

APR 03 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE, CIVIL COMPLEX CENTER

9	JORGE LUIS ESTRADA, et al., Plaintiffs on)	Case No.: 30-2013-00692890-CU-OE-CXC
10	behalf of themselves and all employees)	CLASS ACTION
11	similarly situated,)	
	Plaintiffs,)	Assigned for all purposes to: Hon. William D.
	vs.)	Claster, Dept. CX 101
12)
13	ROYALTY CARPET MILLS, INC.,)	[PROPOSED] ORDER GRANTING FINAL
14	Defendant.)	APPROVAL OF CLASS ACTION AND
15		PAGA SETTLEMENT, ATTORNEYS' FEES,
16		COSTS, AND SERVICE PAYMENTS, AND
17		ENTERING JUDGMENT
18)
19)
20) Date: 4/3/2026
21) Time: 9:00 a.m.
22) Dept: CX101
23)
24) Action Filed: 12/13/2013
25) SAC Filed: 10/22/2014
26) TAC Filed: 11/17/2016
27)
28)

The Motion for Final Approval of Class Action and PAGA Settlement and Motion for Attorneys' Fees, Litigation Costs, and Service Payments came on regularly for hearing on April 3, 2026, in Department CX101 of the above-entitled Court, the Honorable William D. Claster presiding.

1 The Court, having considered Plaintiffs' Motion for Final Approval of Class Action and
2 PAGA Settlement and Motion for Attorneys' Fees, Litigation Costs, and Service Payments, the
3 Declarations of Rudy Ginez, the Declaration of Makenna Snow on behalf of ILYM Group, Inc.,
4 the Declaration of Kenneth L. Creal, CPA, the Declaration of Clifton E. Smith, the Class Action
5 and PAGA Settlement Agreement and Amendment thereto (collectively, the "Settlement
6 Agreement"), the papers and pleadings on file in this action, and any argument presented at the
7 hearing, hereby **ORDERS, ADJUDGES, AND DECREES** as follows:
8

9 **1. Jurisdiction.** The Court has jurisdiction over the subject matter of this action and
10 over the Parties, including all Settlement Class Members and Aggrieved Employees.

11 **2. Final Approval of Settlement.** The Court finds that the Class Action and PAGA
12 Settlement, as amended, is fair, reasonable, and adequate, and is the result of arm's-length
13 negotiations after extensive litigation. The Settlement was reached after extensive litigation,
14 including trial and appellate proceedings, and reflects the informed judgment of experienced
15 counsel. The Settlement is therefore finally approved pursuant to California Rules of Court, rule
16 3.769. The Court previously granted preliminary approval of the Settlement and approved the
17 form and manner of notice to the Settlement Class.
18

19 **3. Settlement Class.** For purposes of settlement, the Court reaffirms certification of
20 the following Settlement Class:
21

- 22 • All persons employed by Royalty Carpet Mills, Inc. in California as hourly-paid or non-
23 exempt employees who worked at Royalty's Dyer, Derian, and/or Porterville carpet
24 manufacturing facilities during the respective Class Periods, excluding those individuals
25 defined as "Excluded Individuals."
- 26 • "Excluded Individuals" means former Dyer and Derian employees who previously
27 entered into settlement and release agreements, are not subject to new releases under this
28 Settlement Agreement, and will not share in the Gross Settlement Amount.

- 1 • “Class Period” means the period from October 22, 2010, through June 14, 2017, for the
2 Porterville Class Members and October 22, 2010, through November 30, 2013, for the
3 Dyer/Derian Class Members.

4 **4. Notice to the Class.** The Court finds that the notice program implemented by the
5 Settlement Administrator complied with the Court’s Preliminary Approval Order, California
6 Rules of Court, rules 3.766, 3.769, and due process requirements. The Court further finds that
7 notice was the best notice practicable under the circumstances.

8 **5. Reaction of the Class.** The Court finds that no Settlement Class Member
9 requested exclusion from the Settlement or objected to the Settlement, and none disputed the
10 calculation of their settlement payment. The absence of objections or exclusions strongly
11 supports approval of the Settlement.

12 **6. Adequacy of Representation.** The Court finds that Plaintiffs and Class Counsel
13 have adequately represented the Settlement Class throughout the litigation.

