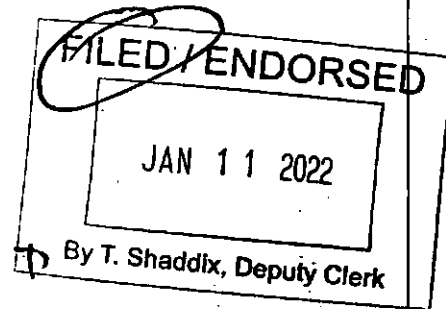




SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

DAMIAN CROCKETT, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiffs,

v.

CUSTOM BILT HOLDINGS, LLC d/b/a
CUSTOM BILT METALS, a Delaware
limited liability company; and DOES 1
through 100, inclusive;

Defendants.

Case No.: 34-2020-00285868-CU-OE-GDS

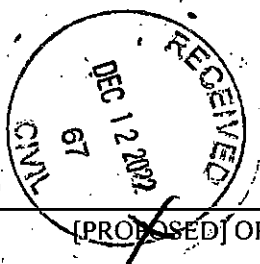
CLASS ACTION

Assigned for All Purposes to:
Honorable Jill H. Talley
Department 25

**~~[PROPOSED]~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
THE CLASS ACTION AND PAGA
SETTLEMENT; AND JUDGMENT**

Date: January 6, 2023
Time: 09:00 a.m.
Place: Department 25

Complaint Filed: September 25, 2020
First Amended: February 10, 2022
Trial Date: None Set



**~~[PROPOSED]~~ ORDER GRANTING MOTION FOR FINAL APPROVAL OF THE CLASS ACTION
SETTLEMENT**

1 On January 6, 2023, Plaintiffs Damian Crockett and Neakco Cox (collectively "Plaintiffs")
2 Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Expenses, and
3 Incentive Award came before the Court, in Department 25, for hearing pursuant to the Order of this
4 Court, dated August 17, 2022 ("Preliminary Approval Order"), on the application of Plaintiffs and
5 the Certified Class for approval of the Settlement set forth in the Amended Joint Settlement
6 Agreement of Class Action Settlement (the "Settlement"). Full and adequate notice having been
7 given to the Class as required in the Court's Preliminary Approval Order, and the Court having
8 considered all papers filed and proceedings held herein and otherwise being fully informed in the
9 premises and good cause appearing therefore,

10 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

11 1. This Order incorporates by reference the definitions in the Settlement, and all
12 capitalized terms used, but not defined herein, shall have the same meanings as in the Settlement.

13 2. This Court has jurisdiction over the subject matter of the Action and over all parties
14 to the Action, including all Class Members.

15 3. The motion for final approval is granted. Recognizing the sharply disputed factual
16 and legal issues involved in this case, the risks of further prosecution, and the substantial benefits to
17 be received by the Class Members and the California Labor Workforce Development Agency
18 ("LWDA") pursuant to the Settlement, the Court hereby makes a final ruling that the proposed
19 Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's length
20 negotiations between the parties. The Court approves the settlement as fair, reasonable and
21 adequate, and directs the parties to effectuate the Settlement Agreement according to its terms.. The
22 Court makes the following awards and approves the following payments:

- 23 a. \$95,000.00 in attorneys' fees and \$12,000.12 in costs to Class Counsel;
24 b. \$15,000.00 as a combined service award to the Class Representatives
25 (\$7,500.00 to Class Representative Damian Crockett and \$7,500.00 to Class Representative Neakco
26 Cox);
27 c. \$9,500.00 in costs to the claims administrator ILYM Group, Inc.;

d. \$7,500.00 for the PAGA claim (\$1,865.00 to be paid to the participating Class Members and \$5,635.00 to be paid to the Labor and Workforce Development Agency); and

4. Except for the payment due under the Settlement, the parties are each to bear their own costs and attorneys' fees. The Court approves the Settlement. Defendant CUSTOM BILT HOLDINGS, LLC d/b/a CUSTOM BILT METALS, a Delaware corporation ("Defendant") and the Released Parties are discharged from all Released Claims in accordance with the terms of the Settlement.

5. Neither the making of the Settlement nor the entry into the Settlement Agreement an admission by Defendant, nor is this Order a finding of the validity of any claims in the Action or of any other wrongdoing. Further, the Settlement is not a concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the terms of the Settlement be construed as an admission or concession by or against Defendant or any related person or entity.

6. ILYM Group, Inc. is providing settlement administration services for this settlement. (Declaration of Stephanie Molina⁴ In Support of Final Approval Motion, ¶¶ 1-2.) On September 8, 2022, ILYM received the class information from Defendant. (*Id.* at ¶ 4.) The list contained 292 individuals class members. (*Id.* at ¶ 4.) ILYM conducted a search of the NCOA to update addresses and, on September 19, 2022, mailed notice to all class members. (*Id.* at ¶¶ 5-7.) ILYM forwarded notice packets returned with forwarding addresses and performed skip searches on all other returned mail. (*Id.* at ¶¶ 8-9.) Ultimately, thirteen (13) notice packets were undeliverable. (*Id.* at ¶ 9.) ILYM received no objections and no requests for exclusion. (*Id.* at ¶¶ 11-13.) Based on the foregoing, the Court finds that said notice was the best notice practicable under the circumstances. The Notice of Class Action Settlement provided due and adequate notice of the proceedings and matters set forth therein, informed Class Members of their rights, and fully satisfied the requirements of California Code of Civil Procedure section 1781(e), California Rule of Court 3.769, and due process.

