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LAW AND MOTION DEPT. 53/54
SUPERIOR COURT
OF CALIFORNIA
SACRAMENTO COUNTY

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

REBECCA GIBSON, on behalf of herself and
all other similarly situated,

Plaintiff,

vs.

SYBLON REID CONSTRUCTION,
INCORPORATED, a California Corporation;
and DOES 1-50, inclusive.

Defendants.

Case No.: 34-2020-00291534

CLASS ACTION

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

HEARING DATE

Date: February 24, 2022
Time: 9:30 a.m.
Dept.: 54

Complaint Filed: December 29, 2020
FAC Filed: March 16, 2021

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

BY FAX

1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set
2 forth in the Class Action Settlement Agreement and Release of Claims (the "Settlement
3 Agreement" and/or the "Settlement") came on for hearing on February 24, 2022, in Department
4 54 of the above-entitled court. The Final Approval Motion was unopposed by defendants Syblon
5 Reid Construction, Incorporated and Syblon Reid, a General Partnership (collectively
6 "Defendants").

7 Having considered the Final Approval Motion, the Settlement Agreement, any
8 Declarations, and all other materials properly before the Court and having conducted an inquiry
9 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
10 Agreement was entered into by all parties in good faith, and the Settlement Agreement is
11 approved. Due and adequate notice having been given to the Settlement Class, and the Court
12 having considered the Settlement Agreement, all papers filed and proceedings had herein and all
13 oral and written comments received regarding the proposed Settlement, and having reviewed the
14 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 Class Notice, 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 Class Members and fully met the requirements of
23 California law and due process under the California and United States Constitutions. Based on
24 evidence and other materials submitted, the actual notice to the Settlement Class was adequate.

25 4. The Court finds that the instant Action presented a good faith dispute of the claims
26 alleged, and the Court finds in favor of Settlement approval. Specifically, the claims on behalf
27 of the Settlement Class Members included: (1) failure pay all overtime wages, (2) failure to
28 provide meal breaks and/or pay missed meal period premiums, (3) failure to provide rest breaks

1 and/or pay missed rest period premiums, (4) failure to pay all wages earned and unpaid at
2 separation of employment, (5) failure to furnish accurate itemized wage statements, (6) unfair
3 competition, and (7) PAGA penalties based on the foregoing Labor Code violations pled in the
4 operative Complaint or that could have been pled.

5 5. All Class Members who did not opt-out of the Settlement ("Settlement Class
6 Members") are entitled to payment pursuant to the Settlement and this Judgment.

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

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

13 8. For purposes of effectuating this Order and Judgment (including the Released
14 Claims of Settlement Class Members), this Court has certified the following class: "All current
15 and former non-exempt, non-union employees employed by Syblon Reid Construction,
16 Incorporated and/or Syblon Reid, a General Partnership in California at any time from December
17 29, 2016, through August 10, 2021." The Court deems this definition sufficient for purposes of
18 California Rules of Court, rule 3.765(a).

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

individual and representative capacity and for the Settlement Class Members.

10. By this Judgment, each of the Settlement 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.

The Settlement Agreement and this Judgment are binding on, and have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings: (i) that encompass the Released Claims and Class Representative Released Claims that are maintained by or on behalf of the named Plaintiff and/or her spouse, heirs, assigns, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns, and (ii) that encompass the Released Claims and that are maintained by or on behalf of any Class Member and/or his or her spouse, heirs, assigns, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns, regardless of whether the Class Member previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Released Claims, and even if such member of the Class Member never received actual notice of the Action or this proposed Settlement.

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 Settlement 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 Settlement 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

1 settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or
2 similar defense or counterclaim.

3 12. The "Gross Settlement Amount" to be paid under the Settlement Agreement is
4 \$215,000. From this amount, Class Counsel collectively sought an award of Attorneys' Fees of
5 \$71,666.67, and Costs in the amount of \$3,754.15, a Class Representative Service Payment for
6 the Class Representative Rebecca Gibson of \$10,000, \$3,000.00 to the Settlement Administrator,
7 ILYM Group, Inc., and \$3,750 to the LWDA for PAGA Penalties. The Gross Settlement Amount
8 is also inclusive of all payroll taxes to be paid by Defendants. The Court finds that the Gross
9 Settlement Amount is fair, reasonable and adequate, and awards the payments set forth above
10 from the Gross Settlement Amount. After deducting the foregoing payments and all of
11 Defendants' payroll taxes from the Gross Settlement Amount, the remainder shall form the Net
12 Settlement Amount payable to the Participating Class Members as set forth in the Settlement
13 Agreement and as calculated by the Settlement Administrator.

14 13. The Settlement Administrator is directed to calculate the Settlement Class
15 Member's Individual Settlement Payments from the Net Settlement Amount and issue all
16 payments in accordance with the Settlement Agreement, and in the time frames set forth in the
17 Settlement Agreement.

18 14. Concurrently with mailing the settlement checks to the Settlement Class Members,
19 the Settlement Administrator shall include a Notice of Entry of Judgment to all Settlement Class
20 Members either on a postcard or as a detachable portion of the check for the Settlement Class
21 Members, noting the following: "Please be advised that on [date] the Superior Court of California
22 for the County of Sacramento entered Judgment in the case entitled *Rebecca Gibson v. Syblon*
23 *Reid Construction, Incorporated*, Case No. 34-2020-00291534, on behalf of all Settlement Class
24 Members employed by Defendants at any time during the Class Period [December 29, 2016,
25 through August 10, 2021].

26 16. Settlement Class Members shall have 180 calendar days to cash the Settlement
27 check from the date of issuance by the Settlement Administrator. In the event that a Settlement
28 Class Member does not cash his/her check within this time period, the uncashed check along with

1 any interest that has accrued thereon, shall be submitted to the California State Controller's Office
2 Unclaimed Property Fund in the name of the Settlement Class Member.

3 17. This document shall constitute a Judgment for purposes of California Rule of
4 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
5 Class Representative, the Settlement Class Members, and Defendants for the purposes of
6 supervising the implementation, enforcement, construction, administration, and interpretation of
7 the Settlement Agreement and this Judgment.

8 **IT IS SO ORDERED.**

9 Dated: 2-24-2022



[Signature]
JUDGE OF THE SUPERIOR COURT
Hon. Timothy Satter