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**FILED**  
Clerk of the Superior Court

DEC 8 2023

By: J. Virissimo, Deputy

**ELECTRONICALLY RECEIVED**  
Superior Court of California,  
County of San Diego  
11/14/2023 at 04:38:04 PM  
Clerk of the Superior Court  
By Andrea Naranjo, Deputy Clerk

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF SAN DIEGO**

14 ROBERTO ARCOS, and MARTIN ARCOS as  
15 individuals and on behalf of all others similarly  
16 situated,

17 Plaintiffs,

18 vs.

19 PANORAMIC DOORS, LLC, a Delaware  
20 limited liability company; and DOES 1 through  
21 100,

22 Defendants.

Case No. 37-2021-00048823-CU-OE-CTL

[Assigned for all purposes to the Hon. Loren  
G. Freestone, Dept. C-64]

**[PROPOSED] JUDGMENT AND  
ORDER GRANTING PLAINTIFFS'  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT,  
ATTORNEYS' FEES AND COSTS, AND  
CLASS REPRESENTATIVE SERVICE  
PAYMENTS**

Date: December 8, 2023  
Time: 10:30 a.m.  
Dept.: C-64

Action Filed: November 17, 2021  
Trial Date: None Set

1 **[PROPOSED] JUDGMENT AND ORDER**

2 The Motion of Plaintiffs Roberto Arcos and Martin Arcos (“Plaintiffs”) for Final  
3 Approval of Class Action Settlement, Attorneys’ Fees and Costs, and Class Representative  
4 Service Payments came on regularly for hearing before this Court on December 8, 2023, at 10:30  
5 a.m., pursuant to California Rule of Court 3.769 and this Court’s Amended Order Granting  
6 Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”). Having  
7 considered the Amended Joint Stipulation of Class Action Settlement and Release (“Settlement  
8 Agreement”), attached as Exhibit 2 to the June 2, 2023 Supplemental Declaration of Matthew K.  
9 Moen in Support of Plaintiffs’ Motion For Preliminary Approval of Class Action Settlement,  
10 Plaintiffs’ Motion for Final Approval of Class Action Settlement, and all other documents and  
11 evidence presented in support thereof, and recognizing the sharply disputed factual and legal  
12 issues involved in this case, the risks of further prosecution, and the benefits to be received by the  
13 Settlement Class members pursuant to the Settlement, the Court hereby makes a final ruling that  
14 the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arms’-  
15 length negotiations between the parties. Good cause appearing therefor, the Court hereby  
16 GRANTS Plaintiffs’ Motion for Final Approval of Class Action Settlement and HEREBY  
17 ORDERS THE FOLLOWING:

18 1. Final judgment is hereby entered in conformity with the Settlement and this  
19 Court’s Preliminary Approval Order.

20 2. The conditional class certification contained in the Preliminary Approval Order is  
21 hereby made final, and the Court thus certifies, for purposes of the Settlement, the Settlement  
22 Class defined as:

23 All current and former hourly-paid or non-exempt employees who worked for  
24 Defendant Panoramic Doors, LLC (“Defendant”), within the State of California at  
25 any time from November 17, 2017 through February 9, 2023 (the “Class Period”).

26 3. Plaintiffs Roberto Arcos and Martin Arcos are hereby confirmed as the Class  
27 Representatives, and Paul K. Haines, Fletcher W. Schmidt, and Matthew K. Moen of Haines Law  
28 Group, APC are hereby confirmed as Class Counsel.

1           4.     Notice was provided to the Settlement Class members as set forth in the Settlement  
2 Agreement, which was approved by the Court on June 15, 2023, and the notice process has been  
3 completed in conformity with the Court's Orders. The Court finds that said notice constituted  
4 reasonable notice under the circumstances, and constituted valid, due, and sufficient notice to all  
5 Settlement Class members. The Notice of Class Action Settlement provided due and adequate  
6 notice of the proceedings and matters set forth therein, informed Settlement Class members of  
7 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 382,  
8 California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and  
9 other applicable law.

10           5.     The Court finds that no Class Member objected to the Settlement and zero  
11 individuals requested to be excluded from the Settlement, resulting in a 100% participation rate.  
12 The Court determines that this response supports final approval.

13           6.     The Court hereby approves the Settlement as set forth in the Settlement Agreement  
14 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement  
15 according to its terms.

16           7.     For purposes of settlement only, the Court finds that: (a) the Settlement Class  
17 members are ascertainable and so numerous that joinder of all members is impracticable; (b) there  
18 are questions of law or fact common to the Settlement Class members, and there is a well-defined  
19 community of interest among Settlement Class members with respect to the subject matter of the  
20 litigation; (c) the claims of the Class Representatives are typical of the claims of the Settlement  
21 Class members; (d) the Class Representatives have fairly and adequately protected the interests  
22 of the Settlement Class members; (e) a class action is superior to other available methods for an  
23 efficient adjudication of this controversy; and (f) Class Counsel is qualified to serve as counsel  
24 for the Class Representatives and the Settlement Class members.

25           8.     The Court finds that given the absence of objections, and objections being a  
26 prerequisite to appeal, this Order shall be considered final as of the Effective Date (as defined in  
27 the Settlement Agreement).

