

1 Kane Moon (SBN 249834)
2 Allen Feghali (SBN 301080)
3 Julie Sohyun Oh (SBN 341157)
4 **MOON LAW GROUP, PC**
5 1055 W. Seventh St., Suite 1880
6 Los Angeles, California 90017
7 Telephone: (213) 232-3128
8 Facsimile: (213) 232-3125
9 E-mail: kmoon@moonlawgroup.com
10 E-mail: afeghali@moonlawgroup.com
11 E-mail: joh@moonlawgroup.com

12 Attorneys for Plaintiff ANTONIO CALDERON

13 Samuel A. Wong (SBN 217104)
14 Kashif Haque (SBN 218672)
15 Jessica L. Campbell (SBN 280626)
16 Jamie M. Loos (SBN 346492)
17 **AEGIS LAW FIRM, PC**
18 9811 Irvine Center Drive, Suite 100
19 Irvine, California 92618
20 Telephone: (949) 379-6250
21 Facsimile: (949) 379-6251
22 Email: jcampbell@aegislawfirm.com
23 Email: jloos@aegislawfirm.com

24 Attorneys for Plaintiff JORGE CARRILLO

25 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
26 **FOR THE COUNTY OF SAN DIEGO**

27 ANTONIO CALDERON, individually, and on
28 behalf of all others similarly situated,

Plaintiff,

vs.

29 INSTALLED BUILDING PRODUCTS, LLC, a
30 limited liability company dba OJ INSULATION;
31 and DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2021-00035844-CU-OE-CTL

[Assigned to Hon. James A. Mangione, Dept. C-75]

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT**

[Filed with Plaintiffs' Notice of Motion and
Motion for Final Approval, Declaration of
Kane Moon, Declaration of Plaintiffs,
Declaration of Jamie M. Loos, and Declaration
of Jennifer Mills]

FINAL APPROVAL HEARING

Date: November 3, 2023

Time: 9:00 a.m.

Dept: C-75

FILED
Clerk of the Superior Court

NOV 03 2023

By: J. Pascual, Deputy

COURTESY COPY

1 On June 2, 2023, the Court issued an Order Granting Plaintiffs' Motion for Preliminary
2 Approval of Class and PAGA Action Settlement. Plaintiffs Antonio Calderon and Jorge Carrillo
3 ("Plaintiffs") now seek an Order and Judgment Granting Final Approval of the same Joint Stipulation
4 of Class and PAGA Action Settlement Agreement ("Settlement") between Plaintiffs and Defendant
5 Installed Building Products, LLC ("Defendant"), attached to the Declaration of Kane Moon in
6 Support of Plaintiffs' Motion for Final Approval of Class and PAGA Action Settlement as Exhibit 1.

7 The Court, having considered Plaintiffs' Notice of Motion and Motion for Final Approval of
8 Class and PAGA Action Settlement ("Motion"), the supporting Declarations and Exhibits therein, the
9 records and files in this Action, and the absence of any written objections received regarding the
10 Settlement; and good cause appearing, **HEREBY ORDERS, ADJUDGES, AND DECREES AS**
11 **FOLLOWS:**

12 The Court has jurisdiction over all claims asserted in this Action, Plaintiffs, all Participating
13 Class Members, all Aggrieved Employees, and Defendant.

14 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as set
15 forth in the Settlement.

16 The Settlement appears to have been made and entered into in good faith and is hereby
17 approved, subject to any limitations on the requested fees and payments as set forth below.

18 For purposes of effectuating the Settlement, the following Class is hereby certified: all
19 persons who worked for Defendant as non-exempt, hourly employees in California at any time from
20 January 15, 2019, through June 2, 2023.

21 The Parties shall bear their own respective attorneys' fees and costs, except as provided for in
22 the Settlement and approved by the Court.

23 No Class Members have objected to the terms of the Settlement, and no Class Members have
24 requested exclusion from the Settlement.

25 Plaintiffs, all Participating Class Members, and all Aggrieved Employees shall have, by
26 operation of this Final Order and Judgment, fully, finally and forever released, relinquished, and
27 discharged all Released Parties from all Released Claims and Released PAGA Claims upon Final
28

1 Approval and Defendant's payment of all sums due pursuant to the Settlement, and except as to such
2 rights or claims as may be created by the Settlement, as stated in the Settlement and reproduced here:

3 1. **Released Parties.** "Released Parties" means Defendant and all related companies,
4 subsidiaries, owners, shareholders, members, agents (including, without limitation, any
5 investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or
6 future officers, directors and employees) predecessors, successors, and assigns.

7 2. **Plaintiffs' Release.** Plaintiffs release and discharge Released Parties from all claims,
8 transactions, or occurrences, including, but not limited to all claims that were, or
9 reasonably could have been, alleged, based on the facts contained, in the Operative
10 Complaint or ascertained during the Action and released under 6.2 below.

11 ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to
12 enforce this Agreement, or to any claims for vested benefits, unemployment benefits,
13 disability benefits, social security benefits, workers' compensation benefits that arose
14 at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge
15 that Plaintiffs may discover facts or law different from, or in addition to, the facts or
16 law that Plaintiffs now know or believe to be true but agrees, nonetheless, that
17 Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such
18 different or additional facts or Plaintiffs' discovery of them.

