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

11 RONNIE GARCIA, PETER SUMO,
12 THOMAS TOMLINSON, on behalf of
themselves and on behalf of all similarly
13 situated individuals,

14 Plaintiffs,

15 v.

16 SST CONSTRUCTION, LLC, a California
limited liability company, and DOES 1
through 10, inclusive,

17 Defendants.

CASE NO: 34-2022-00320617

Assigned to Hon. Jill H. Talley, Dept. 23

CLASS ACTION

**[AMENDED PROPOSED] ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

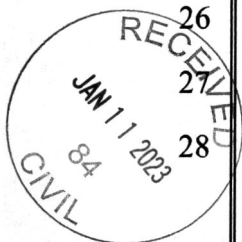
Date: January 12, 2024

Time: 9:00 a.m.

Dept.: 27

Complaint Filed: July 2, 2021

BY FAX



1 Plaintiffs' Motion for an Order Granting Final Approval of Class Action Settlement came
2 before this Court on January 12, 2024. The above-captioned Action is a class action lawsuit brought
3 by Plaintiffs Ronnie Garcia, Peter Sumo, and Thomas Tomlinson ("Plaintiffs") against Defendant
4 SST Construction, LLC ("Defendant") (collectively, the "Parties"). Plaintiffs allege, on behalf of
5 a class of certain of Defendant's current and former employees, that Defendant failed to pay all
6 wages, failed to provide meal and rest periods or compensation in lieu thereof, failed to pay wages
7 due timely upon separation of employment, failed to reimburse all business expenses, and failed to
8 comply with itemized wage statement provisions. Defendant denies any and all alleged
9 wrongdoing and denies any liability to Plaintiffs or to members of the Class. Defendant contends
10 that that it has complied at all times with California law, including the California Labor Code, the
11 Industrial Commission Wage Orders, and the California Business and Professions Code.

12 On October 3, 2023, this Court entered an Order Granting Preliminary Approval of
13 Settlement, resulting in certification of the following provisional Settlement Class: all individuals
14 who currently work or previously worked for Defendants in California in a non-exempt position
15 between May 27, 2018 and October 3, 2023.

16 The Preliminary Approval Order further directed the Parties to provide Notice to the Class,
17 which informed absent Class Members of: (a) the proposed Settlement, and the Settlement's key
18 terms; (b) the date, time and location of the Final Approval Hearing; (c) the right of any Class
19 Member to object to the proposed Settlement, and an explanation of the procedures to exercise that
20 right; (d) the right of any Class Member to exclude themselves from the proposed Settlement, and
21 an explanation of the procedures to exercise that right; and (e) an explanation of the procedures for
22 Class Members to participate in the proposed settlement.

23 The Court, upon Notice having been given as required in the Preliminary Approval Order,
24 and having considered the Settlement Agreement and Release of Claims (the "Settlement"), as well
25 as all papers filed, hereby **ORDERS, ADJUDGES AND DECREES AS FOLLOWS:**

26 1. This Court has jurisdiction over the subject matter of the Action and over all Parties
27 to the Action, including all members of the Settlement Class and all Aggrieved Employees.
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1 2. The Court finds that the Settlement Class is properly certified for settlement
2 purposes only.

3 3. The Notice provided to the Settlement Class conforms with the requirements of
4 California Code of Civil Procedure section 382, California Civil Code section 1781, California
5 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
6 applicable law, and constitutes the best notice practicable under the circumstances, by providing
7 individual notice to all Class Members who could be identified through reasonable effort, and by
8 providing due and adequate notice of the proceedings and of the matters set forth therein to the
9 Class Members. The notice fully satisfied the requirements of due process.

10 4. The Court finds the settlement was entered into in good faith, that the Settlement is
11 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
12 requirements for final approval of this class action settlement under California law, including the
13 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
14 3.769.

15 5. The Court approves the Gross Settlement Amount of One Million Five Hundred
16 Thousand Dollars (\$1,500,000).

17 6. Zero (0) Class Members have objected to the terms of the Settlement.

18 7. Zero (0) Class Member(s) have requested exclusion from the Settlement.

19 8. Upon entry of this Order, compensation to the Class Members and all Aggrieved
20 Employees shall be affected pursuant to the terms of the Settlement.

21 9. In addition to any recovery that Plaintiffs may receive from the Net Settlement
22 Proceeds, and in recognition of the Plaintiffs' efforts on behalf of the Settlement Class, the Court
23 hereby approves the payment of Service Awards to Plaintiffs Ronnie Garcia, Peter Sumo, and
24 Thomas Tomlinson in the amount of Twelve Thousand Dollars (\$12,000) each (totaling \$36,000).
25 This shall be paid from the Gross Settlement Amount.

26 10. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
27 Five Hundred Thousand Dollars (\$500,000), and the reimbursement of litigation expenses in the
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1 sum of Sixteen Thousand Eight Hundred Seventy-Three Dollars and Sixty-Nine Cents
2 (\$16,873.69). This shall be paid from the Gross Settlement Amount.

3 11. The Court approves and orders payment in the amount of Ten Thousand Five
4 Hundred Dollars (\$10,500) to Phoenix Class Action Administration Solutions for performance of
5 its settlement administration services. This shall be paid from the Gross Settlement Amount.

6 12. The Court approves and orders payment in the amount of Seventy-Five Thousand
7 Dollars (\$75,000) to the California Labor and Workforce Development Agency for its 75% share
8 of PAGA penalties, and Twenty-Five Thousand Dollars (\$25,000) to the Aggrieved Employees as
9 part of the Net Settlement Proceeds. This shall be paid from the Gross Settlement Amount.

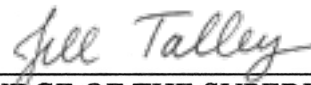
10 13. Upon the entry of this Order and Judgment, Plaintiffs and all Class Members who
11 did not exclude themselves from the Settlement and all Aggrieved Employees shall be bound by
12 the releases of claims as set forth in the Settlement.

13 14. This "Judgment" is intended to be a final disposition of the above captioned action
14 in its entirety, and is intended to be immediately appealable.

15 15. This Court shall retain jurisdiction with respect to all matters related to the
16 administration and consummation of the Settlement, and any and all claims asserted in, arising out
17 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to
18 the settlement and the determination of all controversies relating thereto.

19 **IT IS SO ORDERED.**

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21 Dated: 01/16/2024

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24 JUDGE OF THE SUPERIOR COURT
25 Jill Talley
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PROOF OF SERVICE AND CERTIFICATION

I am employed in the County of Ventura, State of California. I am over the age of 18 and not a party to the action. My business address is 4550 E. Thousand Oaks Blvd., Suite 100 Westlake Village, CA 91362.

____ (For messenger) my business address is:

On January 11, 2024, I served the foregoing document described as **AMENDED PROPOSED ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Kevin Jackson, Esq.
FOLEY & LARDNER LLP
11988 El Camino Real, Suite 400
San Diego, CA 92130-2594
kjackson@foley.com

On the above date:

____ (BY ☐ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized carrier or driver authorized by the express carrier to receive documents.

____ (BY FACSIMILE TRANSMISSION) On January 11, 2024, at ____ a.m./p.m., at Westlake Village, California, I served the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-8984 and the telephone number(s) of the receiving facsimile machine was (____) ____-____. A transmission report was properly issued by the sending facsimile machine, and the transmission was reported as complete and without error. Copies of the facsimile transmission cover sheet and the transmission report are attached to this proof of service.

____ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

 X (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission via email on the counsel of record listed above.

I certify that the above document was printed on recycled paper.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 11, 2024, at Westlake Village, California.



JEREMY REYES