

JUL 15 2024

FILED
YUBA COUNTY SUPERIOR COURT
HEATHER PUGH
SUPERIOR COURT CLERK
BY: *[Signature]*
COURT CLERK

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF YUBA**

ANTONIO MADRIGAL, Individually, and
On Behalf of All Others Similarly Situated,

Plaintiff,

v.

HANSON TRUSS COMPONENTS, INC., a
California Corporation; and DOES 1 through
100, Inclusive,

Defendants.

Case No. CVCV21-01204

~~PROPOSED~~ **ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND
ATTORNEYS' FEES, COSTS AND
SERVICE PAYMENT; JUDGMENT**

Assigned for all Purposes to Hon. Stephen W.
Berrier, Dept. 4

Hearing Information

Date: July 15, 2024

Time: 10:00 a.m.

Dept.: 4

Action Filed: December 16, 2021

Trial Date: None

1 The Court, having considered the unopposed Motion for Final Approval of Class Action
2 and PAGA Settlement and Attorneys' Fees, Costs, and Service Payment ("Motion") filed by
3 Plaintiff Antonio Madrigal ("Plaintiff"), the proposed Class Action and PAGA Settlement
4 Agreement and Class Notice ("Settlement Agreement" or "SA"), and the points and authorities,
5 declarations, and other documents submitted in support of the Motion, and for good cause
6 appearing, now hereby grants Plaintiff's Motion and enters the following orders:

7 1. This Order hereby incorporates by reference the definitions of the Settlement
8 Agreement as though fully set forth herein, and all terms used herein shall have the same meaning
9 as set forth in the Settlement Agreement.

10 2. The Court conditionally certifies and approves, for settlement purposes only, the
11 following Class: all persons employed by Defendant in the State of California as hourly, non-
12 exempt employees at any time from December 15, 2017 through January 12, 2024 ("Class" or
13 "Class Members").

14 3. The Court grants final approval of the terms of the Settlement Agreement because
15 it meets the criteria for final settlement approval. The settlement described in the Settlement
16 Agreement falls within the range of possible approval and is fair, adequate, and reasonable. It
17 results from an arm's length and informed negotiation by counsel for the Parties. It treats all
18 Members of the Class fairly.

19 4. Notice by First Class U.S. Mail of the Notice of Class Action and PAGA
20 Settlement and Hearing Date for Final Court Approval, transmitted to Class Members constituted
21 the best practicable notice to all Class Members in the Settlement, as set forth in the Settlement
22 Agreement, under the circumstances and fully complied with due process requirements under the
23 laws of the State of California and other applicable laws. Based on the evidence submitted in
24 conjunction with the Motion, the Court determines that this direct mailing Notice to the Class was
25 adequate. The Notice informed Members of the Class of the terms of the Settlement, their right to
26 a share of the Settlement proceedings, their right to request exclusion from the Class portion of the
27 Settlement, and their right to object to Class Settlement terms, as well as their right to appear in
28 person or by counsel at the Final Approval hearing and to be heard, and to challenge their

1 estimated Workweeks and/or Pay Periods upon which Individual Settlement Payments will be
2 calculated and paid. Adequate and sufficient periods of time were provided for each of these
3 procedures.

4 5. A full opportunity was afforded to Class Members to participate in the Final
5 Approval hearing. No Member of the Class objected to the Settlement Agreement or any
6 Settlement terms. Likewise, the evidence submitted in support of final approval supports a finding
7 that the Labor and Workforce Development Agency ("LWDA") was provided a copy of the
8 Settlement Agreement by Class Counsel prior to the filing of Plaintiffs' Motion for Preliminary
9 Approval and has not intervened or otherwise asserted an objection thereto.

10 6. The Court finds, for settlement purposes only, that the Settlement satisfies the
11 applicable standards for certification under California Code of Civil Procedure section 382, and
12 incorporates by reference herein all reasons set forth in the Court's Preliminary Approval Order
13 for granting Final Approval to certify the Settlement Class, as defined above.

14 7. The Court approves the Settlement, and each of the releases (Released Class
15 Claims, Released PAGA Claims) and Plaintiff's general release with a Civil Code section 1542
16 waiver, and other terms set forth in the Settlement Agreement as fair, reasonable, and adequate as
17 to all Class Members, Aggrieved Employees, Plaintiff, and Defendant. Plaintiff, Class Counsel,
18 Defendant and Defendant's Counsel, and the Settlement Administrator are directed to perform all
19 required actions in accordance with the terms set forth in the Settlement Agreement.

