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Attorneys for Plaintiff SACRAMENTO ROJAS as an individual and on behalf of all similarly situated employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

SACRAMENTO ROJAS,

Plaintiff,

v.

RJP FRAMING, INC., and DOES 1-50,
inclusive,

Defendants.

Case No.: 34-2022-00326581

~~PROPOSED~~ **FINAL APPROVAL ORDER
AND JUDGEMENT**

Assigned for all purposes to:
Hon. Jill H. Talley, Dept. S23

Date: February 21, 2025
Time: 9:00 a.m.
Dept.: S23

Complaint Filed: September 12, 2022
Trial Date: None Yet Set

FILED
Superior Court of California
County of Sacramento
05/02/2025
J. Servantez, Deputy

~~[PROPOSED]~~ FINAL APPROVAL ORDER AND JUDGMENT

WHEREAS, this matter has come before the Court for hearing pursuant to the Preliminary Approval Order dated September 20, 2024, for final approval of the Settlement as set forth in the Joint Stipulation of Class Action Settlement (the “Settlement” or “Settlement Agreement”) filed July 3, 2024, as Exhibit “A” to the Declaration of Kevin Mahoney in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, and the Court having considered all papers filed and the proceedings had and otherwise being fully informed.

THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

1. This Order incorporates by reference the definitions in the Settlement Agreement and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this litigation and over all Parties to this litigation, including the Plaintiffs and Class Members.

3. Pursuant to the Preliminary Approval Order, the appointed Settlement Administrator, Phoenix Class Action Administration Solutions, mailed a Notice of Settlement to all known Class Members by First Class U.S. Mail. The Notice of Settlement fairly and adequately informed Class Members of the terms of the proposed Settlement and the benefits available to Class Members thereunder. The Notice of Settlement further informed Class Members of the pendency of the Action, of the proposed Settlement, of Class Members’ right to receive their share of the Settlement (if approved), of the scope and effect of the Released Claims, of the preliminary Court approval of the proposed Settlement, of exclusion and objection timing and procedures, of the date of the Final Approval Hearing, and of the right to file documentation in support of or in opposition to the Settlement and to appear in connection with the Final Approval Hearing. Class Members had adequate time to consider this information and to use the procedures identified in the Notice. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice provided in the Action was sufficient, which satisfied the requirements of law and due process.

1 4. In response to the Notice of Settlement, there are zero (0) Class Member objections to
2 the Settlement, and zero (0) Class Members submitted a timely Request for Exclusion from the
3 Settlement, and there are zero (0) workweek disputes.

4 5. The Court finds that the Settlement offers significant monetary recovery to Class
5 Members and finds that such recovery is fair, adequate and reasonable when balanced against further
6 litigation related to liability and damages issues. The Court further finds that the Parties have
7 conducted extensive and costly investigation, formal and informal discovery, research and litigation
8 such that Class Counsel and Defense Counsel are able to reasonably evaluate their respective positions
9 at this time. The Court finds that the proposed Settlement, at this time, will avoid substantial additional
10 costs by all Parties, as well as avoid the risks and delay inherent to further prosecution of the Action.
11 The Court further finds that the Parties reached the Settlement as the result of intensive, serious and
12 non-collusive, arms-length negotiations. Thus, the Court approves the Settlement set forth in the
13 Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate, and reasonable
14 and directs the Parties to effectuate the Settlement according to its terms.

15 6. The Court hereby orders the Settlement Administrator to distribute the Individual
16 Settlement Award payments to Settlement Class Members who did not submit a timely Request for
17 Exclusion in accordance with the provisions of the Settlement Agreement. The envelopes transmitting
18 the Settlement Award checks shall include the notation, "YOUR CLASS ACTION SETTLEMENT
19 CHECK IS ENCLOSED" and shall remain valid for a period of 180 calendar days.

20 7. All Participating Class Members, regardless of whether or not they cash their Individual
21 Settlement Award check(s), will be bound by the releases detailed in this Settlement Agreement.
22 Participating Class Members must cash or deposit their Individual Settlement Share checks within one
23 hundred and eighty (180) calendar days after the checks are mailed to them. If any checks remain
24 uncashed or not deposited by the expiration of the 180-day period, the Settlement Administrator will,
25 within two hundred (200) calendar days after the checks are initially mailed, submit to the amount of
26 the uncashed or not deposited payments to California State Controller as unclaimed property in the
27 name of the Class Member who did not cash his or her check.

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1 8. For purposes of this Final Approval Order and this Settlement only, the Court hereby
2 confirms the appointment of Plaintiff Sacramento Rojas as the class representatives for the Class
3 Members. Further, the Court finally approves a Class Representative Incentive Payment to Plaintiff,
4 as fair and reasonable, in the total amount of five thousand dollars (\$5,000.00). The Court hereby
5 orders the Settlement Administrator to distribute the Incentive Award to the Plaintiff Sacramento
6 Rojas in accordance with the provisions of the Settlement. No other individual or former named
7 Plaintiff in this action shall receive an Incentive Award.

8 9. For purposes of this Final Approval Order and this Settlement only, the Court hereby
9 confirms the appointment of The Mahoney Law Group, APC. as Class Counsel for the Class Members.
10 Further, the Court finally approves a Class Counsel Fees and Costs Award, as fair and reasonable, of
11 three hundred thirty-three thousand three hundred thirty-three dollars and thirty-three cents
12 (\$333,333.33) or (1/3rd of the Gross Settlement Amount should the Gross amount change for
13 attorneys' fees and eleven thousand seven hundred dollars and fifteen cents (\$11,700.15). Class
14 Counsel's receipt of the Class Counsel Fees and Costs Award shall fully satisfy all fees and litigation
15 costs incurred by Class Counsel that represented Plaintiff and Class Members in the Action.
16 Defendant's payment of the Court-awarded attorneys' fees and costs shall constitute full satisfaction
17 of Defendant's obligation to pay any person, attorney, or law firm for attorneys' fees, costs, and
18 expenses incurred on behalf of the Plaintiff and the Class Members. The Court hereby orders the
19 Settlement Administrator to distribute the Class Counsel Fees and Costs Award payment to Class
20 Counsel in accordance with the provisions of the Settlement Agreement.

