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GEORGE MARTINEZ and the Proposed Class
13

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

16 GEORGE MARTINEZ, individually, and
on behalf of other members of the general
17 public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act,
18

19 Plaintiff,

20 vs.

21 NORTHWEST EXTERIORS, INC., a
California corporation; and DOES 1
through 100, inclusive,
22

23 Defendants.
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27
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Case No. 34-2022-00318192

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Information:

Date: February 23, 2024
Time: 9:00am
Dept.: 23

FILED
Superior Court of California
County of Sacramento
04/25/2024
T. Shaddix, Deputy

1 This matter has come before the Honorable Jill H. Talley in Department 23 of the above-
2 entitled Court, located at the Gordon D. Schraber Courthouse, 720 9th Street Sacramento,
3 California 95814, on Plaintiff George Martinez’s (“Plaintiff”) Motion for Final Approval of Class
4 Action Settlement, Attorneys’ Fees, Costs, and Enhancement Payments (“Motion for Final
5 Approval”). Domb & Rauchwerger LLP and Lawyers for Justice, PC appeared on behalf of
6 Plaintiff; Goyette Law West, APC appeared on behalf of Northwest Exteriors, Inc. (“Defendant”).

7 On October 27, 2023, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the
9 settlement of the above-entitled action (“Action”) in accordance with the Class Action and PAGA
10 Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together
11 with the exhibit annexed thereto, sets forth the terms and conditions for settlement of the Action.

12 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
13 oral argument, and good cause appearing,

14 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

15 1. All terms used herein shall have the same meaning as defined in the Settlement
16 Agreement and the Preliminary Approval Order.

17 2. This Court has jurisdiction over the claims of the Class Members asserted in this
18 proceeding and over all parties to the Action.

19 3. The Court finds that the applicable requirements of California Code of Civil
20 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
21 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
22 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
23 hereby defined to include:

24 “All current and former hourly-paid, piece-rate, or non-exempt employees who
25 worked for Defendant within the State of California at any time during the Class
Period, April 12, 2018 to October 27, 2023.”

26 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
27 Class Members, fully and accurately informed the Class Members of all material elements of the
28 Settlement and of their opportunity to participate in the Settlement, object to or comment on the

1 Class Settlement, or to seek exclusion from the Class Settlement; was the best notice practicable
2 under the circumstances; was valid and provided sufficient notice to all Class Members; and
3 complied fully with the laws of the State of California, the United States Constitution, due process
4 and other applicable law. The Class Notice fairly and adequately described the Settlement and
5 provided the Class Members with adequate instructions and a variety of means to obtain
6 additional information.

7 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
8 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
9 specifically, the Court finds that the Settlement was reached following meaningful investigation
10 conducted by Domb & Rauchwerger LLP and Lawyers *for* Justice, PC (“Class Counsel”); that
11 the Settlement is the result of serious, informed, adversarial, and arms-length negotiations
12 between the parties; and that the terms of the Settlement are in all respects fair, adequate, and
13 reasonable. In so finding, the Court has considered all of the evidence presented, including
14 evidence regarding the strength of Plaintiffs’ claims; the risk, expense, and complexity of the
15 claims presented; the likely duration of further litigation; the amount offered in the Settlement;
16 the extent of investigation and discovery completed; and the experience and views of Class
17 Counsel. The Court has further considered the absence of objections to the Class Settlement
18 submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be
19 affected in accordance with the Settlement Agreement and the following terms and conditions.

20 6. A full opportunity has been afforded to the Class Members to participate in the
21 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
22 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
23 the Class Settlement. Accordingly, the Court determines that all Class Members who did not
24 submit a timely and valid Request for Exclusion (“Participating Class Members”) are bound by
25 the Class Settlement and by this order and judgment (“Final Approval Order and Judgment”) and
26 the State of California and all current and former hourly-paid or non-exempt employees who
27 worked for Defendant within the State of California at any time during the period from January
28 27, 2021, to October 27, 2023 (“Aggrieved Employees”) are bound by the PAGA Settlement and

1 this Final Approval Order and Judgment.

2 7. The Court finds that the settlement of the Released PAGA Claims for \$35,000.00,
3 which is designated and allocated as penalties under the California Private Attorneys General Act
4 of 2004 (“PAGA Payment”), is fair, reasonable, and appropriate, and hereby approved. The
5 Administrator shall distribute the PAGA Payment as follows: the amount of \$26,250.00 to the
6 California Labor and Workforce Development Agency, and the amount of \$8,750.00 to
7 Aggrieved Employees, in accordance with the terms and methodology set forth in the Settlement
8 Agreement.

