

DEC 15 2023

E. Escobedo

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

DARREL NORTHRUP, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

GUYOU CONSTRUCTION, INC., a
California Corporation; MARCUS A.
GUYOU, an individual; and DOES 1
through 20, inclusive;

Defendants.

Case No.: CVRI2105858
*[Assigned to Hon. Harold Hopp, Dept 1, for
all purposes]*

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF FINAL JUDGMENT**

Complaint filed: December 29, 2021

Plaintiff Darrel Northrup's ("Plaintiff" or "Class Representative") Motion for Final Approval of the Settlement (the "Final Approval Motion"), as set forth in the Class Action Settlement Agreement and Release of Claims¹ (the "Settlement Agreement") came for hearing in Department 1 of the above-entitled court. The Final Approval Motion was unopposed by Defendants Guyou Construction, Inc. and Marcus Gayou (collectively, "Defendants"). Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California

¹ See Exhibit A to the Declaration of Brian Mankin in support of the Motion for Final Approval, which was concurrently filed on November 14, 2023.

1 Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all
2 parties in good faith, and the Settlement Agreement is approved. Due and adequate notice
3 having been given to the Class, and the Court having considered the Settlement Agreement, all
4 papers filed and proceedings had herein and all oral and written comments received regarding the
5 proposed settlement, and having reviewed the record in this Litigation, and good cause
6 appearing,

7 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

8 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
9 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

10 2. The Court has jurisdiction over the subject matter over this Action, the Class
11 Representative, the Class Members, the Aggrieved Employees, and Defendant.

12 3. For purposes of effectuating this Order and Judgment, this Court has certified the
13 following Class: “All current and former non-exempt (i.e., hourly paid) employees employed by
14 Guyou Construction, Inc., under the job titles of inspection technician, installation foreman,
15 installation technician, or operation & maintenance/service technician in California during the
16 Class Period of December 29, 2017, through January 26, 2023.” The Court deems this definition
17 sufficient for purposes of California Rules of Court, rule 3.765(a). Additionally, the Settlement
18 defines Aggrieved Employee(s) as “all current and former non-exempt (i.e., hourly paid)
19 employees employed by Defendant Guyou Construction, Inc., under the job titles of inspection
20 technician, installation foreman, installation technician, or operation & maintenance/service
21 technician in California during the PAGA Period of December 29, 2020, through January 26,
22 2023.”

23 4. The Court finds that the distribution of the Class Notice, Objection Form, Dispute
24 Form and Exclusion Form (collectively attached as Exhibit “A” to the Declaration of Taylor
25 Mitzner filed on November 14, 2023), as provided for in the Order Granting Preliminary
26 Approval for the Settlement, constituted the best notice practicable under the circumstances to all
27 Class Members and fully met the requirements of California law and due process under the
28 California and United States Constitution. Based on evidence and other material submitted, the

1 actual notice to the class was adequate.

2 5. The Court finds that the instant Action presented a good faith dispute of the
3 claims alleged, and the Court finds in favor of settlement approval.

4 6. The Released Class Claims on behalf of the Participating Class Members
5 included:

6 a. all claims stated in the operative Complaint and those based solely upon the
7 facts in the Complaint, including: (a) failure to pay minimum wages, (b)
8 failure to pay overtime wages, (c) failure to provide meal periods, (d) failure
9 to provide rest breaks, (e) failure to failure to timely pay wages upon
10 separation of employment, (f) failure to provide accurate itemized wage
11 statements, (g) unfair and unlawful competition, and (h) all other claims for
12 statutory penalties based on the facts or claims alleged in the operative
13 complaint.

14 7. The PAGA Released Claims included:

15 a. All PAGA claims that Plaintiff alleged against the Released Parties, on behalf
16 of himself and the State of California, based on the facts stated in the
17 operative Complaint in the Action and in the LWDA notice letter, including
18 all PAGA claims seeking civil penalties that premised upon (a) failure to pay
19 minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal
20 periods, (d) failure to provide rest breaks, (e) failure to failure to timely pay
21 wages each period and upon separation of employment, (f) failure to provide
22 accurate itemized wage statements, and (g) all other claims for civil penalties
23 recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et*
24 *seq.* based on the facts or claims alleged in the operative complaint.

25 8. There were no Objections and no Requests for Exclusion. Thus, all Class
26 Members are Participating Class Members who are entitled to payment pursuant to the
27 Settlement and this Judgment. Furthermore, all Aggrieved Employees are entitled to payment
28 pursuant to this Settlement and Judgment.

1 9. The Court approves the Settlement, as set forth in the Settlement Agreement and
2 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
3 Parties are directed to perform in accordance with the terms set forth in the Settlement
4 Agreement and this Order and Judgment.

5 10. The Parties are to bear their own costs, except as otherwise provided in the
6 Settlement Agreement and this Order and Judgment.

7 11. With respect to the Class and for purposes of approving this Settlement, this Court
8 finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
9 joinder of all members is impracticable; (b) there are questions of law or fact common to the
10 Class Members, and there is a well-defined community of interest among the Class Members
11 with respect to the subject matter of the Action; (c) the claims of Class Representative are typical
12 of the claims of the Class Members; (d) the Class Representative has fairly and adequately
13 protected the interests of the Class Members; (e) a class action is superior to other available
14 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the
15 Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the Plaintiff in his
16 individual and representative capacity and for the Class.