14 **7. PAGA Allocation.** The Court approves the allocation of \$20,000 in civil
15 penalties under the Private Attorneys General Act as follows:

- 16
- 17 • \$15,000 to the California Labor and Workforce Development Agency; and
 - 18 • \$5,000 to Aggrieved Employees.
 - 19 • “Aggrieved Employees” means a person employed by Royalty in California as an hourly-
20 paid or non-exempt employee who worked at Royalty’s Dyer or Derian facilities at any
21 time during the PAGA Period
 - 22 • “PAGA Period” means the period from November 12, 2012, through November 30, 2013

23 This allocation is fair and reasonable under the circumstances.

24 **8. NOTICE TO LWDA.** The Court finds that the California Labor and Workforce
25 Development Agency (“LWDA”) was provided notice of the PAGA claims in this action,
26 including the initial PAGA notice, and was subsequently served with the Class Action and
27 PAGA Settlement Agreement and Amendment thereto, Plaintiffs’ Motion for Final Approval of
28

1 Class Action and PAGA Settlement, and Plaintiffs' Motion for Attorneys' Fees and
2 Reimbursement of Litigation Costs. The LWDA was thereby afforded the opportunity to review
3 the settlement and raise any concerns pursuant to Labor Code section 2699(l). No objection or
4 comment was received from the LWDA.

5
6 **9. Settlement Administrator.** The Court confirms the appointment of ILYM
7 Group, Inc., as Settlement Administrator and approves payment of \$9,000 for settlement
8 administrator costs.

9 **10. Attorneys' Fees.** The Court finds that the requested attorneys' fees are fair,
10 reasonable, and adequate, and awards \$1,439,790 in attorneys' fees to Class Counsel, to be paid
11 from the Gross Settlement Amount pursuant to the Settlement Agreement. The Settlement
12 Administrator shall disburse such attorneys' fees in accordance with written instructions from
13 Class Counsel. Attorneys' fees shall be paid by Settlement Administrator to a Qualified
14 Settlement Fund ("QSF") which has been established in accordance with Treasury Regulation
15 1.468B-1 at Eastern Point Trust Company. The QSF will accommodate the purchase of future
16 periodic payments through a structured settlement annuity arrangement.

17
18 **11. Litigation Costs.** The Court approves reimbursement of litigation costs in the
19 amount of \$196,267, including expert witness fees incurred for damages analysis performed by
20 Kenneth L. Creal, CPA, which are to be paid from the Gross Settlement Amount pursuant to the
21 Settlement Agreement.

22
23 **12. Service Payments.** The Court approves service payments of \$5,000 each to the
24 eleven named Plaintiffs in recognition of their efforts on behalf of the Class. The Court finds
25 these awards reasonable in light of the time, effort, and risks undertaken by the named Plaintiffs.

26 **13. Distribution of the Settlement Funds.** The Settlement Administrator is
27 authorized and directed to distribute the settlement funds in accordance with the terms of the
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1 Class Action and PAGA Settlement Agreement, as amended. In the event any settlement checks
2 remain uncashed after 180 days from the date of mailing, the Settlement Administrator shall
3 transmit those funds to the California State Controller's Unclaimed Property Fund in the name of
4 the respective Settlement Class Member, consistent with the terms of the Settlement Agreement.

5
6 **14. Released Claims.** Upon the Effective Date of the Class Action and PAGA
7 Settlement Agreement, as amended, Plaintiffs and all Settlement Class Members shall be deemed
8 to have fully, finally, and forever released and discharged the Released Parties from the Released
9 Claims, as those terms are defined in the Settlement Agreement. Upon the Effective Date, the
10 Aggrieved Employees shall likewise be deemed to have released the PAGA claims and civil
11 penalties asserted in this Action as provided in the Settlement Agreement. The Court finds that
12 the releases contained in the Settlement Agreement are fair and reasonable and are an integral
13 part of the Settlement.
14

15 **15. Judgment.** Final Judgment is hereby entered consistent with the terms of the
16 Settlement Agreement and this Order.

17 **16. Notice of Final Approval Order and Judgment.** The Settlement Administrator
18 shall post a copy of this Order and Judgment on the settlement website maintained for this case
19 for a period of at least 180 days following entry of this Order.
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21 **17. Retention of Jurisdiction.** Without affecting the finality of this Judgment, the
22 Court retains jurisdiction over the Parties, Settlement Class Members, and the Aggrieved
23 Employees for purposes of implementing, enforcing, and administering the Settlement
24 Agreement. The Court retains jurisdiction pursuant to California Rules of Court, rule 3.769(h)
25 and Code of Civil Procedure section 664.6 to enforce the terms of the Settlement Agreement and
26 Judgment, resolve disputes concerning settlement administration or distribution of settlement
27 funds, and ensure the proper implementation of the Settlement.
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1 **18. Final Accounting Hearing.** Pursuant to section 384(b) of the Code of Civil
2 Procedure, Plaintiff shall submit to the Court a final report on or before December 31, 2026,
3 setting forth the actual amounts paid to class members and other amounts disbursed pursuant to
4 the settlement. Upon receiving the report, the Court will determine whether further reports and/or
5 a hearing will be necessary.
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8 **IT IS SO ORDERED, ADJUDGED, AND DECREED,**

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10
11 DATED: 4/3/26

William D. Claster

HON. WILLIAM D. CLASTER

Judge of the Superior Court