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CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUL -7 2017

8 Attorneys for Plaintiff GUSTAVO MEZA, individually
9 and on behalf of all other similarly situated current
10 and former employees of Defendants

Sherry R. Carter, Executive Officer/Clerk
By: V. Jaime, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

GUSTAVO MEZA, individually, and on behalf
of all other similarly situated current and former
employees of Defendants,

Case No. BC523286

[Assigned for all purposes to the Hon. Ann I.
Jones, Dept. 308]

Plaintiff,

vs.

**REVISED [PROPOSED] FINAL
JUDGMENT & ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

OLDCASTLE BUILDINGENVELOPE, INC.;
and DOES 1 through 50, inclusive,

Defendants.

RECEIVED
Central Civil West

JUN 30 2017

By: M. Aguirre

This matter came for hearing on June 29, 2017 at 10:00 a.m. in Department 308 in the above-captioned Court on Plaintiff Gustavo Meza's Unopposed Motion for Final Approval of Class Action Settlement.

After reviewing the Motion for Final Approval and the Stipulation of Settlement and Release Between Plaintiff and Defendant ("Settlement Agreement") previously filed with the Court, it is hereby ORDERED THAT FINAL JUDGMENT BE ENTERED as follows:

1 1. This Court has jurisdiction over the claims of the Class Members asserted in this
2 proceeding and over all parties to the action.

3 2. The Settlement Agreement is hereby deemed incorporated herein as if expressly set
4 forth, and has the full force and effect of an Order of this Court. The Court approves the
5 following definitions and terms of the Settlement as follows:

6 a. Class Definition. The Parties stipulate to certification of a Class consisting
7 of all individuals who at any time worked as hourly employees for
8 Defendant in the State of California, between October 2, 2009 and August
9 15, 2015, who do not timely opt out of the Settlement.

10 b. Settlement Class Member Release. Upon final approval by the Court, the
11 Settlement Class, and each Class Member who has not submitted a timely
12 and valid written request to opt out of the Settlement shall have released, to
13 the maximum extent permitted by law, Defendant, and each of the
14 Releasees, through, or in concert with any of them, from all claims, debts,
15 liabilities, demands, obligations, guarantees, costs, expenses, attorneys'
16 fees, damages, actions or causes of action contingent or accrued for, or
17 which arise from or are reasonably related to the facts, allegations or claims
18 asserted in the Litigation ("Released Claims"). The Released Claims
19 include but are not limited to all claims for alleged wage and hour
20 violations or unfair competition, , including but not limited to any claims of
21 or related to unpaid wages, off-the-clock work, meal periods, rest periods,
22 wage statements, restitution and other equitable relief, liquidated damages,
23 punitive damages, waiting time penalties, any and all other penalties related
24 to these claims, and any and all other possible benefit claimed on account of
25 the allegations asserted in the Litigation, or that reasonably relate to the
26 Litigation including but not limited to claims under California Labor Code
27 Sections 201, 202, 203, 204, 210, 218, 218.6, 221, 226, 226.3, 226.7, , 510,
28 512, 515, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1194.3, 1195.5, 1197.2,
1198, 1198.3, 1198.5, 1199, 2698, 2699.3 et. seq., 2802, California

1 Business & Professions Code § 17200, et seq., Cal. Code Regs., Title 8, §
2 11000, et seq., and all applicable IWC wage orders and wage order
3 provisions, arising during the Class Period, but for any claims under the
4 federal Fair Labor Standards Act (“FLSA”).

5 c. List of all class members who opted out: Arturo Diaz, Eddy S. Coronel, and
6 Felix Ramirez.

7 3. For the reasons set forth in the Preliminary Approval Order and in the transcript of
8 the proceedings of the Final Fairness hearing, which are adopted and incorporated herein by
9 reference, this Court finds that the applicable requirements of the California Code of Civil
10 Procedure § 382 have been satisfied with respect to the Class and the proposed Settlement. The
11 Court hereby makes final its earlier provisional certification of the plaintiff class, as set forth in
12 the Preliminary Approval Order. The Court finds that the settlement is fair, adequate, and
13 reasonable, and falls within the range of reasonableness.

14 4. The notice given to the Class Members fully and accurately informed the Class
15 Members of all material elements of the proposed Settlement and of their opportunity to object or
16 comment thereon; was the best notice practicable under the circumstances; was valid, due and
17 sufficient notice to all Class Members; and complied fully with the laws of the State of California,
18 Federal Rules of Civil Procedure, the United States Constitution, due process and other applicable
19 law. The summary notices fairly and adequately described the Settlement and provided Class
20 Members with adequate instructions and a variety of means to obtain additional information. A
21 full opportunity has been afforded to Class Members to participate in this hearing, and all Class
22 Members and other persons wishing to be heard have been heard. Accordingly, the Court
23 determines that all Class Members (as defined in the Settlement Agreement) who did not timely
24 and properly execute a Request for Exclusion are bound by this order and resulting Judgment.

25 5. The Court finds that the Settlement Agreement was the product of arm’s length
26 negotiations between experienced counsel. After considering Defendant’s potential exposure, the
27 likelihood of success on the class claims, the risk, expense, complexity and delay associated with
28 further litigation, the risk of maintaining class certification through trial, the experience and views
of Class Counsel, and the reaction of the Class to the Settlement, as well as other relevant factors,

1 the Court finds that the settlement is fair, reasonable, and adequate, and in the best interests of the
2 Class as a whole. Accordingly, the Court hereby grants final approval to the Settlement and
3 hereby directs that the Settlement be enforced in accordance with the Settlement Agreement and
4 the following terms and conditions.

