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8 **SUPERIOR COURT OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF LOS ANGELES**
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11 MARIO HERRERA, on behalf of all others
12 similarly aggrieved,

13 Plaintiff,

14 vs. STONE ETC., INC., a California
15 corporation, G.B. MARBLE, INC., a
California corporation, GIORA BAREKET,
16 an individual, and DOES 1 through 10,
inclusive,

17 Defendants.
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CASE NO. 21STCV43188

Assigned for All Purposes to:
Hon. Michelle Williams Court
Dept. 74

[PROPOSED] JUDGMENT

1 The Court, having entered its Order Granting Motions for Final Approval of Class Action
2 Settlement and Attorney's Fees and Costs, hereby enters Judgment as follows:

3 1. The Court has jurisdiction over this matter and over all parties to the action,
4 including the members of the Settlement Class.

5 2. The Stipulation of Class and Representative Action Settlement and Release,
6 attached as Exhibit 1 to the Declaration of J. Kirk Donnelly (filed on June 28, 2022) (the
7 "Settlement Agreement"), is the product of arms-length negotiations between the parties and the
8 terms of the Settlement Agreement are fair, reasonable, adequate, and in the best interests of the
9 Settlement Class. The Settlement Agreement therefore is finally approved, and its terms
10 incorporated herein. The Court orders the parties to the Settlement Agreement to perform
11 forthwith their respective duties and obligations thereunder.

12 3. The Settlement Class, which was provisionally certified by the Court in its August
13 8, 2022 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
14 Procedure Section 382 for purposes of settlement only. The Settlement Class includes all
15 individuals employed by defendants Stone Etc., Inc., G.B. Marble, Inc., and Giora Bareket
16 (together "Stone") as a non-exempt employee in the State of California from November 23, 2017
17 through July 16, 2022, inclusive.

18 4. The Court adjudges Plaintiff and the Participating Class Member to have released
19 and forever discharged the Released Parties (as defined in the Settlement Agreement), to the
20 fullest extent permitted by law, from any and all class claims that were asserted in the operative
21 First Amended Class and Representative Action Complaint or that could have been asserted based
22 on the allegations made in the operative First Amended Class and Representative Action
23 Complaint, for the duration of the Class Period. As to claims under PAGA, the Released Claims
24 include any and all claims for civil penalties under PAGA asserted in the PAGA Notice filed with
25 the LWDA, or claims for civil penalties under PAGA that arise based on the allegations in the
26 PAGA Notice filed with the LWDA, for the duration of the PAGA period of September 19, 2020
27 to July 16, 2022.

28 5. The Court further adjudges Plaintiff Mario Herrera only, in addition to the claims

1 being released by all Participating Class Members, to have released and forever discharged the
2 Released Parties, to the fullest extent permitted by law, of and from any and all claims, known
3 and unknown, asserted and not asserted, which Plaintiff had or may have against the Released
4 Parties as of the date of execution of the Settlement Agreement, including all claims related to
5 Plaintiff's employment with Stone or termination thereof.

6 6. The Settlement Administrator is ordered to distribute to the participating Class
7 Members their respective individual settlement payments from the Net Settlement Amount as
8 provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after
9 the check void date shall be forwarded to the California State Controller's Unclaimed Property
10 Fund. No funds shall revert to Stone.

11 7. The Court further orders that the Class Members be provided with notice of this
12 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
13 copy of this Order and Judgment on its website.

14 8. The Court having granted Plaintiff's motion for attorney's fees in the amount of
15 \$111,666.67 and litigation costs in the amount of \$12,308.18, the Settlement Administrator is
16 ordered to make such payment consistent with the terms of the Settlement Agreement and this
17 Judgment.

18 9. The Court having granted the request for a service award to Plaintiff and Class
19 Representative Mario Herrera in the amount of \$7,500.00, the Settlement Administrator is
20 ordered to make such payment consistent with the terms of the Settlement Agreement and this
21 Judgment.

22 10. The Court having granted the request for settlement administration costs in the
23 amount of \$13,500.00, the Settlement Administrator CPT Group, Inc. is ordered to pay itself
24 \$13,500.00 for services rendered and to be rendered in administering the settlement consistent
25 with the terms of the Settlement Agreement and this Judgment.

26 11. The Court having found and determined settlement of civil penalties under the
27 California Private Attorneys General Act, Labor Code Sections 2698, *et seq.*, in the amount of
28 \$5,000.00 is fair, appropriate, and reasonable, the Settlement Administrator is ordered to make

1 payment to the California Labor & Workforce Development Agency of \$3,750.00 as its share of
2 the PAGA civil penalties consistent with PAGA and the terms of the Settlement Agreement and
3 this Judgment, and further ordered to distribute the remaining \$1,250.00 to those Class Members
4 eligible for a payment under PAGA consistent PAGA and the terms of the Settlement Agreement
5 and this Judgment.

6 12. A compliance hearing is set for December 4, 2024, at 8:30 a.m., in Department 74
7 of the Los Angeles County Superior Court. The parties are ordered to file a joint compliance
8 report no later than ten (10) calendar days before the compliance hearing.

9 13. Under California Rule of Court 3.769(h), without affecting the finality of this
10 Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement of
11 the Settlement Agreement pursuant to further orders of this Court until the final judgment
12 contemplated becomes effective and each and every act agreed to be performed by the parties has
13 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
14 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
15 construction, and interpretation of the Settlement Agreement.

16 14. Neither this Judgment nor the Settlement Agreement upon which it is based are an
17 admission or concession by any party of any fault, omission, liability or wrongdoing. This
18 Judgment is not a finding of the validity or invalidity of any claims in this action or a
19 determination of any wrongdoing by any party. The final approval of the parties' settlement will
20 not constitute any opinion, position or determination of this Court as to the merits of the claims or
21 defenses of any party.

22 15. Judgment is hereby entered as follows: Plaintiff Mario Herrera and the
23 Participating Class Members, consisting of all individuals employed by Stone as a non-exempt
24 employee in the State of California from November 23, 2017 through July 16, 2022, inclusive,
25 who have not otherwise opted out, shall take nothing from Stone, except as set forth in the
26 Settlement Agreement.

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1 16. The Court shall retain jurisdiction over the parties to interpret, implement and
2 enforce this Judgment.

3 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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6 Dated: _____, 2022

Judge of the Superior Court

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11 APPROVED AS TO FORM AND CONTENT.

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13 DATED: November 16, 2022

LEWIS BRISBOIS BISGAARD & SMITH LLP

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16 By: _____

Jeffrey S. Ranen

Jack E. Jimenez

Attorneys for STONE ETC., INC., G.B.

MARBLE, INC. and GIORA BAREKET