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12 Counsel for Plaintiff JACOB SANCHEZ

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**SUPERIOR COURT OF CALIFORNIA**  
**IN AND FOR THE COUNTY OF KERN**

JACOB SANCHEZ, as an individual and  
on behalf of all others similarly situated,

Plaintiff,

vs.

SOLI-BOND, INC., a California  
corporation and DOES 1-50, Inclusive,

Defendants..

CASE NO.: BCV-19-102195

Assigned for All Purposes to:  
Hon. J. Eric Bradshaw  
Div. J

NOTICE OF ENTRY OF ORDER  
GRANTING MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND REQUEST FOR  
ATTORNEY'S FEES AND COSTS

1 TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on October 06, 2023, the Court entered its  
3 Order granting Plaintiff Jacob Sanchez' Motion for Final Approval of Class Action Settlement and  
4 Request for Attorney's Fees and Costs, a true and correct copy is attached hereto as Exhibit A.

5  
6 Dated: October 6, 2023

CROSNER LEGAL, P.C.

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9 Jamie Serb  
10 Chad Saunders  
11 Zachary Crosner  
12 Attorneys for Plaintiff  
13 JACOB SANCHEZ  
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# **EXHIBIT**

**A**

FILED

KERN COUNTY SUPERIOR COURT  
10/03/2023

BY Urena, Veronica  
DEPUTY

1 ZACHARY CROSNER (SBN 272295)  
2 JAMIE SERB (SBN 289601)  
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10 Counsel for Plaintiff JACOB SANCHEZ

8 **SUPERIOR COURT OF CALIFORNIA**  
9 **IN AND FOR THE COUNTY OF KERN**

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12 JACOB SANCHEZ, as an individual and  
13 on behalf of all others similarly situated,  
14 Plaintiff,  
15 vs.  
16 SOLI-BOND, INC., a California  
17 corporation and DOES 1-50, Inclusive,  
18 Defendants..

CASE NO.: BCV-19-102195

Assigned for All Purposes to:  
Hon. J. ~~Eric Bradshaw~~ **David Zulfa**, vu  
Div. J

~~[PROPOSED]~~ ORDER GRANTING MOTION  
FOR FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT AND REQUEST FOR  
ATTORNEY'S FEES AND COSTS, AND  
JUDGMENT THEREON

Date: September 25, 2023  
Time: 8:30 a.m.  
Div.: J

1 The Court, having read the papers filed with regard to Plaintiff’s motion for final approval  
2 of a class action settlement and request for attorney’s fees and costs, and having heard argument  
3 on the motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,  
5 including the members of the Settlement Class.

6 2. The Stipulation and Class Action Settlement Agreement, attached as Exhibit 1 to  
7 the Declaration of Zachary M. Crosner (filed on or about January 6, 2023) (the “Settlement  
8 Agreement”), is the product of arms-length negotiations between the parties and the terms of the  
9 Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement  
10 Class. The Settlement Agreement therefore is finally approved, and its terms incorporated herein.  
11 The Court orders the parties to the Settlement Agreement to perform forthwith their respective  
12 duties and obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its March  
14 8, 2023 Order Granting Preliminary Approval, hereby is certified under California Code of Civil  
15 Procedure Section 382 for purposes of settlement only. The Settlement Class includes “all current  
16 and former non-exempt employees employed by Defendant Soli-Bond, Inc. (“Soli-Bond”) in  
17 California August 5, 2015 through July 15, 2022.”

18 4. The Court adjudges Plaintiff and the Participating Class Member to have released  
19 and forever discharged the Released Parties (as defined in the Settlement Agreement), to the  
20 fullest extent permitted by law, from all claims asserted in the original Complaint or any  
21 amendment thereto, or that could have been asserted in the Complaint, including claims for: (1)  
22 failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal  
23 periods; (4) failure to authorize and permit rest periods; (5) failure to provide accurate wage  
24 statements; (6) failure to pay all wages due at termination; (7) violation of the Unfair Competition  
25 Law; and (8) civil penalties for violation of PAGA; and potential claims reasonably arising out of  
26 or reasonably relating to the same set of operative facts and/or factual allegations pled therein. The  
27 release will be applicable to the Released Parties (as defined in the Settlement Agreement) and  
28 only applies to periods of time when Class Members were members of the Class.

