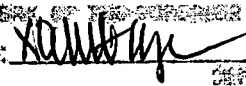


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MERCED COUNTY

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CLERK OF THE SUPERIOR COURT
BY:  DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED

EILEEN VELASQUEZ, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiffs,

v.

HI-TEMP INSULATION, INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 21CV-02505

Assigned for All Purposes to:
Honorable Brian McCabe
Department 8

CLASS ACTION

**[REDACTED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: July 1, 2022
Hearing Time: 8:15 a.m.
Hearing Place: Department 8

Complaint Filed: August 2, 2021
FAC Filed: August 26, 2021
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Eileen Velasquez's and Juan
2 Salinas' ("Plaintiffs") Motion for Final Approval of Class Action Settlement, Attorneys' Fees
3 and Costs, and Class Representative Enhancement Payments, and after considering the papers
4 submitted in support of the motion, including the Joint Stipulation of Class Action Settlement
5 and Release ("Settlement Agreement," "Settlement," or "Agreement"), hereby FINDS AND
6 ORDERS as follows:

7 Plaintiffs and Defendant Hi-Temp Insulation, Inc. ("Defendant") entered a Settlement
8 Agreement on or about September 29, 2021 to settle this class action lawsuit.

9 The Court entered an Order dated October 29, 2021 preliminarily approving the
10 settlement of this class action lawsuit ("Preliminary Approval Order"), consistent with the Code
11 of Civil Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to
12 Class Members, scheduling a Fairness Hearing for July 1, 2022, and providing Class Members
13 with an opportunity to object to the Settlement, exclude themselves from the Class, or submit a
14 Claim Form.

15 The Court held a Fairness Hearing on July 1, 2022.

16 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
17 ("Order and Judgment") incorporates the Agreement. Unless otherwise provided herein, all
18 capitalized terms in this Order and Judgment shall have the same meaning as set forth in the
19 Agreement.

20 2. Jurisdiction. Because adequate notice has been disseminated, and all Class
21 Members have been given the opportunity to request exclusion from the Class, the Court has
22 personal jurisdiction with respect to the claims of all Class Members. The Court has subject
23 matter jurisdiction over this class action, including jurisdiction to approve the Settlement, grant
24 final certification of the Class, and dismiss the class action.

25 3. Final Class Certification. The Court finds that the Class satisfies all applicable
26 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
27 process. Accordingly, the Court certifies a Class consisting of all current and former hourly-paid
28 or non-exempt employees of Defendant within the State of California at any time during the

1 period from August 31, 2016, to June 10, 2021 ("Class," "Class Members," and "Class Period").

2 There are currently six hundred forty-nine (649) Class Members who submitted timely and valid
3 Claim Forms for participation in the Class Action Settlement ("Claimants").

4 4. Adequacy of Representation. As Class Counsel, Douglas Han, Shunt Tatavos-
5 Gharajeh, and Phillip Song of the Justice Law Corporation have fully and adequately represented
6 the Class for purposes of entering and implementing the Settlement and have satisfied the
7 requirements of Code of Civil Procedure section 382.

8 5. Notice Packet. The Court finds that the Notice of Class Action Settlement and
9 Claim Form (collectively, known as the "Notice Packet") and its distribution to Class Members
10 have been implemented pursuant to the Agreement and this Court's Preliminary Approval Order
11 and that it:

12 a. constitute notice that was reasonably calculated, under the circumstances,
13 to apprise Class Members of: (i) the pendency of the class action; (ii) the material terms and
14 provisions of the Settlement and their rights under the Settlement; (iii) their right to object to
15 any aspect of the ~~Settlement~~ Settlement (including final certification of the Class, the fairness,
16 reasonableness and adequacy of the Settlement, the adequacy of the Class's representation by
17 Plaintiffs and Class Counsel, and/or the award of Plaintiffs' Class Representative Enhancement
18 Payments and Attorneys' Fees and Costs); (iv) their right to exclude themselves from the Class
19 and the Settlement; (v) their right to claim an Individual Settlement Payment by submitting a
20 Claim Form; (vi) their right to appear at the Settlement Fairness Hearing; and (vii) the binding
21 effect of the orders and judgment in the class action, whether favorable or unfavorable, on all
22 Class Members who do not request exclusion from the Settlement ("Settlement Class
23 Members");

