20 reasonable and therefore meets the requirements for final approval. The Court grants final approval
21 of the Settlement and the Class based upon the terms set forth in the Settlement Agreement.

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 enhancement as set forth below.

25 5. Upon Defendant fully funding the Settlement as described in this Agreement, all
26 Participating Class Members, on behalf of themselves and their respective former and present
27 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
28 Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the

1 Class Period facts stated in the Operative Complaint and ascertained in the course of the Action
2 including any and all claims for: (1) failure to pay minimum and straight time wages; (2) failure to
3 pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest
4 periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized
5 wage statements; (7) failure to indemnify employees for expenditures; and (8) violation of
6 California's Unfair Competition Law, California Business and Professions Code §§ 17200, *et seq.*
7 Members do not release any other claims, including claims for vested benefits, wrongful
8 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
9 disability, social security, workers' compensation, or claims based on facts occurring outside of
10 the Class Period.

11 6. "[The judgment in a] representative action brought by an aggrieved employee under
12 the Labor Code Private Attorneys General Act of 2004 ... is binding not only on the named
13 employee plaintiff but also on government agencies and any aggrieved employee not a party to the
14 proceeding." (*See Arias v. Superior Court* (2009) 46 Cal.4th 969, 985.) "Because an aggrieved
15 employee's action under the Labor Code Private Attorneys General Act of 2004 functions as a
16 substitute for an action brought by the government itself, a judgment in that action binds all those,
17 including nonparty aggrieved employees, who would be bound by a judgment in an action brought
18 by the government.... When a government agency is authorized to bring an action on behalf of an
19 individual or in the public interest, and a private person lacks an independent legal right to bring
20 the action, a person who is not a party but who is represented by the agency is bound by the
21 judgment as though the person were a party. [Citation.] Accordingly, with respect to the recovery
22 of civil penalties, nonparty employees as well as the government are bound by the judgment in an
23 action brought under the act...." (*Id.* at 986.)

24 7. Upon Defendant fully funding the Settlement as described in this Agreement, all
25 Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to
26 release, on behalf of themselves and their respective former and present representatives, agents,
27 attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for
28 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA

1 Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course
2 of the Action, including any and all claims for: (1) failure to pay minimum and straight time wages;
3 (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and
4 permit rest periods; (5) failure to timely pay final wages at termination; and (6) failure to provide
5 accurate itemized wage statements.

6 8. Upon final approval of the Settlement by the Court, Participating Class Members will
7 release the aforementioned claims against all Released Parties.

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

10 10. Solely for purposes of effectuating the Settlement, the Court finally certified the
11 following Class – all persons currently or formerly directly employed as non-exempt employees in
12 California by Defendant at any time during the Class Period who do not timely and validly exclude
13 themselves from the Class in compliance with the exclusion procedures set forth in this Settlement.

14 11. No Class Member has objected to the terms of the Settlement.

15 12. One Class Member has requested exclusion from the Settlement. The name of the
16 individual that requested to be excluded is Elizabeth Nunez.

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

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

26 15. Defendant shall pay a total of \$575,000.00 to resolve this litigation and to separately
27 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.
28

1 16. From the Gross Settlement Amount, \$25,000.00 will be paid as civil penalties toward
2 the Labor Code Private Attorneys General Act of 2004 (“PAGA”) claims, with 75% of that amount
3 (\$18,750.00) to be paid to the State of California, Labor & Workforce Development Agency, and
4 25% (\$6,250.00) to be paid to eligible Aggrieved Employees.

5 17. From the Gross Settlement Amount, \$10,000.00 each, for a cumulative total of
6 \$20,000.00, shall be paid to each Plaintiff, Michael Thomas Mendoza and Rosa Valadez Garcia, for
7 their services as class representatives.

8 18. From the Gross Settlement Amount, \$6,950.00 shall be paid to the Settlement
9 Administrator, ILYM Group, Inc.

10 19. The Court hereby confirms Benjamin H. Haber, Daniel J. Kramer, Alan Wilcox, and
11 Lucy Nguyen of Wilshire Law Firm, PLC as Class Counsel.

12 20. From the Gross Settlement Amount, Class Counsel is awarded \$191,666.67 for their
13 reasonable attorneys’ fees and \$22,684.39 for their reasonable costs incurred in the action. The fees
14 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
15 the fees are reasonable in light of the benefit provided to the Class.

16 21. Any envelope transmitting a settlement distribution to a class member shall bear the
17 notation “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” The checks shall be
18 negotiable for 180 days from the date of the mailing. Any check that is not cashed within the 180
19 days shall be voided and the total monetary amount of all voided checks shall be disbursed by
20 check by the settlement administrator to the Cy Pres Recipient, Legal Aid at Work at 180
21 Montgomery St #600, San Francisco, CA 94104. The Parties, Class Counsel and Defense Counsel
22 represent that they have no interest or relationship, financial or otherwise, with the intended Cy
23 Pres Recipient.

24 22. The Settlement Administrator shall mail a postcard reminder to any Participating
25 Class Member who has not negotiated their check within 60 days of the mailing date.

26 23. If (i) any of the class members are current employees of the defendant, (ii) the
27 distribution mailed to those employees is returned to the administrator as being undeliverable, and
28 (iii) the administrator is unable to locate a valid mailing address, the administrator shall arrange

1 with the defendant to have those distributions delivered to the employees at their place of
2 employment.

3 24. Notice of entry of this Final Approval Order and Judgment shall be given to Class
4 Members by posting a copy of the Final Approval Order and the Judgment on ILYM's website for
5 a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and
6 Judgment. The Notice shall note the following: "Please be advised that on [date], the Superior
7 Court of California for the County of Riverside entered Judgment in the case entitled *Mendoza, et*
8 *al. v. OSI Industries, LLC*, Case No. CVRI2203101, on behalf of all current and former hourly or
9 non-exempt employees in California who worked for OSI Industries, LLC, anytime between
10 November 2, 2017 and November 21, 2023, except Elizabeth Nunez who requested exclusion."

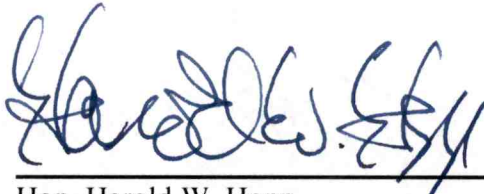
11 25. Without affecting the finality of this Order in any way, this Court retains continuing
12 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
13 to all Parties to this action, and their counsel of record.

14 26. A non-appearance compliance hearing regarding distribution of the Settlement funds
15 is set for November 17, 2026. A distribution compliance report shall be filed at least one week in
16 advanced of the non-appearance compliance hearing.

17 27. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby
18 GRANTED, and the Court directs that judgment shall be entered in accordance with the terms of this
19 Order.

20
21 **IT IS SO ORDERED.**

22
23 DATE: 2/24/20

24 
25 _____
26 Hon. Harold W. Hopp
27 Riverside County Superior Court
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