1           5.       The Court further adjudges Plaintiff Jacob Sanchez only, in addition to the claims  
2 being released by all Participating Class Members, to have released and forever discharged the  
3 Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and  
4 unknown, asserted and not asserted, which Plaintiff had or may have against the Released Parties  
5 as of the date of execution of the Settlement Agreement.

6           6.       The Settlement Administrator is ordered to distribute to the participating Class  
7 Members their respective individual settlement payments from the Net Settlement Amount as  
8 provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after the  
9 check void date shall be forwarded to the California State Controller's Unclaimed Property Fund.  
10 No funds shall revert to Brenntag.

11           7.       The Court further orders that the Class Members be provided with notice of this  
12 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a  
13 copy of this Order and Judgment on its website for a period of not less than sixty (60) days.

14           8.       The Court approves an award of attorney's fees to Class Counsel's in the amount of  
15 \$98,667.00, and an award of costs and expenses in the amount of \$12,659.89. Such amounts  
16 shall be paid as provided in the Settlement Agreement.

17           9.       The Court approves a service payment to plaintiff and Class Representative Jacob  
18 Sanchez in the amount of \$10,000.00, and the Settlement Administrator is ordered to make such  
19 payment consistent with the terms of the Settlement Agreement.

20           10.      The Settlement Agreement provides the Settlement Administrator, Phoenix  
21 Settlement Administrators, shall be paid from the Gross Settlement Amount in an amount not to  
22 exceed \$6,000.00. As set forth in the Declaration of Evelin Reyes, the Settlement Administrator is  
23 owed \$6,000.00 for services rendered and to be rendered in administering the settlement. The  
24 Court therefore orders that Phoenix be paid the amount of \$6,000.00 from the Gross Settlement  
25 Amount consistent with the terms of the Settlement Agreement.

26           11.      A compliance hearing is set for **September 25, 2024**  
27 County Superior Court. The parties are ordered to file a joint compliance report no later than ten  
28 (10) calendar days before the compliance hearing.

1           12. Under California Rule of Court 3.769(h), without affecting the finality of this Order  
2 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement  
3 of the Settlement Agreement pursuant to further orders of this Court until the final judgment  
4 contemplated becomes effective and each and every act agreed to be performed by the parties has  
5 been performed under the terms of the Settlement Agreement; (2) any other action necessary to  
6 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,  
7 construction, and interpretation of the Settlement Agreement.

8           13. Neither this Order and Judgment nor the Settlement Agreement upon which it is  
9 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.  
10 This Order is not a finding of the validity or invalidity of any claims in this action or a  
11 determination of any wrongdoing by any party. The final approval of the parties' settlement will  
12 not constitute any opinion, position or determination of this Court as to the merits of the claims or  
13 defenses of any party.

14           14. Judgment is hereby entered as follows: Plaintiff Jacob Sanchez and the  
15 Participating Class Members, consisting of all current and former non-exempt employees  
16 employed by Soli-Bond in California August 5, 2015 through July 15, 2022, who have not  
17 otherwise opted out, shall take nothing from Soli-Bond, except as set forth in the Settlement  
18 Agreement.

19           15. The Court shall retain jurisdiction over the parties to interpret, implement and  
20 enforce this Judgment.

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23 Dated: Signed: 10/3/2023 03:58 PM



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Judge of the Superior Court  
Honorable David Zulfa

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**PROOF OF SERVICE**

*Homero Peña v. Smith Packing, Inc. et al.*  
*Los Angeles County Superior Court Case No. 23CV00931*

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 9440 Santa Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

On October 5, 2023, I served true copies of the following document(s) described as

**CASE MANAGEMENT STATEMENT**


on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY ELECTRONIC TRANSMISSION. I transmitted copies of the above-referenced document(s) from the email address maria@crosnerlegal.com to the interested parties in this action by electronic transmission. Said electronic transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on October 5, 2023, at Los Angeles, California.

  
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Maria Monterrey



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SERVICE LIST

*Homero Peña v. Smith Packing, Inc. et al.*  
*Los Angeles County Superior Court Case No. 23CV00931*

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Attorneys for Defendant  
SMITH PACKING, INC.