17 12. By this Order and Judgment, the Class Representative shall release, relinquish,
18 and discharge the Released Class Claims, as defined in the Settlement Agreement. Additionally,
19 by this Judgment, each of the Participating Class Members shall be deemed to have, and by
20 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
21 discharged all Released Class Claims.

22 13. By this Order and Judgment, Plaintiff and the LWDA shall fully, finally, and
23 forever release, relinquish and discharge Defendants and the Released Parties from all PAGA
24 Released Claims, as defined in the Settlement Agreement and above.

25 14. The Settlement is not an admission of wrongdoing or violation by Defendants or
26 any of the other Released Parties, nor is this Judgment a finding of the validity of any claims in
27 the Action or of any wrongdoing by Defendants or any of the other Released Parties. Neither
28 this Final Approval Order, the Settlement, or the Judgment nor any document referred to herein,

1 nor any action taken to carry out the Settlement are, may be construed as, or may be used as an
2 admission by or against Defendants or any of the other Released Parties of any fault, wrongdoing
3 or liability whatsoever.

4 15. The Settlement Amount which has been paid under the Settlement Agreement is
5 \$300,000.00. From this amount, Class Counsel sought an award of attorney's fees of
6 \$100,000.00 (one-third of the Settlement Amount), litigation expenses of \$16,980.42, a Service
7 Award for Class Representative Darrel Northrup of \$7,500, Administrator Costs of \$7,000 to
8 Phoenix Administrators, and \$22,500 to the LWDA for PAGA penalties and \$7,500 to the
9 Aggrieved Employees. Defendants do not oppose these requests. The Court finds that the
10 Settlement Amount is fair, reasonable and adequate, and awards the amounts set forth below
11 from the Settlement Amount:

12 A) \$100,000 to Class Counsel for attorneys fees (one-third of the GSA);

13 B) \$16,980.42 to Class Counsel for costs/expenses;

14 C) \$7,500 to Class Representative Darrel Northrup as a Service Award;

15 D) \$7,000 to the Administrator, Phoenix Administrators;

16 E) \$22,500 to the LWDA;

17 F) \$7,500 to the Aggrieved Employees;

18 G) After deducting the foregoing payments from the Settlement Amount, the
19 remainder shall form the Net Settlement Amount payable to the Participating Class
20 Members as set forth in the Settlement Agreement and as calculated by the
21 Administrator.

22 16. The Defendants have already deposited the Settlement Amount. Defendants
23 shall, jointly and severally, deposit their share of payroll taxes with the Administrator in
24 accordance with the Settlement Agreement and the timeline set forth below. The Administrator
25 is directed to calculate the Participating Class Member's Individual Settlement Payments from
26 the Net Settlement Amount, as well as the Aggrieved Employees' Individual PAGA Payment,
27 and issue all payments within in accordance with the Settlement Agreement and the timeline set
28 forth below:

December 12, 2023	The Effective Date occurs.
15 days after the Effective Date	Defendants are directed to pay their share of payroll taxes.
10 days after receipt of Payment	Administrator to issue all payments.
180 days after payment is issued	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
August 15, 2024	Counsel to file a declaration from the Administrator setting forth the disbursements that were actually made, including the status of issuing any uncashed funds.
Date: August 29, 2024 Time: 8:30 a.m.	Final Report Hearing re: status of funding.

17. The envelope transmitting the settlement checks shall bear the notation “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: “Please be advised that on [INSERT DATE] the Superior Court of California for the County of Riverside entered Judgment in the case entitled *Northrup v. Guyou Construction, Inc.*, Case No. CVRI2105858, on behalf of the Participating Class Members and Aggrieved Employees, which includes all current and former non-exempt (i.e., hourly paid) employees employed by Defendant Guyou Construction, Inc., under the job titles of inspection technician, installation foreman, installation technician, or operation & maintenance/service technician in California during the Class Period of December 29, 2017, through January 26, 2023.”

18. Participating Class Members and Aggrieved Employees shall have 180 days to negotiate the settlement check from the date of issuance by the Administrator. If a check has not

1 been cashed within 60 days after issuance, the Administrator shall mail a reminder postcard
2 within 10 days thereafter and provide the Participating Class Member with the deadline to cash
3 the check. If any check that is issued to a current employee of Defendant Guyou Construction,
4 Inc., is returned to the Administrator as undeliverable and the Administrator is unable to locate a
5 valid mailing address, then the Administrator shall arrange with the Defendants to have the
6 check(s) delivered to the Participating Class Member at their place of employment. In the event
7 that a Participating Class Members and/or Aggrieved Employees does not negotiate his/her
8 check within this time period, the check will be canceled. The value of the unclaimed funds in
9 the Administrator's account as a result of a failure to timely cash a settlement check shall be
10 issued to the California State Controller's Office in the name of the Participating Class Member
11 and/or Aggrieved Employee.

12 19. This document shall constitute a Judgment for purposes of California Rule of
13 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
14 Class Representative, the Class Members, the Aggrieved Employees, and Defendants for the
15 purposes of supervising the implementation, enforcement, construction, administration, and
16 interpretation of the Settlement Agreement and this Judgment.

17 IT IS SO ORDERED.

18 Dated: 12/15/23

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Hon. Harold Hopp