24 b. constitute notice that fully satisfied the requirements of Code of Civil
25 Procedure section 382, California Rule of Court 3.769, and due process;

26 c. constitute the best practicable notice to Class Members under the
27 circumstances of the class action; and

28 ///

d. constitute notice reasonable, adequate, and sufficient to all Class Members.

6. Final Settlement Approval. The terms and provisions of the Settlement have been entered in good faith and are the product of arm's-length negotiations by experienced counsel who have done a meaningful investigation of the claims in the dispute. The Settlement and all its terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the best interests of the Parties. The Parties are directed to implement the Settlement according to its terms and provisions.

7. Binding Effect. The terms and provisions of the Settlement Agreement and this Order and Judgment are binding on the Settlement Class Members, as well as their heirs, executors and administrators, successors, and assigns, and those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in the class action and are encompassed by the release of the Settlement Class Members' Released Claims as set forth in the Settlement Agreement. The Settlement Agreement will have no binding effect upon, and provide no res judicata preclusion to, those Class Members who have submitted Requests for Exclusion.

8. Released Claims by Class Members. Upon the Effective Date, Plaintiffs and Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged with respect to all the Released Parties any and all Released Claims for any period during the Released Claims Period.

a. General Release by Class Representatives. As a condition of the class action settlement, Plaintiffs, as the Class Representatives, shall provide a separate general release with respect to the Released Parties. Pursuant to the terms of the Settlement Plaintiffs expressly waive and relinquish any rights or benefits available to them under the provisions of section 1542 of the Civil Code.

b. Released Parties. The Released Parties include Defendant, and its former and present parents, subsidiaries, and affiliates, and their current and former officers,

1 directors, owners, employees, partners, shareholders and agents, and the
2 predecessors and successors, assigns, and legal representatives of all such entities
3 and individuals, as well as any entities with whom Defendant could share a Joint
4 Employer relationship under any legal theory, including but not limited to
5 Accountemps, Craig H. Johnson & Associates Placement Services, Expert
6 Staffing West, Express Services, Inc., DBA Express Employment Professionals,
7 OnDemand Employment Group, Palo Verde Consulting, and Search Solutions,
8 LLC.

9 9. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
10 any action to enforce the terms and provisions of the Settlement Agreement.

11 10. Class Representative Enhancement Payments. The Court finds the Class
12 Representative Enhancement Payments of \$10,000, to be paid by Defendant to each Plaintiff out
13 of the Maximum Settlement Amount, to be reasonable and appropriate. The Class Representative
14 Enhancement Payments are to be paid pursuant to the terms and provisions set forth in the
15 Agreement.

16 a. The rationale for making enhancement payments is that the class representatives
17 should be compensated for the expense and risk they have incurred in conferring a
18 benefit on other class members. Such enhancement payments are appropriate if
19 they are necessary to induce individuals to participate in the suit. Criteria courts
20 may consider include: (1) the risk to the class representatives in commencing suit,
21 both financial and otherwise; (2) the notoriety and personal difficulties
22 encountered by the class representatives; (3) the amount of time and effort spent
23 by the class representatives; (4) the duration of the litigation; and (5) personal
24 benefit (or lack thereof) enjoyed by class representatives.