20 8. In accordance with the parameters of the Settlement Agreement, all of the claims,
21 asserted in this Action are dismissed with prejudice, although the Action itself is not dismissed for
22 purposes of the Court's retention of jurisdiction and supervision and enforcement of the
23 Settlement. By this Judgment, as of the Effective Date of the Settlement, the Released Parties, as
24 defined in the Settlement Agreement, are released from the Released Class Claims, Released
25 PAGA Claims, and Class Representative's Released Claims as defined in the Settlement
26 Agreement.

27 9. The Court reserves and retains exclusive and continuing jurisdiction over the above
28 captioned matter, Plaintiff, Class Members, Aggrieved Employees, and Defendant for the purpose

1 of supervising the implementation, effectuation, enforcement, construction, administration, and
2 interpretation of the Settlement Agreement and this Judgment only.

3 10. The Court determines that the plan of allocation for payment of the Gross
4 Settlement Amount payment as set forth in the Settlement Agreement is fair and reasonable and
5 that distribution of the Net Settlement Amount to Participating Class Members shall be done in
6 accordance with the terms outlined in the Class Notice and Settlement Agreement.

7 11. Plaintiff Antonio Madrigal is hereby granted final appointment as Class
8 Representative for purposes of Settlement.

9 12. Raymond P. Boucher and Alexander Gamez of Boucher, LLP, and Sahag Majarian
10 II of the Law Offices of Sahag Majarian II are appointed as Class Counsel for the Class for
11 purposes of Settlement.

12 13. The Settlement Administrator, ILYM Group, Inc., shall pay from the Gross
13 Settlement Amount all court-approved payments, including: (i) the Settlement Administration
14 Expenses Payment; (ii) the LWDA PAGA Payment to the LWDA, and Individual PAGA
15 Payments to the Aggrieved Employees; (iii) the Class Representative Service Payment to the Class
16 Representative to compensate him for his valuable services to the Class Members, risks
17 undertaken in bringing the lawsuit, and general release; (iv) the Class Counsel's Fees and
18 Litigation Expenses Payments; and (v) any payments for redistribution to Controller of the State
19 of California pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, for
20 the benefit of those Class Members and Aggrieved Employees who did not cash their checks until
21 such time that they claim their property.

22 14. The Court hereby approves the payment of Settlement Administration Expenses in
23 the amount of \$9,500.00 to ILYM Group, Inc. for notice and settlement administration services
24 rendered in this Action.

25 15. The Court hereby approves the PAGA Penalties Payment of \$50,000.00 from the
26 Gross Settlement Amount, with \$37,500.00 (75% of the total) to the LWDA, and \$12,500.00
27 (75% of the total) to be distributed to the Aggrieved Employees.

28 16. The Court also approves a \$10,000.00 Class Representative Service Payment to

1 Plaintiff and Class Representative Antonio Madrigal, payable from the Gross Settlement Amount,
2 in recognition of his sustained service to the Class in initiating and maintaining this litigation and
3 the risks undertaken for the benefit of the Class.

4 17. The Court hereby awards to Class Counsel (Boucher LLP and the Law Offices of
5 Sahag Majarian II) the amount of \$283,305.00 for attorneys' fees. Based upon Plaintiff's Fees
6 Motion, the Court determines that the requested 1/3 (33.33%) of the common fund for legal fees
7 are supported by the lodestar cross-check conducted by the Court based upon the summaries
8 regarding the work performed and that was submitted by Class Counsel in their supporting
9 declarations or lodged with the Court. The \$283,305.00 Fee Award shall be distributed as between
10 the court-appointed Class Counsel pursuant to their fee agreements, as follows: \$141,652.50 to
11 Boucher LLP (50%), and \$141,652.20 to the Law Offices of Sahag Majarian II (50%).

12 18. The Court hereby awards to Class Counsel the combined amount of \$18,632.96 for
13 reimbursement of reasonable, advanced litigation costs incurred by them in this Action, which
14 shall be payable to Boucher LLP: \$18,632.96.

15 19. The Court finds that the payments to the Settlement Administrator, LWDA,
16 Aggrieved Employees, the Class Representative, and Class Counsel, as awarded, are fair and
17 reasonable. The Settlement Administrator is directed to make the foregoing payments in
18 accordance with the terms of the Settlement Agreement.

19 20. Defendant is directed to continue to deposit payment with the Settlement
20 Administrator to fully fund the Gross Settlement Amount in the amount specified in the
21 Settlement Agreement.

22 21. No Class Member has requested exclusion from the Class Settlement. Accordingly,
23 after the Gross Settlement Amount is fully funded, and the Settlement Administrator makes
24 payments therefrom for the Court's awards of Class Counsel Fees Payment and Class Counsel
25 Litigation Expenses Payment, Settlement Administration Expenses Payment, and the Class
26 Representative Service Payment, as well as the PAGA Penalties Payment, the Net Settlement
27 Amount, consisting of funds to be used to pay Individual Class Payments to all Class Members, is
28 \$478,562.04.

