

ORIGINAL

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and all aggrieved employees

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JAN 20 2023

BY Sandra Portillo
SANDRA PORTILLO, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JAMES AHLBORN, an individual, on behalf
of the State of California, as a private attorney
general,

PLAINTIFF,

v.

BUILDING MATERIALS
MANUFACTURING CORPORATION, a
Delaware Corporation; and DOES 1 to 50,

DEFENDANTS.

Case No: CIVSB2124640

[Assigned for all purposes to the Hon. Joseph T.
Ortiz, Dept. S-17]

~~PROPOSED~~ ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING FINAL JUDGMENT

Date: January 20, 2023

Time: 1:30 p.m.

Complaint Filed: August 26, 2021

Trial Date: None Set

~~PROPOSED~~ ORDER GRANTING APPROVAL OF PAGA SETTLEMENT AND ENTERING FINAL
JUDGMENT

1 The Court has received and considered the application of Plaintiff James Ahlborn, an
2 individual, on behalf of the people of the State of California acting as a private attorney general
3 under the Labor Code Private Attorneys General Act of 2004, § 2698, *et seq.* ("PAGA") for
4 approval of the Private Attorney General Act Settlement Agreement ("Settlement Agreement" or
5 "Settlement") entered into between Plaintiff on behalf of the state of California as a private
6 attorney general pursuant to PAGA and Defendant Building Materials Corporation. The Court
7 hereby approves the Representative PAGA Settlement.

8 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

9 The Court hereby enters FINAL JUDGMENT in conformity with the Settlement
10 Agreement. All terms used herein shall have the same meaning as defined in the Settlement
11 Agreement. The Settlement Administrator shall distribute the Gross Settlement Amount as
12 follows:

- 13 (a) PAGA Counsel's attorneys' fees in the amount of one-third of the
14 Settlement Payment (\$43,333.33);
15 (b) PAGA Counsel's cost reimbursement in the amount of \$2,644.66;
16 (c) Settlement Administration costs of \$6,000.00 to be paid to the Settlement
17 Administrator ILYM ;
18 (d) A service award to James Ahlborn in the amount of \$7,500.00;
19 (e) the remainder of the Settlement Payment after deducting the items (a), (b),
20 (c), and (d) herein shall be designated as PAGA Penalties, which are
21 estimated to be \$70,522.01 and will be allocated between the LWDA and
22 the Aggrieved Employees pursuant to Labor Code section 2699(i) with 75%
23 (\$52,891.50) paid to the LWDA and 25% (\$17,630.51) paid to the
24 Aggrieved Employees on a pro rata basis based upon the number of pay
25 periods worked during the PAGA period as set forth in the Parties'
26 Settlement Agreement.

27 All checks to Aggrieved Employees shall remain valid and negotiable for 180 days from
28

1 the date of their issuance. If any checks are not cashed within 180 days of mailing, those funds
2 shall be transmitted to the Controller of the State of California to be held pursuant to the
3 Unclaimed Property Law, California Code of Civil Procedure section 1500 *et seq.* in the names of
4 those Aggrieved Employees who did not cash their checks until such time they claim their
5 property.

6 The Settlement Proceeds shall be distributed according to the Payment and Distribution
7 Plan set forth in the Parties' Settlement Agreement.

8 The Court hereby sets a compliance hearing regarding the distribution for the Settlement
9 Funds on Feb 6, 2025 ~~2024~~ at 8:30 AM in this Department. S17

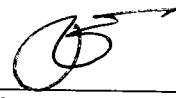
10 Upon the date the Court enters Judgment, Plaintiff, the Aggrieved Employees, and the
11 State of California, shall fully release and forever discharge Defendant and the Released Parties
12 for the period from February 2, 2020, to October 16, 2022, from any and all claims, rights, or
13 causes of action seeking civil penalties under PAGA that were alleged or reasonably could have
14 been alleged against Defendant and the Released Parties based on the allegations of fact set forth
15 in the June 21, 2021 PAGA, the July 27, 2021 Amended PAGA Notice, and the August 26, 2021
16 Complaint, including but not limited to Labor Code sections 201, 202, 203, 204, 210, 221, 224,
17 226.3, 226.7, 403, 432.5, 450, 510, 512, 558, 1194, 1197, 1198, and 2802. Aggrieved Employees
18 cannot opt out of or object to the Release.

19 The San Bernardino County Superior Court shall retain jurisdiction to enforce this
20 Agreement pursuant to California Code of Civil Procedure section 664.6. The Court shall retain
21 continuing jurisdiction over this Lawsuit and over all Parties and aggrieved employees, to the
22 fullest extent to enforce and effectuate the terms and intent of this Agreement.

23 This document shall constitute a Judgment and is intended to be a final disposition of the
24 above captioned action in its entirety, and is intended to be immediately appealable.

25 **IT IS SO ORDERED.**

26
27 DATED: 1/20/23

28 
HON. JOSEPH T. ORTIZ
JUDGE OF THE SUPERIOR COURT