25 b. The Court has reviewed the Plaintiffs' declarations outlining their involvement in
26 the case. Given the risks inherent in their services as Class Representatives, the
27 duration of the case and time involved, and the benefits created for the Class, the
28

1 Court approves Class Representative Enhancement Payments of \$10,000 to be
2 paid to each Plaintiff.

3 11. Attorneys' Fees and Costs. The Court finds an award of attorneys' fees of
4 \$680,750, to be paid out of the Maximum Settlement Amount by Defendant to Class Counsel, to
5 be reasonable and appropriate. The Court further finds that an award of actual litigation costs of
6 \$14,042.34, to be paid by Defendant to Class Counsel out of the Maximum Settlement Amount,
7 to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and
8 provisions set forth in the Settlement. Defendant shall not be required to pay for any other
9 attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other
10 counsel representing Plaintiffs or Class Members or incurred by Plaintiffs or Class Members in
11 connection with or related in any manner to the class action, the Settlement, the administration of
12 the Settlement, and/or the Settlement Class Members' Released Claims.

13 a. The Court has an independent right and responsibility to review the requested
14 attorneys' fees and only award so much as it determines reasonable. (See
15 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
16 127-28.) The attorneys' fees requested by Class Counsel of \$680,750 is thirty-five
17 percent (35%) of the common fund created for the benefit of the Class Members
18 and is supported by use of the percentage-fee method. (See *Laffitte v. Robert Half*
19 *International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the excellent results
20 achieved for the Class, the financial risk taken by Class Counsel, the novel and
21 difficult nature of this litigation, the skill required to deal with these issues,
22 percentage fees award in other cases, and the contingent fees charged in private
23 marketplace, the Court finds that the request for the attorneys' fees is with the
24 legal marketplace, is reasonable, and is approved.

25 b. The Court has reviewed the declaration of Douglas Han regarding the costs
26 expended in the prosecution of this litigation. Under the terms of the Settlement,
27 Plaintiffs may seek reimbursement of up to \$30,000 in litigation costs. As stated
28 above, the Court finds Plaintiffs have expended \$14,042.34 in litigation costs and

1 that such costs were reasonable. Therefore, the Court approves the payment of
2 attorneys' costs of \$14,042.34 for the reimbursement of the costs and expenses
3 incurred by Class Counsel.

4 12. Claims Administration Costs. The Court finds the Claims Administration Costs
5 of \$13,500, to be paid by Defendant to the Claims Administrator out of the Maximum Settlement
6 Amount, to be reasonable and appropriate. The Claims Administration Costs are to be paid
7 pursuant to terms and provisions set forth in the Settlement Agreement.

8 a. The Court has reviewed the declaration of Kevin Lee from Phoenix Class Action
9 Administration Solutions ("Phoenix"), the Court-approved Claims Administrator.
10 The Court finds that notice was provided to the Class pursuant to the Preliminary
11 Approval Order, that the notice constitute the best practicable notice to the Class,
12 and that the notice satisfied due process. Phoenix has discharged its duties to
13 provide notice to the Class. Thus, the Court approves a payment for Claims
14 Administration Costs of \$13,500 for Phoenix's services in administering this
15 settlement.

16 13. PAGA Payment. The Court finds the Private Attorneys General Act of 2004
17 ("PAGA") Payment of \$100,000, seventy-five percent (75%) of which (\$75,000) will be paid by
18 Defendant to the California Labor and Workforce Development Agency ("LWDA Payment") out
19 of the Maximum Settlement Amount and twenty-five percent (25%) of which (\$25,000) will be
20 distributed, pro rata, based on weeks worked to all PAGA Aggrieved Employees, to be
21 reasonable and appropriate. The PAGA Payment is to be paid pursuant to the terms and
22 provisions set forth in the Settlement Agreement.

23 14. Funding of the Settlement. Within three (3) business days after the Final
24 Approval of the Settlement, the Claims Administrator will provide the Parties with an accounting
25 of the amounts to be paid by Defendant pursuant to the terms of the Settlement. Defendant will
26 deposit all Court-approved costs, fees and payments, and claim amounts from the Maximum
27 Settlement Amount into a Qualified Settlement Fund ("QSF") account to be established by the
28 Claims Administrator within fifteen (15) business days of the Effective Date. Within three (3)

1 business days of the Court granting final approval, the Claims Administrator will calculate all
2 payments due. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail
3 to the respective Claimant's last known mailing address within fourteen (14) calendar days after
4 Defendant deposits all Court-approved and claim amounts from the Maximum Settlement
5 Amount into a QSF.