5 6. Defendant Oldcastle BuildingEnvelope, Inc. shall pay up to \$495,000.00 in
6 payment for settlement of Class Members' claims, Service Award for Named Plaintiff Gustavo
7 Meza, Class Counsel's attorney fees and costs, the Settlement Administrator's fees and expenses,
8 and penalties to the California Labor & Workforce Agency under Labor Code Section 2698 et seq.

9 7. The Court finds that 0 Class Members have objected to the Settlement. 3 Class
10 Members have requested exclusion from the Settlement. 260 Class Members have not opt-ed out
11 of the Settlement and will receive payment under the Settlement, which represents approximately
12 98.86% of the Class. These 260 Class Members will be paid approximately \$283,735.33 from the
13 Gross Settlement Amount.

14 8. The class representative service award of \$10,000.00 to Named Plaintiff Gustavo
15 Meza is fair and reasonable. Therefore, this Court orders the service award of \$10,000.00 shall be
16 paid to Named Plaintiff Gustavo Meza from the Gross Settlement Amount.

17 9. The attorney fees of Class Counsel in the amount of \$164,835.00 and litigation
18 expenses in the amount of \$15,300.00 is hereby granted pursuant to California law, because *inter*
19 *alia*, Class Counsel's request falls within the range of reasonableness and the result achieved
20 justified the award. Therefore, \$165,835.00 shall be paid to Class Counsel, Rastegar Law Group,
21 A.P.C., for their fees and \$15,300.00 shall be paid to Class Counsel for their costs from the Gross
22 Settlement Amount.

23 10. Of the Gross Settlement Amount, \$6,892.07 shall be paid to ILYM Group, Inc. for
24 Settlement administration fees and costs.

25 11. Of the Gross Settlement Amount, \$3,000.00 shall be paid to the California Labor &
26 Workforce Development Agency for penalties under the Private Attorneys' General Act
27 ("PAGA"), California Labor Code section 2698, et seq.

28 12. With this final approval of the proposed Settlement, it is hereby ordered that all
claims that are released as set forth in the Settlement Agreement are hereby barred.

1 13. As set forth in the Settlement Agreement, any checks remaining un-cashed after
2 120 calendar days after being issued shall be considered unclaimed property and turned over to
3 the State Controller's office pursuant to California Code of Civil Procedure section 1500 *et seq.*
4 and California Administrative Code section 1150 *et seq.*

5 14. Without affecting the finality of this Judgment, the Court shall retain continuing
6 jurisdiction over this action and the parties, including all Class Members, and over all matters
7 pertaining to the implementation and enforcement of the terms of the Settlement Agreements
8 pursuant to California Rule of Court 3.769(h) and Code of Civil Procedure section 664.6. Except
9 as provided to the contrary herein, any disputes or controversies arising with or with respect to the
10 interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to
11 the Court for resolution.

12 15. The Court sets a Non-Appearance Hearing (Case Review) Re: Distribution on
13 January 5, 2018 at 8:30 a.m. in Department 308. Class counsel is ordered to file a final report and
14 declaration re: distribution at least five (5) court days before the Non-Appearance Hearing in
15 Department 308.

16 IT IS SO ORDERED.

17
18 Dated: 7/7/17

ANN I. JONES

JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 22760 Hawthorne Boulevard, Suite 200, Torrance, California 90505.

On June 30, 2017, I served the following document or documents:


REVISED [PROPOSED] FINAL JUDGMENT & ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

- By fax transmission.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed below. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which is printed out, is attached.
- By United States mail.** I enclosed the documents in a sealed envelope or package addressed to the persons at the address listed below (specify one):
 - Deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
 - Placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the business's practices for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
- I am a resident or employed in the county where mailing occurred. The envelope or package was placed in the mail at Torrance, California.
- By personal service.** I personally delivered the documents to the persons at the addresses listed below. (1) For a party represented by an attorney, the delivery was made to the attorney or at the attorney's office by leaving all the documents in an envelope or package that was clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not less than 18 years of age between the hours of eight in the morning and six in the evening.
- By messenger service.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed below and providing them to a professional messenger service for service. A Declaration of Messenger is attached.
- By overnight delivery.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses listed below. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
- By e-mail or electronic transmission.** Pursuant to the order of the Court authorizing electronic service, I caused the documents to be sent to the person at the e-mail addresses listed below via Case Anywhere. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.


Service List

Jeffrey Lenkov, Esq. Sharon S. Jeffrey, Esq. MANNING & KASS, ELLROD RAMIREZ, TRESTER LLP 801 S. Figueroa St., 15 th Floor Los Angeles, California 90017 Tel. (213) 624-6900 Fax. (213) 624-6999	Attorneys for Defendants
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I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on June 30, 2017, at Torrance, California.



Jessica T. Moreno

FIRM: RASTEGAR LAW GROUP 22760 HAWTHORNE BLVD SUITE 200 TORRANCE, CA 90505 Phone: 310/218-5500					 ATTORNEY SERVICE INCORPORATED Long Beach 562-595-1337 Torrance 310-316-1256 Fax 562-595-6294																																																		
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Corporate Mailing Address: P.O. Box 91985, Long Beach, CA 90809-1985

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 By: M. Aguirre

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