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THE WHEELER LAW FIRM, APC
Scott Ernest Wheeler (SBN 187998)
Justin A. Wheeler (SBN 342226)
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com
jaw@scottwheelerlawoffice.com

Attorneys for Plaintiff and the Putative Class

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUN 17 2026

D. Board *DB*

LAT.
JUN 18 2026
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE - HISTORIC COURTHOUSE**

JAMES HENRIQUEZ, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

ADVANCED FLOW ENGINEERING,
INC., a California corporation; and DOES
1 through 50, inclusive,

Defendants.

CASE NO.: CVRI2406176

[Assigned for all purposes to the Honorable
Harold W. Hopp, Department 1]

**[PROPOSED AMENDED] ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

1 **[PROPOSED AMENDED] ORDER AND JUDGMENT GRANTING FINAL APPROVAL**

2 On March 25, 2026, this Court issued an order granting preliminary approval of the
3 proposed class action settlement between James Henriquez, on behalf of himself and the Class
4 (“Plaintiff”) and Advanced Flow Engineering, Inc. (“Defendant”). Plaintiff now seeks an order
5 granting final approval of the Class Action Settlement Agreement and Release and exhibits
6 attached thereto (“Settlement Agreement”), attached to the Declaration of Scott Ernest Wheeler
7 In Support of the Motion for Preliminary Approval of Class and PAGA Settlement filed on
8 November 24, 2025.

9
10 The Court preliminarily approved that this litigation could be maintained as a class action
11 for settlement purposes and, therefore, it conditionally certified the following Class (the “Class”
12 or “Settlement Class”) for settlement purposes:

13
14 “All current and former non-exempt, hourly employees who were employed
15 by Defendant Advanced Flow Engineering, Inc. at any time in the state of
16 California during the period which begins on November 1, 2020, and which ends
17 on September 30, 2025 (the “Class Period”).

18 The Class Period is November 1, 2020, through September 30, 2025. (See, Settlement
19 Agreement, ¶7).

20 The court conditionally certifies for settlement purposes the portion of this settlement
21 regarding the Private Attorneys General Act (“PAGA Aggrieved Employees):

22 All current and former non-exempt, hourly employees who were employed by
23 Defendant Advanced Flow Engineering, Inc. at any time in the state of California
24 during the period which begins on March 17, 2024, and which ends on September
25 30, 2025 (the “PAGA Period”).

26 The PAGA Period means the time from March 17, 2024, through September 30, 2025.
27 (Settlement Agreement, ¶22).

28 The Court appointed, for settlement purposes, The Wheeler Law Firm, APC as Class
Counsel, Plaintiff as representative for the Class and ILYM Group, Inc. as the Settlement
Administrator.

1 The Court further directed the Parties to provide notice to the Class, which informed Class
2 Members of: (a) the proposed Settlement and the Settlement’s key terms; (b) the date, time, and
3 location of the Final Approval Hearing; (c) the right of any Class Member to object to the
4 proposed Settlement, and an explanation of the procedures to exercise that right; (d) the right of
5 any Class Member to exclude themselves from the proposed Settlement, and an explanation of
6 the procedures to exercise that right; and (e) an explanation of the procedures for Class Members
7 to participate in the proposed Settlement.
8

9 Thereafter, Plaintiff filed an unopposed Motion for Final Approval of Class Action
10 Settlement (“Motion for Final Approval”) and supporting documents. The Court, upon Notice
11 having been given in full compliance with the Preliminary Approval Order, and having
12 considered the proposed Settlement, as well as all papers filed in support of the Motion for Final
13 Approval, hereby **ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**
14

15 1. This Court has jurisdiction over the subject matter of the action and over all Parties
16 to the action, including all members of the Settlement Class.

17 2. The Settlement is in all respects fair, reasonable, and adequate, and it is hereby
18 approved.

19 3. The Settlement Class, defined as: “All current and former non-exempt, hourly
20 employees who were employed by Defendant Advanced Flow Engineering, Inc. at any time in
21 the state of California during the period which begins on November 1, 2020, and which ends on
22 September 30, 2025.”
23

24 4. The portion of the settlement regarding the Private Attorneys General Act
25 (“PAGA Aggrieved Employees), defined as: “All current and former non-exempt, hourly
26 employees who were employed by Defendant Advanced Flow Engineering, Inc. at any time in
27 the state of California during the period which begins on March 17, 2024, and which ends on
28

1 September 30, 2025.”

2 5. The Class Notice, Objection Form, and Exclusion Form, in English and Spanish,
3 provided to the Settlement Class conforms with the requirements of California Code of Civil
4 Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and
5 3.769, the California and United States Constitutions, and any other applicable law, and
6 constitutes the best notice practicable under the circumstances, by providing individual notice to
7 all Class Members who could be identified through reasonable effort, and by providing due and
8 adequate notice of the proceedings and of the matters set forth therein to the other Class
9 Members. The Notice fully satisfied the requirements of due process.