19 For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the
20 provisions, rights, and benefits, if any, of section 1542 of the California Civil
21 Code, which reads:

22 A general release does not extend to claims that the creditor or releasing party
23 does not know or suspect to exist in his or her favor at the time of executing the
24 release, and that if known by him or her would have materially affected his or her
25 settlement with the debtor or Released Party.

26 3. **Release by Participating Class Members.** All Participating Class Members
27 release Released Parties from all claims alleged in the Operative Complaints, and
28 which could have been asserted based on the facts alleged in the Operative

1 Complaints, and which were asserted leading up to and during mediation through the
2 date of preliminary approval, including without limitation unpaid wages, overtime,
3 missed meal and rest periods, waiting time penalties, wage statement violations,
4 failure to reimburse necessary business expenses, and related PAGA penalties
5 (“Released Claims”). Participating Class Members do not release any other claims,
6 including claims for vested benefits, wrongful termination, violation of the Fair
7 Employment and Housing Act, unemployment insurance, disability, social security,
8 workers’ compensation, or claims based on facts occurring outside the Class Period.

- 9 4. **Release by PAGA Members.** All PAGA Members are deemed to release the
10 Released Parties from all claims for PAGA penalties that were alleged, or reasonably
11 could have been alleged, based on the PAGA Period facts stated in the Operative
12 Complaint and each Plaintiff’s PAGA Notice (“Released PAGA Claims”). All PAGA
13 Members shall release claims arising under PAGA regardless of their decision to
14 participate in the Settlement.

15 The Gross Settlement Amount, Net Settlement Amount, and methodology used to calculate
16 and pay the Individual Class Payments and Individual PAGA Payments are fair and reasonable. The
17 Settlement Administrator is authorized to pay the Individual Class Payments and Individual PAGA
18 Payments to the Participating Class Members and PAGA Members in accordance with the terms of
19 the Settlement.

20 Defendant shall pay a total of \$1,500,000.00 to resolve the Action. Defendant will fund the
21 settlement account within fourteen (14) calendar days of the Effective Date. The Settlement
22 Administrator will distribute the fund installments within fourteen (14) calendar days of receipt of the
23 funding.

24 From the Gross Settlement Amount, a LWDA PAGA Payment of \$75,000.00 shall be paid to
25 the California Labor and Workforce Development Agency (“LWDA”), representing 75% of the
26 PAGA Penalties awarded under the terms of the Settlement, pursuant to the California Private
27 Attorneys General Act of 2004, Labor Code sections 2698, *et. seq.*

1 From the Gross Settlement Amount, Class Representative Service Payments in the amount of
2 \$20,000.00 shall be paid to Plaintiffs, \$10,000.00 to Plaintiff Antonio Calderon and \$10,000.00 to
3 Plaintiff Jorge Carrillo, for their service as Class Representatives and general release of claims.
4 Plaintiffs Antonio Calderon and Jorge Carrillo are hereby confirmed as Class Representatives.

5 From the Gross Settlement Amount, Attorneys' Fees in the amount of \$500,000.00 and
6 Attorneys' Costs in the amount of \$18,199.48 shall be paid to Class Counsel for their reasonable fees
7 and actual costs incurred in furtherance of this Action. The fees and costs shall be distributed to Class
8 Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the
9 benefit provided to the Class. Moon Law Group, PC and Aegis Law Firm, PC are hereby confirmed
10 as Class Counsel.

11 From the Gross Settlement Amount, Settlement Administration Costs in the amount of
12 \$13,000.00 shall be paid to the designated Settlement Administrator, Rust Consulting, Inc.

13 The Notice provided to the Class conforms with the requirements of California Rules of
14 Court rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
15 providing individual notice to all Class Members who could be identified through reasonable effort
16 and due and adequate notice of the proceedings and matters set forth therein to the Class Members.
17 The Notice fully satisfies the requirements of Due Process.

18 The Parties are ordered to have notice of this Final Order and Judgment sent to all Settlement
19 Class Members and Aggrieved Employees in accordance with California Rules of Court section
20 3.771(b), along with the Individual Class Payments and Individual PAGA Payments issued via First
21 Class U.S. Mail to their last known addresses and to the LWDA, pursuant to Labor Code section
22 2699(1).

23 This Judgment is intended to be a final disposition of the Action in its entirety and is intended
24 to be immediately appealable.

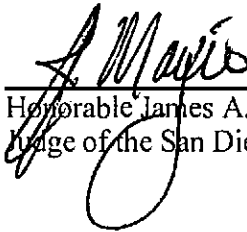
25 This Court shall retain jurisdiction with respect to all matters related to the administration and
26 consummation of the Settlement and any and all claims asserted in, arising out of, or related to the
27 subject matter of the lawsuit, including, but not limited to, all matters related to the Settlement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

1 Plaintiffs' Motion for Final Approval of Class and PAGA Action Settlement is hereby
2 granted, and the Court directs that Judgment shall be entered in accordance with the terms of this
3 Order.

4 ~~The Court sets a Non-Appearance Hearing (Case Review) Re: Distribution on~~
5 ~~_____~~, 2024 at ~~_____~~ in Department C-75. Class Counsel is ordered to file a
6 final report and declaration regarding distribution no later than February 24, 2024

7 IT IS SO ORDERED.

8
9 DATE: 11/3/23



Honorable James A. Mangione
Judge of the San Diego Superior Court