28     ///

1           9.     As of the date that this Judgment becomes final, all Settlement Class members  
2 release and discharge Defendant and each of its parent companies, subsidiaries, affiliates, current  
3 and former management companies, shareholders, members, agents (including any investment  
4 bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers,  
5 directors and employees) predecessors, successors, and assigns (collectively, the "Released  
6 Parties") from all claims, demands, rights, liabilities and causes of action of every nature and  
7 description whatsoever including without limitation statutory, constitutional, contractual or  
8 common law claims, against the Released Parties, and any of them, for relief and penalties, that  
9 accrued during the Class Period, and as a result of Settlement Class members employment by  
10 Defendant in California, that arise under any state or local law or state administrative order that  
11 was or could have been pled based on the facts alleged in the operative complaint, including  
12 claims of failure to pay minimum wages, failure to pay overtime wages, failure to provide  
13 compliant meal periods and/or associated premiums, failure to provide compliant rest periods  
14 and/or associated premiums, failure to pay wages timely at termination, violations of the  
15 California WARN Act, and violations of California Labor Code §§ 201, 202, 203, 204, 226.7,  
16 510, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 1400, the applicable Wage Order of the  
17 Industrial Wage Commission, and California Business & Professions Code §§ 17200 to 17208,  
18 including without limitation all related claims for restitution and other equitable relief arising  
19 from California Business and Professions Code §§ 17200, *et seq.*, and interest on unpaid wages,  
20 unpaid wages, attorneys fees or litigation costs (collectively, the "Released Claims"). The release  
21 does not extend to any claims not alleged in the operative class action complaint and specifically  
22 excludes claims for workers compensation, personal injuries, unemployment insurance, state  
23 disability compensation, claims under the Employment Retirement Income Security Act of 1974,  
24 previously vested benefits under any employer sponsored benefits plan, wrongful termination,  
25 discrimination, retaliation, and harassment including but not limited to those arising under the  
26 Age Discrimination In Employment Act, the California Fair Employment and Housing Act, Title  
27 VII of the Federal Civil Rights Act of 1964, and/or Federal Civil Rights Act of 1991, or any  
28 similar state or federal laws, the California Family Rights Act, the Federal Family Medical Leave

1 Act, the California Pregnancy Leave Law, or similar state or federal laws, the Federal Equal Pay  
2 Act of 1963, violations of the Americans with Disabilities Act of 1990 or violations of any other  
3 state or federal law, rule or regulation concerning discrimination, retaliation and/or harassment.  
4 The release period for the Released Claims will be from November 17, 2017, through February  
5 9, 2023.

6 10. The Court orders Defendant to deposit the entire Maximum Settlement Amount of  
7 \$299,000.00 with ILYM Group, Inc. (the "Settlement Administrator") within 30 calendar days of  
8 the Effective Date.

9 11. The Court finds that the Class Representative Service Payments in the amount of  
10 \$5,000.00 to each named Plaintiff (\$10,000.00 total) is appropriate in recognition of the risks  
11 Plaintiffs undertook; for the amount of time and effort spent by Plaintiffs as the Class  
12 Representatives; and the service Plaintiffs provided to the Settlement Class members. The Court  
13 finds that this amount is fair, reasonable, and adequate, and orders that the Settlement  
14 Administrator make this payment in conformity with the terms of the Settlement.

15 12. The Court finds that attorneys' fees in the total amount of \$99,666.67 and litigation  
16 costs of \$10,802.09 for Class Counsel are fair, reasonable, and adequate. The Court orders the  
17 Settlement Administrator to distribute these payments to Class Counsel in conformity with the  
18 terms of the Settlement.

19 13. The Court orders that the Settlement Administrator shall be paid \$7,000.00 from  
20 the Maximum Settlement Amount for all of its work done and to be done until the completion of  
21 this matter and finds that sum appropriate.

22 14. The Court finds that the Individual Class Settlement Payments, as provided for in  
23 the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to  
24 distribute these payments in conformity with the terms of the Settlement.


25 15. Pursuant to California Rule of Court 3.771(b) and the Parties' Settlement  
26 Agreement, the Court orders that notice of this Judgment and Order be posted on a website hosted  
27 by the Settlement Administrator for a period of sixty (60) calendar days.

1           16. Any funds from Individual Class Settlement Payments checks remaining uncashed  
2 after the 180-day check-cashing deadline shall be transferred to the California State Controller's  
3 Office to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*,  
4 in the name of the Settlement Class member to whom the check was issued, until such time that  
5 they claim their property.

6           17. This document shall constitute a final judgment pursuant to California Rule of  
7 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final  
8 approval hearing, the court must make and enter judgment. The judgment must include a  
9 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the  
10 judgment. The court may not enter an order dismissing the action at the same time as, or after,  
11 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final  
12 Approval Order, and this Judgment, pursuant to California Rule of Court 3.769(h) and California  
13 Code of Civil Procedure § 664.6.

14 **IT IS SO ORDERED.**

15 Dated: 12/8/23, ~~2023~~

  
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Honorable Loren G. Freestone  
Judge of the Superior Court