7. Defendant has agreed to settle for the non-reversionary amount of \$250,000.00 all in, with no additional sums being due from Defendant for damages, costs, attorneys' fees,

1 contributions, reimbursements or for any other reason. According to the claims administrator's
2 calculations, the average settlement payment will be \$359.16 per Class Member, with the highest
3 Settlement Share estimated to be \$2,846.42 (Stephanie Molina Declaration, ¶ 14.)

4 8. The class reacted very positively with a 100% participation rate. (Stephanie Molina
5 Decl., ¶ 13.)

6 9. For purposes of settlement only, the Court finds that: (a) the members of the Class
7 are ascertainable and so numerous that joinder of all members is impracticable; (b) there are
8 questions of law or fact common to the Class and there is a well-defined community of interest
9 among the Class Members with respect to the subject matter of the litigation; (c) the claims of the
10 Class Representative are typical of the claims of the members of the Class; (d) the Class
11 Representative has fairly and adequately protected the interests of the Class Members; (e) a class
12 action is superior to other available methods for an efficient adjudication of this controversy; and (f)
13 Class Counsel are qualified to serve as counsel for the Class Representatives and the Class.

14 10. All Parties, including each and all class members, are bound by this Final Approval
15 Order and by the Stipulation. All Class Members shall be deemed to have entered into the
16 Stipulation and the releases provided therein. Defendant shall have no obligation to pay any sums in
17 excess of the \$250,000.00 settlement payment set forth in the Stipulation (save and except for the
18 additional employer payroll taxes associated therewith). Other than as provided in the Stipulation,
19 Neither Defendant nor any of the Released Parties shall have any further liability for costs,
20 expenses, interest, attorneys' fees, or for any other charge, expense, or liability; except as provided
21 for by the Settlement Agreement.

22 11. The Court previously certified the Action as a class action under California Code of
23 Civil Procedure section 382 for settlement purposes only. The conditional class certification
24 contained in the Preliminary Approval Order is hereby made final. The Class is defined as: all
25 current and former hourly-paid or non-exempt employees (whether hired directly or through a
26 staffing agency) of Defendant within the State of California at any time during the period from
27 April 6, 2016 to November 10, 2021. The certified Class continues to meet all the requirements of
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1 California Code of Civil Procedure section 382, as already found, and for the reasons set forth, in
2 the Court's Preliminary Approval Order.

3 12. As set forth in the Stipulation any checks issued to Class Members will expire one
4 hundred and eighty (180) days from the date they are issued by the Claims Administrator and any
5 uncashed checks will be paid to the Controller of the State of California to be held pursuant to the
6 Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those Class
7 Members who did not cash their checks until such time as, under the law, those funds escheat to the
8 State of California.

9 13. Upon the Effective Date, Plaintiffs and Class Members will be deemed to have
10 released Defendant and the Released Parties of and from all of the Released Claims. The period of
11 this release shall extend from April 6, 2016 to November 10, 2021.

12 14. Also, in addition to the Released Claims described above, upon the Effective Date,
13 each of Plaintiffs, for themselves, their heirs, successors and assigns, do waive, release, acquit and
14 forever discharge Defendant and each of the Released Parties, from any and all claims, actions,
15 charges, complaints, grievances and causes of action, of whatever nature, whether known or
16 unknown, which exist or may exist on Plaintiffs' behalf as of the date of the Settlement, including
17 but not limited to any and all tort claims, contract claims, wage claims, wrongful termination
18 claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims,
19 personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims,
20 fraud claims, quantum meruit claims, and any and all claims arising under any federal, state, local
21 or other governmental statute, law, regulation or ordinance, common law or other source of law,
22 including any claims arising under the California Fair Employment and Housing Act (FEHA), the
23 California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state
24 wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment
25 Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of
26 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the
27 Family Medical Leave Act, California's Whistleblower Protection Act, California Business &
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1 Professions Code Section 17200 et seq., and any and all claims arising under any federal, state or
2 other governmental statute, law, regulation or ordinance. Plaintiffs understand that this release
3 includes unknown claims and that each is, as a result, waiving all rights and benefits afforded by
4 Section 1542 of the California Civil Code, which provides: "A general release does not extend to
5 claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the
6 time of executing the release and that, if known by him or her, would have materially affected his or
7 her settlement with the debtor or released party."

8 15. This Judgment also bars (i) Plaintiffs, (ii) any and all PAGA Members, and (iii) the
9 California Labor Workforce and Development Agency, any other agency of the State of California,
10 or any person acting on its behalf, from pursuing any Released PAGA Claims against any Released
11 Party. The period of this release shall extend from April 6, 2019 to November 10, 2021.

12 16. Without affecting the finality of this Order in any way, this Court hereby retains
13 continuing jurisdiction over: (a) implementation of the Stipulation and any award or distribution of
14 the Maximum Settlement Amount, including interest earned thereon; (b) disposition of the
15 Maximum Settlement Amount; (c) hearing and determining applications for attorney fees and
16 expenses in the Action; and (d) all parties hereto for the purpose of construing, enforcing, and
17 administering the Stipulation and the Settlement therein.

18 17. There is no just reason for delay in the entry of judgment approving the Class
19 Settlement and immediate entry by the Clerk of the Court is expressly directed. Final judgment is
20 hereby entered in conformity with the Settlement and this Court's Preliminary Approval Order.

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1 18. This document shall constitute a final judgment pursuant to California Rule of Court
2 3.769(h) which provides, "If the court approves the settlement agreement after the final approval
3 hearing, the court must make and enter judgment. The judgment must include a provision for the
4 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
5 may not enter an order dismissing the action at the same time as, or after, entry of judgment." The
6 Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this
7 Judgment.

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9 **IT IS SO ORDERED.**

10
11 DATED: 1/11/23



12 *Talley*
13 _____
14 HONORABLE Jill H. Talley
15 JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE