

Justin F. Marquez, Esq. (SBN 262417)
justin@wilshirelawfirm.com

Christina M. Le, Esq. (SBN 237697)
cle@wilshirelawfirm.com

Arsiné Grigoryan, Esq. (SBN 319517)
agrigoryan@wilshirelawfirm.com

WILSHIRE LAW FIRM

3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

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

TONG XIONG, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

REX MOORE GROUP, INC., a California
corporation, CONSTRUCTION
INNOVATIONS GROUP, LLC, a California
Limited Liability Company, REX MOORE
ELECTRICAL CONTRACTORS &
ENGINEERING, INC., a California
corporation, REX SIGNATURE SERVICES,
LLC, a California Limited Liability Company,
and DOES 4 through 10, inclusive,

Defendants.

Case No. 34-2019-00270480-CU-OE-GDS

CLASS ACTION

*[Assigned for all purposes to Honorable
Lauri A. Damrell, Dept. 28]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed with Memorandum of Points and
Authorities, the Declarations of Tong Xiong,
Justin F. Marquez, and Kevin Lee]*

FINAL APPROVAL HEARING

Date: February 10, 2023

Time: 9:00 a.m.

Dept: 28

1 On October 7, 2022, this Court issued an Order Granting Preliminary Approval of Class
2 Action Settlement. Plaintiff Tong Xiong now seeks an order granting final approval of the
3 Stipulation of Settlement (“Settlement”), attached to the Declaration of Justin F. Marquez in
4 Support of Plaintiff’s Motion for Final Approval of Class Action Settlement as Exhibit 1.

5 Due and adequate notice having been given to the Class, and the Court having reviewed
6 and considered the Settlement, Plaintiff’s Notice of Motion and Motion for Final Approval of
7 Class Action Settlement, the supporting declarations and exhibits thereto, all papers filed and
8 proceedings had herein, and the absence of any written objections received regarding the
9 proposed settlement, and having reviewed the record in this action, and good cause appearing
10 therefor,

11 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

12 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
13 Settlement filed in this case.

14 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
15 Settlement Class Members, and Defendants Rex Moore Group, Inc., Construction Innovations
16 Group, LLC, Rex Moore Electrical Contractors & Engineering, Inc., Rex Signature Services,
17 LLC (“Defendants”).

18 3. The Court finds on final approval that the Settlement Agreement appears to be
19 fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
20 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
21 the terms set forth in the Amended Stipulation of Settlement (“Settlement Agreement”) between
22 Plaintiff Tong Xiong and Defendants Rex Moore Group, Inc., Construction Innovations Group,
23 LLC, Rex Moore Electrical Contractors & Engineering, Inc., Rex Signature Services, LLC
24 (“Defendant”), attached as Exhibit 1 to the Declaration of Justin F. Marquez in Support of
25 Amended Documents Submitted in Support of Plaintiff’s Motion for Final Approval of
26 Settlement (“Marquez Decl.”).

27 4. The Court finds that the Settlement appears to have been made and entered into in
28 good faith and hereby approves the settlement subject to the limitations on the requested fees and

enhancements as set forth below.

5. Plaintiff and All Settlement Class Members and All Participating PAGA Class Members, shall have, by operation of this Final Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendants from all Released Claims as defined in the Settlement, and as stated below.

6. The Released Claims as to All Settlement Class Members, which includes named Plaintiff and all members of the Settlement Class, except those that make a valid and timely request to be excluded from the Settlement Class and Settlement, means a release of Defendants and all of their subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, and assigns (the “Released Parties”) and includes all claims, both potential and actual, that were or may have been raised in the First Amended Complaint or that are reasonably related to the allegations in the First Amended Complaint as to all Class Members, including claims under Labor Code section 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 246.5, 248.5, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698, 2699, 2699.3, 2699.5, California Industrial Welfare Commission Wage Orders, Cal. Code Regs., tit. 8, section 11040, et seq., California Business and Professions Code section 17200, et seq, and all class claims, representative claims, aggrieved employee claims, meal or rest periods, meal or rest period premiums, unpaid wages, overtime, minimum wages, and complete payments of wages at separation or termination, failure to provide accurate and itemized wage statements, unfair competition based on the foregoing, unfair business practices based on the foregoing, unlawful business practices based on the foregoing, and fraudulent business practices based on the foregoing, waiting time penalties, interest, fees, costs, and any other claims that may have been raised in the First Amended Complaint or that reasonably relate to the allegations therein during the Class Claim Period as defined above. The “Released Parties” as referenced herein and as released in the Settlement shall collectively mean: (i) Defendants Construction Innovations Group, LLC, Rex Moore Group, Inc., Rex Signature Services, LLC; Rex Moore Electrical Contractors & Engineering, Inc.; (ii) each of Defendants’ past, present and future parents, subsidiaries and affiliates including, without limitation any corporation, limited liability company, partnership, trust, foundation and non-profit entity which controls, is controlled by, or is under

1 common control with Defendants; (iii) the past, present, and future shareholders, directors,
2 officers, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees,
3 predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity
4 which could be jointly liable with any of the foregoing.

5 7. The Released Clams as to All Participating PAGA Members, which includes Named
6 Plaintiff and all Class Members who performed work at any time during the PAGA Claim Period,
7 means a release of Defendants and the Released Parties of all claims for civil penalties pursuant to
8 PAGA, and includes all claims for PAGA penalties, both potential and actual, that were or may
9 have been raised in the First Amended Complaint or that are reasonably related to the allegations
10 in the First Amended Complaint as to all Class Members who performed work during the PAGA
11 Claim Period, including all claims for PAGA penalties for alleged violations of Labor Code section
12 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 246.5, 248.5, 510, 512, 558, 1174, 1194, 1194.2,
13 1197, 1197.1, 1198, 2802, 2698, 2699, 2699.3, 2699.5, California Industrial Welfare Commission
14 Wage Orders, Cal. Code Regs., tit. 8, section 11040, et seq., California Business and Professions
15 Code section 17200, et seq, penalties based on the foregoing, waiting time penalties, civil penalties
16 based on the foregoing, interest, fees, costs, and any other claims that may have been raised in the
17 First Amended Complaint or that reasonably relate to the allegations therein during the PAGA
18 Claim Period.

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

21 9. Solely for purposes of effectuating the settlement, the Court finally certified the
22 following Class: "all current and former hourly-paid or non-exempt employees who worked for
23 Defendant within the State of California at any time during the Class Claim Period."

24 10. The Settlement Class Claim Period means the period from December 4, 2015
25 through September 14, 2016, and from January 22, 2021 through the date of preliminary
26 approval on October 7, 2022. No Class Members have objected to the terms of the Settlement.

27 11. The Notice provided to the Class conforms with the requirements of California
28 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,

1 by providing individual notice to all Class Members who could be identified through reasonable
2 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
3 therein to the Class Members. The Notice fully satisfies the requirements of due process.

4 12. The Court finds the Settlement Amount, the Net Settlement Amount, and the
5 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
6 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
7 Payments to the Participating Class Members in accordance with the terms of the Joint Stipulation.

8 13. Defendants shall pay a total of \$300,000.00 to resolve this litigation.

9 14. From the Settlement Amount, \$18,750.00 shall be paid to the California Labor and
10 Workforce Development Agency, representing 75% of the penalties awarded under the terms of
11 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act
12 of 2004, California Labor Code section 2698, *et seq.*

13 15. From the Settlement Amount, \$10,000.00 shall be paid to the named Plaintiff for
14 her service as a class representative and for his agreement to release claims.

15 16. From the Settlement Amount, \$12,950.00 shall be paid to the Settlement
16 Administrator, Phoenix Class Action Administration Solutions.

17 17. The Court hereby confirms Justin F. Marquez, Christina M. Le, and Arsiné
18 Grigoryan of Wilshire Law Firm, PLC as Class Counsel.

19 18. From the Settlement Amount, Class Counsel is awarded \$100,000.00 for their
20 reasonable attorneys' fees and \$13,320.81 for their reasonable costs incurred in the Action. The
21 fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds
22 that the fees are reasonable in light of the benefit provided to the Class.

23 19. Notice of entry of this Final Approval Order and Judgment shall be given to Class
24 Members by posting a copy of the Final Approval Order and the Judgment on Phoenix Class Action
25 Administration Solutions' website for a period of at least sixty (60) calendar days after the date of
26 entry of this Final Approval Order and Judgment.

27 20. Without affecting the finality of this Order in any way, this Court retains continuing
28 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with

1 respect to all Parties to this action, and their counsel of record.

2 21. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
3 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

4 **IT IS SO ORDERED.**

5
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7 DATE:

8 Hon. Lauri A. Damrell
9 Sacramento County Superior Court
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PROOF OF SERVICE

Tong Xiong v. Rex Moore Group, Inc., et al.
34-2019-00270480-CU-OE-GDS

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 3055 Wilshire Blvd., 12th Fl., Los Angeles, California 90010. My electronic service address is sspene@wilshirelawfirm.com.

On **January 20, 2023**, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Terry A. Wills, Esq. (SBN 133962)
twills@cookbrown.com
Barbara A. Cotter, Esq. (SBN 142590)
bcotter@cookbrown.com
Alexis M. Gabrielson, Esq. (SBN 298738)
agabrielson@cookbrown.com
Kristin Bowling
kbowling@cookbrown.com
COOK BROWN, LLP
2407 J. Street, Second Floor
Sacramento, California 95816
Telephone: (916) 442-3100
Facsimile: (916) 442-4227

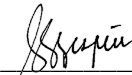
Attorneys for Defendants,
REX MOORE GROUP, INC., et al.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on **January 20, 2023**, at Los Angeles, California.



Sandy S. Sespene