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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

RUDY GARCIA, an individual, on behalf of
the State of California, as a private attorney
general, and on behalf of all others similarly
situated,

Plaintiff,

v.

CONSTRUCTION INNOVATIONS GROUP,
LLC, REX MOORE GROUP, INC.; REX
SIGNATURE SERVICES, LLC; REX
MOORE ELECTRICAL CONTRACTORS &
ENGINEERING INC.; and DOES 1-50,
inclusive.

Defendants.

CASE NO. 34-2020-00285239

Assigned to Hon. David De Alba

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT
THEREON**

HEARING DATE

Date: May 25, 2021
Time: 1:30 p.m.
Dept.: 53

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Stipulated Settlement Agreement and Release of Claims (the “Settlement
3 Agreement” and/or the “Settlement”) came for hearing on May 25, 2021, in Department 53 of
4 the above-entitled court.

5 The Final Approval Motion was unopposed by Defendants Constructive Innovations
6 Group, LLC; Rex Moore Group, Inc.; Rex Signature Services, LLC; and Rex Moore Electrical
7 Contractors & Engineering Inc. (collectively “Defendants”). Having considered the Final
8 Approval Motion, the Settlement Agreement, any Declarations, and all other materials properly
9 before the Court and having conducted an inquiry pursuant to California Rules of Court, rule
10 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good faith,
11 and the Settlement Agreement is approved. Due and adequate notice having been given to the
12 Settlement Class, and the Court having considered the Settlement Agreement, all papers filed
13 and proceedings had herein and all oral and written comments received regarding the proposed
14 Settlement, and having reviewed the record in this Action, and good cause appearing,

15 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

16 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
17 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

18 2. The Court has jurisdiction over the subject matter of this Action, the Class
19 Representative, the Settlement Class Members, and Defendants.

20 3. The Court finds that the distribution of the Notice Packet, as provided for in the
21 Order Granting Preliminary Approval of Class Action Settlement, constituted the best notice
22 practicable under the circumstances to all Settlement Class Members and fully met the
23 requirements of California law and due process under the California and United States
24 Constitution. Based on evidence and other material submitted, the actual notice to the Settlement
25 Class was adequate.

26 4. The Court finds that the instant Action presented a good faith dispute of the claims
27 alleged, and the Court finds in favor of Settlement approval
28

1 5. All Settlement Class Members who did not opt-out of the Settlement are entitled
2 to payment pursuant to the Settlement and this Judgment.

3 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
4 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
5 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
6 Settlement Agreement.

7 7. The Settling Parties are to bear their own costs, except as otherwise provided in
8 the Settlement Agreement.

9 8. For purposes of effectuating this Order and Judgment (including the Released
10 Claims of Participating Class Members), this Court has certified the following class: “all current
11 and former non-exempt employees employed by Defendants at any time during the Class Period
12 [September 15, 2016 through January 21, 2021].” The Court deems this definition sufficient for
13 purposes of California Rules of Court, rule 3.765(a). All Settlement Class Members who opted-
14 out are excluded from any and all terms and obligations, including the release(s) of the
15 Settlement.

16 9. With respect to the Participating Class Members and for purposes of approving
17 this Settlement, this Court finds and concludes as follows: (a) the Settlement Class Members are
18 ascertainable and so numerous that joinder of all Settlement Class Members is impracticable; (b)
19 there are questions of law or fact common to the Settlement Class Members, and there is a well-
20 defined community of interest among the Settlement Class Members with respect to the subject
21 matter of the Action; (c) the claims of the Class Representative are typical of the claims of the
22 Settlement Class Members; (d) the Class Representative has fairly and adequately protected the
23 interests of the Settlement Class Members; (e) a class action is superior to other available
24 methods for an efficient adjudication of this controversy; and (f) the counsels of record for the
25 Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in her
26 individual and representative capacity and for the Participating Class Members.

27 10. By this Judgment, the Class Representative shall release, relinquish, and
28 discharge, and each of the Participating Class Members shall be deemed to have, and by

operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims, as defined in the Settlement Agreement.

11. Neither the Settlement Agreement nor the Settlement terms contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the Settlement (i) is or may be deemed to be or may be used by the Class Representative or Participating Class Members as an admission of, or evidence of, the validity of any of the Settlement Class Members' Released Claims, or of any wrongdoing or liability of Defendants or any of the other Released Parties; or (ii) is or may be deemed to be or may be used by the Class Representative or Participating Class Members as an admission of, or evidence of, any fault or omission of Defendants or any of the other Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendants or any of the other Released Parties may file the Settlement Agreement and/or the Judgment from this Action in any other action that may be brought against it or them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12. The "Settlement Amount" to be paid under the Settlement Agreement is \$1,850,000. From this amount, Class Counsel collectively sought an award of Attorneys' Fees of \$616,666.66, and Costs in the amount of \$11,260.10, a Class Representative Service Payment for the Class Representative Rudy Garcia of \$10,000, \$20,000 to the Settlement Administrator, ILYM Group, and \$37,500 to the LWDA for PAGA Penalties. Defendants do not oppose these requests. The Court finds that the Settlement Amount is fair, reasonable, and adequate, and awards the payments as set forth above from the Settlement Amount. After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

1 13. The Settlement Administrator is directed to calculate the Participating Class
2 Member's Individual Settlement Payments from the Net Settlement Amount and issue all
3 payments in accordance with the Settlement Agreement.

4 14. Concurrently with mailing the settlement checks to the Participating Class
5 Members, the Settlement Administrator shall include a Notice of Entry of Judgment to all
6 Participating Class Members either on a postcard or as a detachable portion of the check for the
7 Participating Class Members, noting the following: "Please be advised that on [date] the
8 Superior Court of California for the County of Sacramento entered Judgment in the case entitled
9 *Rudy Garcia v. Construction Innovations Group, LLC, et al*, Case No. 34-2020-00285239, on
10 behalf of all Participating Class Members employed by Defendants at any time during the Class
11 Period [September 15, 2016 through January 21, 2021].

12 15. Participating Class Members shall have 180 days to negotiate the Settlement
13 check from the date of issuance by the Settlement Administrator. In the event that a Participating
14 Class Member does not negotiate his/her check within this time period, the uncashed check along
15 with any interest that has accrued thereon, shall be submitted to the State of California Unclaimed
16 Property Fund, subject to Court approval.

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

19 17. The Court reserves exclusive and continuing jurisdiction over the Action, the
20 Class Representative, the Participating Class Members, and Defendants for the purposes of
21 supervising the implementation, enforcement, construction, administration, and interpretation of
22 the Settlement Agreement and this Judgment.

23
24 **IT IS SO ORDERED.**

25
26 Dated: _____

JUDGE OF THE SUPERIOR COURT