10
11 6. The Court finds the Settlement was entered into in good faith, that the Settlement
12 is fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
13 requirements for final approval of this class action settlement under California law, including the
14 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
15 3.769.

16
17 7. As set forth in the Declaration of Cassandra Polites of ILYM Group, Inc. In
18 Support Of Motion for Final Approval Of Class Action Settlement, and Supplemental
19 Declaration of Cassandra Polities Regarding Class Notice and Settlement Administration, only
20 three (3) Class Members submitted Requests for Exclusion, each of whom are listed in the table
21 below:

Vickie Billings	Salvador Garcia	Christina Zamora	N/A
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22
23
24 The three (3) Class Members are excluded from the Settlement and this Final Approval Order and
25 Judgment. ILYM Group, Inc. will redact all private and confidential information from any
26 information submitted for filing with the Court such as Class Member Social Security Numbers or
27 other private identifying information.

28 8. There have been no oral or written objections to the Settlement.

1 9. No disputes have been submitted by any Class Members or PAGA Member.

2 10. Upon entry of this Order, compensation to the participating members of the
3 Settlement Class shall be executed pursuant to the terms of the Settlement Agreement.

4 11. All envelopes transmitting settlement distribution to Settlement Class Members
5 shall bear the notation, **“YOUR CLASS ACTION SETTLEMENT CHECK IS**
6 **ENCLOSED.”**

7
8 11. As set forth in the Settlement Agreement, all settlement checks shall be negotiable
9 for one hundred and eighty (180) days from the date of mailing.

10 12. ILYM Group, Inc. shall mail a reminder postcard to any Class Member whose
11 settlement distribution check has not been negotiated within sixty (60) days after the date of
12 mailing.

13 13. If and Class Member who is a current employee of Defendant and the distribution
14 mailed to that Class Member is returned to ILYM Group, Inc. as being undeliverable, and ILYM
15 Group, Inc. is unable to locate a valid mailing address, ILYM Group, Inc. shall arrange with
16 Defendant to have distribution delivered to any currently employed Class Member at their place
17 of employment.

18
19 14. If a settlement check is not cashed, deposited, or otherwise negotiated within the
20 one hundred and eighty (180) day deadline by Class Members, the checks will be voided, if the
21 remaining funds from the voided checks amount to more than \$6,000, then the remaining funds
22 will be distributed to the Participating Class Members who have cashed their checks, after paying
23 an amount not to exceed \$2,000 to the Settlement Administrator for this additional distribution
24 work. If the remaining funds from the voided checks amount to \$6,000 or less, then the uncashed
25 funds intended for Class Members will be transferred to the California State Controller’s Office
26 as unclaimed property in the name of the Participating Class Member, and uncashed funds
27 intended for Aggrieved Employees will be transferred to the LWDA.
28

1 15. In addition to any recovery that Plaintiff may receive as Settlement Class Member
2 under the Settlement, and in recognition of Plaintiff's efforts on behalf of the Settlement Class,
3 the Court hereby approves the payment of a class representative enhancement award to Plaintiff
4 James Henriquez in the amount of \$7,000 for his services as class representative, and Defendant
5 shall cause this sum to be paid to Plaintiff in accordance with the terms of the Settlement
6 Agreement.

7
8 16. The Court finds that Class Counsel's requested attorneys' fees in the amount of
9 \$116,550 are reasonable and are hereby approved by the Court.

10 17. The Court finds that the requested attorneys' fees are reasonable under the
11 percentage of the fund method. Specifically, the Gross Settlement Amount of \$350,000
12 represents a true common fund, as there is no claims process and no money under the Settlement
13 will revert to Defendant. The Court finds that thirty-three and one-third percent of the common
14 fund, or \$116,550, is fair, reasonable and appropriate. The Court has also reviewed the
15 Declarations of Scott E. Wheeler and Justin A. Wheeler and finds that Class Counsel has incurred
16 a lodestar of \$141,682.50. The Court finds that the hours Class Counsel dedicated to litigating
17 this case, and their requested hourly rates, are fair, reasonable and appropriate. Thus, the
18 requested attorney's fees of \$116,550 are also reasonable under the lodestar method.