9 8. The Court finds that payment of Administration Costs in the amount of \$6,250.00
10 is appropriate for the services performed and costs incurred and to be incurred for the notice and
11 settlement administration process. It is hereby ordered that the Administrator, Phoenix Class
12 Action Administration Solutions, shall issue payment to itself in the amount of \$6,250.00, in
13 accordance with the terms and methodology set forth in the Settlement Agreement.

14 9. The Court finds that the Enhancement Payment sought is fair and reasonable for
15 the work performed by Plaintiff on behalf of the Class, the State of California, and Aggrieved
16 Employees. It is hereby ordered that the Administrator issue payment in the amount of
17 \$10,000.00 to Plaintiff George Martinez for his Enhancement Payment according to the terms
18 and methodology set forth in the Settlement Agreement.

19 10. The Court finds that the request for attorneys’ fees in the amount of \$398,333.33
20 to Class Counsel falls within the range of reasonableness, and the results achieved justify the
21 award sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and
22 appropriate, and are hereby approved. It is hereby ordered that the Administrator issue payment
23 in the amount of \$398,333.33 to Class Counsel for attorneys’ fees, in accordance with the terms
24 and methodology set forth in the Settlement Agreement.

25 11. The Court finds that reimbursement of litigation costs and expenses in the amount
26 of \$6,608.00 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
27 Administrator issue payment in the amount of \$6,608.00 to Class Counsel for reimbursement of
28 litigation costs and expenses, in accordance with the terms and methodology set forth in the

1 Settlement Agreement.

2 12. The Court hereby enters Judgment by which Participating Class Members shall be
3 conclusively determined to have given a release of any and all Released Class Claims against the
4 Released Parties, and all Aggrieved Employees and the State of California shall be conclusively
5 determined to have given a release of any and all Released PAGA Claims against the Released
6 Parties, as set forth in the Settlement Agreement and Class Notice.

7 13. It is hereby ordered that within fourteen (14) calendar days of the Effective Date,
8 Defendant shall transmit the Gross Settlement Amount (i.e., \$1,195,000.00) by making a one-
9 time deposit into the account established by the Administrator for administration of the Settlement
10 in accordance with the terms and methodology set forth in the Settlement Agreement.

11 14. It is hereby ordered that within fourteen (14) calendar days of the funding of the
12 Gross Settlement Amount, the Administrator shall distribute Individual Settlement Payments to
13 the Participating Class Members and Individual PAGA Payments to the Aggrieved Employees,
14 in accordance with the terms and methodology set forth in the Settlement Agreement.

15 15. Individual Settlement Payment and Individual PAGA Payment checks shall be
16 valid and negotiable for a period of not less than one hundred and eighty (180) calendar days from
17 the date of issuance, and thereafter, the checks shall be cancelled. The funds associated with
18 Individual Settlement Payment and/or Individual PAGA Payment checks that have not been
19 cashed or deposited within the 180-day period shall be transmitted to the California Controller's
20 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
21 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b)

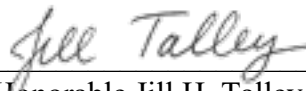
22 16. Prior to transmitting the funds from uncashed checks to the California Controller's
23 Unclaimed Property Fund, the Parties shall submit a stipulation and proposed order to the Court
24 complying with California Code of Civil Procedure section 384's amended provisions as to *cy*
25 *pres* beneficiaries.

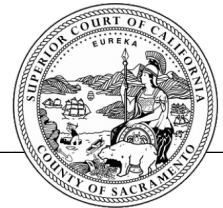
26 17. After entry of this Final Approval Order and Judgment, pursuant to California
27 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement,
28 and enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and

1 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
2 any dispute arising from or in connection with the distribution of settlement benefits.

3 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
4 Participating Class Members and Aggrieved Employees by posting a copy of the Final Approval
5 Order and Judgment on the Administrator's website for a period of at least sixty (60) calendar
6 days after the date of entry of this Final Approval Order and Judgment. Individualized notice is
7 not required.

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9 Dated: 04/25/2024


Honorable Jill H. Talley



Judge of the Superior Court