6 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
7 Settlement is entitled to a presumption of fairness. In their moving papers, Plaintiffs contend the
8 ~~proposed~~ Settlement was the product of arm's-length negotiations following extensive litigation,
9 discovery, and exchange of documentation relating to Plaintiffs' claims. The negotiations were
10 facilitated with the assistance of mediator Jeffrey Krivis, an experienced and well-respected class
11 action mediator.

12 a. With respect to the benefit to the Class Members, Plaintiffs' moving papers
13 indicate the *average* Individual Settlement Payment will be approximately
14 \$1,492.87, and the *highest* Individual Settlement Share will be about \$2,031.44
15 under the ~~proposed~~ allocation, which is based on the number of weeks worked
16 during the Class Period.

17 b. There were no Notices of Objection to and no Requests for Exclusions from the
18 Settlement. This is further proof of the fairness of the Settlement.

19 16. Uncashed Checks. Any checks issued by the Claims Administrator to Claimants
20 will be negotiable for at least one hundred twenty (120) calendar days. Those funds represented
21 by settlement checks returned as undeliverable and those settlement checks remaining un-cashed
22 for more than one hundred twenty (120) calendar days after issuance will be sent to RAIN
23 Communities, Inc.

24 17. Modification of Settlement Agreement. The Settlement Class Members are
25 hereby authorized, upon approval of the Court, to agree to and adopt amendments to or
26 modifications of the Settlement Agreement, by a written instrument signed by the Parties and
27 their counsel or their successors-in-interest. Such amendments or modifications shall be
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1 consistent with this Order and Judgment and cannot limit the rights of Settlement Class Members
2 under the Settlement Agreement.

3 18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
4 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
5 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
6 and for any other necessary purpose, including, without limitation:

- 7 a. enforcing the terms and provisions of the Settlement Agreement and resolving
8 any disputes, claims, or causes of action in the class action that, in whole or in
9 part, are related to or arise out of the Settlement Agreement or this Order and
10 Judgment;
11 b. entering such additional orders as may be necessary or appropriate to protect or
12 effectuate this Order and Judgment approving the Agreement, and permanently
13 enjoining Plaintiffs from initiating or pursuing related proceedings, or to ensure
14 the fair and orderly administration of the Agreement; and
15 c. entering any other necessary or appropriate orders to protect and effectuate this
16 Court's retention of continuing jurisdiction.

17 For the reasons set forth above, the Motion for Final Approval of Class Action
18 Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement Payments is
19 GRANTED. The Claims Administrator is directed to carry out the terms of the Settlement
20 Agreement forthwith.

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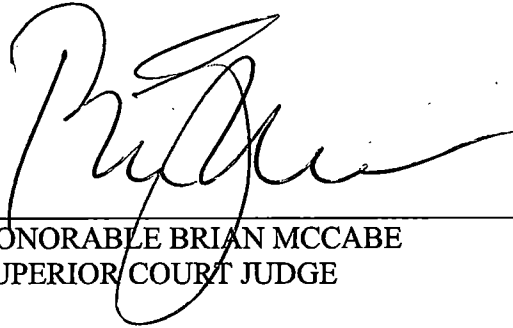
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1 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
2 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
3 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
4 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
5 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
6 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
7 THE JUDGMENT THEREON.

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9 IT IS SO ORDERED.

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11 DATED: 7/1/2022


HONORABLE BRIAN MCCABE
SUPERIOR COURT JUDGE

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On July 5, 2022, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Velasquez v. Hi-Temp Insulation, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-831769-21**
Court Case No.: 21CV-02505
Merced County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 5, 2022, at Pasadena, California.



Mariah Anderson