19
20 18. The Court approves the payment of attorney's fees to Class Counsel in the amount
21 of \$116,550 and reimbursement of reasonable litigation expenses in the amount of \$18,000 to
22 The Wheeler Law Firm, APC, and Defendant shall cause these sums to be paid to Class Counsel
23 in accordance with the terms of the Settlement Agreement.

24
25 19. The Court approves the payment of actual settlement administration costs in the
26 amount of \$8,650 to ILYM Group, Inc., Inc., and Defendant shall cause this sum to be paid to
27 ILYM Group, Inc., Inc., in accordance with the terms of the Settlement Agreement.
28

1 20. The Court approves and orders payment in the amount of \$16,250 (which
2 represents 65% of the \$25,000 allocated for the PAGA payment) to the California Labor and
3 Workforce Development Agency, and \$8,750 to the aggrieved employees (which represents 35%
4 of the \$25,000 allocated for the PAGA payment) which represents a fair and equitable sum for
5 resolution of claims raised pursuant to California Labor Code section 2698 *et seq.*, and Defendant
6 shall cause this sum to be paid to the LWDA and aggrieved employees in accordance with the
7 terms of the Settlement Agreement.

9 21. The Gross Settlement Fund, the Net Settlement Fund, and the methodology used
10 to calculate and pay each Settlement Class Member's individual settlement payment are fair and
11 reasonable, and the Court authorizes the Settlement Administrator to issue individual settlement
12 payments to each Settlement Class Member in accordance with the terms of the Settlement
13 Agreement.

15 22. Upon the Effective Date, Plaintiff and all members of the Settlement Class, shall
16 have, by operation of this Order and Judgment, fully, finally, and forever released, relinquished,
17 and discharged Defendant from all Released Claims as defined by the terms of the Settlement
18 Agreement.

19 23. Judgment in this matter is entered in accordance with the terms of the Settlement
20 Agreement, the Court's Preliminary Approval Order, and this Final Approval Order against
21 Defendant in favor of Plaintiff and the Settlement Class. This Judgment is intended to be a final
22 disposition of the above captioned action in its entirety and is intended to be immediately
23 appealable.

25 24. This Court shall retain jurisdiction with respect to all matters related to the
26 administration and consummation of the Settlement, to enforce the terms of the judgment, and
27 any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit,
28

1 including but not limited to all matters related to the Settlement and the determination of all
2 controversies relating thereto.

3 25. Class Counsel shall file a Notice of Entry of Order and Judgment Granting Final
4 Approval, and provide the same to ILYM Group, Inc., Inc., who shall post the Order and
5 Judgment on its website within seven (7) calendar days after entry of the Order and Judgment.
6 ILYM Group, Inc., Inc. shall post a copy of this signed judgment for one hundred and eighty
7 (180) calendar days on its website in compliance with Rule 3.771(b) of the California Rules of
8 Court in order to provide notice to the Class Members of this Order and Judgment. ILYM Group,
9 Inc., Inc. shall also provide a mailed copy of the Notice of Entry of Order and Judgment to Class
10 Members.
11

12 26. The Notice of Entry of Judgment shall state the following:

13 **“TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**
14 **PLEASE TAKE NOTICE** on June 16, 2026, the Honorable
15 Harold W. Hopp, in Department 1 of the Riverside County Superior
16 Court, granted final approval of the class action settlement in this action
17 and issued Judgment. Attached hereto as Exhibit A is a true and correct
18 copy of the Judgment.”

19 27. A Final Report (Nonappearance) Hearing regarding compliance with the terms of
20 the Settlement is set for June ~~18~~²¹, 2027, at 8:30 a.m., in Department 1. A report from ILYM
21 Group, Inc., Inc. regarding distribution of the Settlement funds shall be filed seven (7) court days
22 before the non-appearance hearing. The report shall be in the form of a declaration with personal
23 knowledge of the facts and to describe: (i) the date the checks were mailed, (ii) the total number
24 of checks mailed to class members, (iii) the average amount of those checks, (iv) the number of
25 checks that remain uncashed, (v) the total value of those uncashed checks, (vi) the average
26 amount of the uncashed checks, and (vii) the nature and date of the disposition of those
27 unclaimed funds.

28 28. Plaintiff’s Motion for Final Approval is hereby granted, and the Court directs that


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a judgment shall be entered in accordance with the terms of this Order.

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

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED: 6/16/26


HONORABLE HAROLD W. HOFF
JUDGE OF THE SUPERIOR COURT