21 10. For purposes of this Final Approval Order and this Settlement only, the Court hereby
22 confirms the appointment of Phoenix Class Action Administration Solutions as the Settlement
23 Administrator to administer the Settlement of this matter as more specifically set forth in the
24 Settlement Agreement and further finally approves Settlement Administration Costs, as fair and
25 reasonable, of seventeen thousand five hundred dollars (\$17,500.00) The remaining two thousand five
26 hundred dollars (\$2,500.00) shall be returned to the Settlement Fund pursuant to the Settlement
27 Agreement.

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1 11. As of the Response Deadline, all Settlement Class Members who did not submit a
2 timely and valid Request for Exclusion shall be deemed to have released the Released Parties from all
3 Released Claims, as defined in the Settlement Agreement.

4 12. After Settlement administration has been completed in accordance with the Settlement
5 Agreement, the Parties shall file a report with this Court certifying compliance with the terms of the
6 Settlement.

7 13. Neither this Final Approval Order, the Settlement Agreement, nor any document
8 referred to herein, nor any action taken to carry out the Settlement Agreement is, may be construed as,
9 or may be used by Plaintiff as an admission by or against Defendant or any of the other Released
10 Parties of any fault, wrongdoing or liability whatsoever. Nor is this Final Approval Order a finding
11 of the validity of any claims in the Action or of any wrongdoing by Defendant or any of the other
12 Released Parties. The entering into or carrying out of the Settlement Agreement, and any negotiations
13 or proceedings related thereto, shall not in any event be construed as an admission or concession with
14 regard to the denials or defenses by Defendant or any of the other Released Parties and shall not be
15 offered in evidence by Plaintiff against Defendant or any of the Released Parties in any action or
16 proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than
17 to enforce the provisions of this Final Approval Order, the Settlement Agreement, or any related
18 agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the
19 Action or in any other proceeding this Final Approval Order, the Settlement Agreement, or any other
20 papers and records on file in the Action as evidence of the Settlement and to support a defense of res
21 judicata, collateral estoppel, release, waiver or other theory of claim preclusion, issue preclusion, or
22 similar defense.

23 14. If the Settlement does not become final and effective in accordance with the terms of
24 the Settlement Agreement, resulting in the return and/or retention of the Settlement funds to Defendant
25 consistent with the terms of the Settlement, then this Final Approval Order and all orders entered in
26 connection herewith, shall be rendered null and void and shall be vacated.

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1 15. The Court hereby enters judgment, with prejudice, for the reasons set forth above, and
2 in accordance with the terms set forth in the Settlement Agreement. The Settlement Administrator
3 shall provide notice of this judgement by posting a copy of this order on the website specified in the
4 Class Notice.

5 16. Without affecting the finality of this Final Approval Order in any way, this Court
6 hereby retains continuing jurisdiction over the interpretation, implementation, and enforcement of the
7 Settlement and all orders and judgments entered in connection therewith.

8 17. A Final Report (Nonappearance) Hearing is hereby set for 11/14/25 at 10:30 a.m., a
9 date more convenient for the Court). A report pursuant to Code of Civil Procedure section 384,
10 subdivision (b), shall be filed ^{15 calendar} ~~within five (5) court~~ days of the nonappearance hearing and shall be in
11 the form of a declaration from the Settlement Administrator or other declarant with personal
12 knowledge of the facts. The report shall be in the form of a declaration from the Settlement
13 Administrator or other declarant with personal knowledge of the facts, and to describe (i) the date the
14 checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average amount
15 of those checks, (iv) the number of checks that remained uncashed and were redistributed, (v) the total
16 value of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature
17 and date of the disposition of those unclaimed funds. If applicable, the proposed amended judgment
18 shall require counsel for Plaintiff to send a copy of any amended judgment which distributes funds to
19 a *cy pres* recipient to the Judicial Council in compliance with CCP Section 384.5. Further, the
20 correspondence by counsel shall include a cover letter providing the Judicial Council with the
21 information required pursuant to Government Code Section 68520. A Proof of Service shall be filed
22 with the court within fifteen (15) days of the filing of the judgment.

23 18. This document shall constitute a Judgment for purposes of California Rule of Court
24 3.769(h).

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IT IS SO ORDERED.

Dated: 05/02/2025



Hon. Jill Talley
Jill H. Talley, Judge
Sacramento Superior Court Judge



PROOF OF SERVICE
Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, 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 the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **May 7, 2025**, I served [X] true copies [] originals of the following document(s): **FINAL APPROVAL ORDER AND JUDGMENT**. I served the document(s) on the person(s) below as follows:

Lisa Ryan, Esq. Alexis Gabrielson, Esq. COOK BROWN LLP 2407 J Street Second Floor Sacramento, CA 95816	Attorneys for Defendant RJP FRAMING Telephone: (916) 442-3100 Email: agabrielson@cookbrown.com lryan@cookbrown.com tlindsay@cookbrown.com
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The document(s) were served by the following means:

☒ **By e-mail:** Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address sborin@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **May 7, 2025**, at Long Beach, California.



Sam Borin