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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

DAVIS ALLEN, and on behalf of all others
similarly situated,

Plaintiff,

vs.

CREATIVE STONE MFG. INC., dba
CORONADO STONE PRODUCTS, INC., a
California Corporation; and DOES 1-10,
inclusive,

Defendants.

Case No.: CIVSB2201498

Assigned For All Purposes To
Judge: Hon. David Cohn
Dept.: S26

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

Date: April 27, 2023
Time: 10:00 a.m.
Dept.: S26

Action Filed: June 29, 2021
Trial Date: None Set

1 **[PROPOSED] ORDER & JUDGMENT**

2 The Motion of Plaintiff Davis Allen ("Plaintiff") for Final Approval of Class Action
3 Settlement, Class Representative Service Award, and Attorneys' Fees and Costs ("Final Approval
4 Motion") came on regularly for hearing before this Court on April 27, 2023, at 10:00 a.m.,
5 pursuant to California Rule of Court 3.769 and this Court's earlier Order granting preliminary
6 approval. Having considered the parties' Stipulation of Settlement ("Settlement Agreement" or
7 "Settlement"), and the documents and evidence presented in support thereof, and recognizing the
8 sharply disputed factual and legal issues involved in this case, the risks of further prosecution,
9 and the substantial benefits to be received by the Settlement Class pursuant to the Settlement, the
10 Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate, and is the
11 product of good faith, arm's-length negotiations between the parties. Good cause appearing
12 therefor, the Court hereby GRANTS Plaintiff's Final Approval Motion and hereby ORDERS the
13 following:

14 1. Final judgment is hereby entered in conformity with the Settlement Agreement
15 and this Final Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus
17 certifies, for purposes of the Settlement, the following Settlement Class:

18 All current and former non-exempt employees of Defendant Creative
19 Stone Mfg., Inc. employed in the State of California between April 6, 2016,
20 through June 22, 2021 (the "Class Period").

21 3. Plaintiff is hereby confirmed as Class Representative. Haines Law Group, APC
22 and James Hawkins APLC are hereby confirmed as Class Counsel.

23 4. Notice was provided to Settlement Class members as set forth in the Settlement,
24 which was approved by the Court on December 13, 2022, and the notice process has been
25 completed in conformity with the Settlement. The Court finds that said notice was the best notice
26 practicable under the circumstances. The Class Notice provided due and adequate notice of the
27 proceedings and matters set forth therein, informed Settlement Class members of their rights, and
28 fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule
of Court 3.769, and due process.

1 5. The Court finds that no Settlement Class member objected to the Settlement, that
2 only two (2) Settlement Class members opted out of the Settlement, and that the 99.93%
3 participation rate in the Settlement supports final approval.

4 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
5 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
6 terms.

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

16 8. The Court finds that given the absence of objections to the Settlement, this Order
17 shall be considered final as of the date of entry.

18 9. The Court finds that the Individual Settlement Payments, as provided for in the
19 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
20 distribute the Individual Settlement Payments in conformity with the terms of the Settlement.

21 10. The Court orders that the Maximum Settlement Amount of \$3,137,850.00 shall be
22 deposited by Defendant Creative Stone Mfg., Inc. ("Defendant") with the Settlement
23 Administrator, Phoenix Settlement Administrators, within five (5) business days of the Effective
24 Date.

25 11. The Court finds that a Service Award in the amount of \$7,500.00 to Plaintiff is
26 appropriate for Plaintiff's risks undertaken and his service to the Settlement Class. The Court
27 finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator
28 make this payment in conformity with the terms of the Settlement.

1 12. The Court finds that attorneys' fees in the amount of \$1,045,950.00, and litigation
2 costs of \$23,774.53 for Class Counsel, are fair, reasonable, and adequate in light of the common
3 fund created by the Settlement, and orders that the Settlement Administrator distribute these
4 payments to Class Counsel in conformity with the terms of the Settlement.

5 13. The Court orders that the Settlement Administrator shall be paid \$22,950.00 from
6 the Maximum Settlement Amount in conformity with the terms of the Settlement, for all of its
7 work done and to be done until the completion of this matter and finds that sum appropriate.

8 14. The Court finds that the payment to the California Labor & Workforce
9 Development Agency ("LWDA") in the amount of \$75,000.00 for its share of the settlement of
10 Plaintiff's representative claim under the PAGA is fair, reasonable, and adequate, and orders the
11 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
12 of the Settlement.

13 15. This Court orders that any settlement checks shall be negotiable for 180 calendar
14 days from the date of issuance of the check, and that any settlement checks that remain uncashed
15 after 180 days after they are mailed shall be placed in a *cy pres* fund and awarded to Legal Aid
16 Society of San Bernardino.

17 16. As of the date that: (i) the Effective Date occurs and (ii) the settlement is fully
18 funded, Plaintiff and every member of the Settlement Class (except for the two Settlement Class
19 members who requested exclusion), will fully release and discharge Defendant and all of its past
20 or present parent companies, affiliates, controlling persons, subsidiaries, directors, officers,
21 shareholders and investors, agents, attorneys, employees, and benefit plans sponsored by any such
22 entities (collectively, the "Released Parties") from all claims and causes of action, alleged or
23 which could have reasonably been alleged based on the allegations in the Second Amended Class
24 and Representative Action Complaint ("SAC") during the Class Period, including claims for: (a)
25 failure to pay overtime wages; (b) failure to pay minimum wages; (c) failure to provide all meal
26 periods, or premium pay in lieu thereof; (d) failure to authorize and permit all rest periods, or
27 premium pay in lieu thereof; (e) unlawful deductions from earned wages; (f) failure to provide
28 complete and accurate wage statements; (g) all claims for waiting time penalties; (h) all claims

1 for unfair business practices that could have been premised on the claims, causes of action or legal
2 theories pled in the operative SAC; (i) all claims under the California Labor Code Private
3 Attorneys General Act of 2004 ("PAGA") that could have been premised on the claims, causes of
4 action, or legal theories pled in the SAC; and (j) all damages, penalties, interest, costs (including
5 attorneys' fees) and other amounts recoverable under said claims or causes of action as to the facts
6 and/or legal theories alleged in the SAC (collectively, "Class Member Released Claims"). In
7 addition, all Settlement Class members (regardless whether they opt out) who worked for
8 Defendant at any time from August 20, 2019 through the end of the Class Period (the "PAGA
9 Period") shall release Defendant from all claims for civil penalties under PAGA based on the
10 above-mentioned violations, arising from their employment with Defendant during the PAGA
11 Period (the "PAGA Released Claims").

12 17. This document shall constitute a final judgment pursuant to California Rule of
13 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
14 approval hearing, the court must make and enter judgment. The judgment must include a provision
15 for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment.
16 The court may not enter an order dismissing the action at the same time as, or after, entry of
17 judgment." The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,
18 and this Judgment.

19 18. The Settlement Administrator shall file a disbursement declaration on or before
20 January 15, 2024.

21 **IT IS SO ORDERED.**

22
23 Dated: 4.27.23

DAVID COHN

Honorable David S. Cohn
Judge of the Superior Court