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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB 22 2023

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BERNARDINO**

11 IGNACIO MEZA LOPEZ, individually, and
12 on behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 GROVE LUMBER & BUILDING SUPPLIES,
16 INC., a California corporation,

17 Defendant.

Case No.: CIVSB2127791

CLASS AND REPRESENTATIVE ACTION

[Assigned for all purposes to the Honorable
David Cohn, Department S26]

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

PRELIMINARY APPROVAL HEARING

Date: February 22, 2023
Time: 10:00 A.M. 1:30 PM
Dept.: 826 17

Action Filed: September 15, 2021
Trial Date: Not Set

File by Fax

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff Ignacio Meza Lopez ("Plaintiff") and Defendant Grove Lumber & Building Supplies,
3 Inc., ("Defendant") have reached terms of settlement for a putative class action.

4 Plaintiff has filed a motion for final approval of a class action settlement of the claims asserted
5 against Defendant in this action, memorialized in the STIPULATION OF SETTLEMENT OF CLASS
6 ACTION AND PAGA CLAIMS AND RELEASE OF CLAIMS (*see* Declaration of Kane Moon In
7 Support of Plaintiff's Motion for Final Approval of Class Action and PAGA Action Settlement and
8 Release ["Moon Decl."], at Exh. 1), referred to herein as the "Agreement" or "Settlement."

9 After reviewing the Agreement, the Notice process, and other related documents, and having heard
10 the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

11 1. The Court finds that the terms of the proposed class action Settlement are fair, reasonable,
12 and adequate, pursuant to California Code of Civil Procedure § 382. In granting preliminary approval of
13 the class action settlement the Court has considered the factors identified in *Dunk v. Ford Motor Co.*, 48
14 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001)
15 and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006).

16 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
17 non-collusive arms-length negotiations. The Court further finds that the parties have conducted thorough
18 investigation and research, and the attorneys for the parties are able to reasonably evaluate their respective
19 positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well
20 as avoid the delay and risks that would be presented by the further prosecution of the action. The Court
21 finds that the risks of further prosecution are substantial.

22 3. The parties' Settlement is granted final approval as it meets the criteria for final settlement
23 approval. The settlement falls within the range of possible approval as fair, adequate and reasonable, and
24 appears to be the product of arm's-length and informed negotiations and to treat all Class Members fairly.
25 No Class Member has objected to the Settlement. The Class meets the requirements for conditional
26 certification for settlement purposes only under Code of Civil Procedure § 382.

27 4. The Notice Of Proposed Class Action And Paga Settlement ("Notice") provided to the
28 Class conforms with the requirements of Code of Civil Procedure § 382, Civil Code § 1781, Rules of

1 Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and
2 constitutes the best notice practicable under the circumstances, by providing individual notice to all Class
3 Members who could be identified through reasonable effort, and by providing due and adequate notice
4 of the proceedings and of the matters set forth therein to the other Class Members. The Class Notice fully
5 satisfied the requirements of due process.

6 5. The following persons are certified as Class Members solely for the purpose of entering
7 a settlement in this matter:

8 Any and all persons who have been employed by Defendant as non-exempt,
9 hourly employees in California at any time from September 15, 2017 to through
October 19, 2022 (Settlement, ¶¶ A(10), A(48)).

10 6. Plaintiff Ignacio Meza Lopez is appointed the Class Representative. The Court finds
11 Plaintiff's counsel are adequate, as they are experienced in wage and hour class action litigation and have
12 no conflicts of interest with absent Settlement Class Members, and that they adequately represented the
13 interests of absent class members in the Litigation. Kane Moon and Lilit Ter-Astvatsatryan of Moon &
14 Yang, APC, are appointed Class Counsel.

15 7. The Court appoints ILYM Group, Inc. to act as the "Settlement Administrator," pursuant
16 to the terms set forth in the Agreement.

17 8. Upon entry of this Final Approval Order and the associated Judgment, funding of the
18 Settlement and compensation to the Class Members shall be implemented pursuant to the terms of the
19 Settlement.

20 9. In addition to any recovery that the Plaintiff may receive under the Settlement as a Class
21 Member, and in recognition of the Plaintiff's efforts on behalf of the Class, the Court hereby approves the
22 payment of an enhancement award to Plaintiff in the amount of **\$7,500**.

23 10. The Court approves the payment of attorneys' fees to Class Counsel Moon & Yang, APC,
24 in the amount of **\$210,000**.

25 11. Litigation expenses are approved by the Court in the following amount: **\$12,908.05** is
26 awarded to Moon & Yang, APC.
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1 12. The Court approves and orders payment in the amount of **\$8,845** to ILYM Group, Inc.
2 for performance of its services as the Settlement Administrator, as set forth in the Class Notice.

3 13. Upon completion of administration of the Settlement, the Parties shall file a declaration
4 stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement
5 have been completed. In the event that any un-cashed or abandoned checks must be distributed to the *cy*
6 *pres*, the Settlement Administrator will cancel the tax documents associated with those un-cashed or
7 abandoned checks, and the Parties will submit to the Court a revised Judgment that states the final
8 disposition of all amounts under this Settlement, including the aggregate amount of all uncashed checks
9 and any accrued interest, in compliance with California Code of Civil Procedure § 384.

10 14. The Court sets a non-appearance case review hearing regarding compliance with all fund
11 distribution requirements under the Settlement August 21, 2023 at 8:30 (a.m.) in Department
12 S26 of the above-entitled Court. A declaration from the Settlement Administrator regarding compliance
13 shall be filed with the Court no later than five days before the non-appearance case review. No
14 appearance by the parties is required at the Order to Show Cause hearing if the Settlement Administrator's
15 declaration is timely filed and the Settlement Administrator reports that all of the distributions under the
16 Settlement are complete and, if needed, an Amended Judgment is submitted to address distribution of
17 any unclaimed funds in compliance with California Code of Civil Procedure § 384.

18 15. The Court approves and orders payment in the amount of **\$37,500** to the Labor and
19 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
20 General Act of 2004 (Labor Code § 2698 *et seq.*).

21 16. Once Defendant fully funds the Settlement by paying the Gross Settlement Amount and
22 the employer share of payroll taxes, Plaintiff and the Class Members shall have, by operation of this Final
23 Approval Order and Judgment, fully, finally, and forever released, relinquished, and discharged
24 Defendant from the released claims described in the Settlement.

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1 17. In accordance with California Rule of Court 3.771(b), the parties are ordered to give notice
2 of this final Order and the Judgment to all Class Members by posting the Order and the Judgment for 90
3 calendar days on the Settlement Administrator's website.

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5 **IT IS SO ORDERED.**

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7 Dated: 2/22/23


Hon. ~~Honorable David Cohn~~
SUPERIOR COURT JUDGE

JOSEPH T. ORTIZ

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I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1055 West Seventh Street, Suite 1880, Los Angeles, California 90017. On January 31, 2023, I served the foregoing document described as:

X by placing ____ the original X a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Attorneys for Defendant Grove Lumber & Building Supplies.

X (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 31, 2023, at Los Angeles, California.

Angela, California.



Signature