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and others similarly situated
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF MERCED**
11

12 JOEL MEZA, on behalf of himself and others
similarly situated,

13
14 Plaintiff,

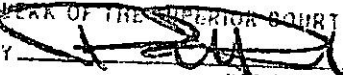
15 v.

16 E AND J WOOD FINISH; and DOES 1
17 through 100, inclusive, and DOES 1 through
100, inclusive,

18 Defendants.
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FILED

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CLERK OF THE SUPERIOR COURT
BY  DEPUTY

Case No.: 23CV-00583

Assigned for all purposes to:
Hon. Brian L. McCabe, Dept. 8

CLASS ACTION

**FINAL ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT, ATTORNEYS'
FEES AND COSTS, AND CLASS
REPRESENTATIVE'S ENHANCEMENT
AWARD**

Final Approval Hearing

Date: February 15, 2024
Time: 8:15 a.m.
Dept. 8

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

1 **WHEREAS**, this matter came on for hearing on February 15, 2024, at 8:15 a.m. before the
2 Honorable Brian L. McCabe in Department 8 of the Merced County Superior Court, located at 627
3 W. 21st Street, Merced, California 95340, upon the motion of Plaintiff Joel Meza ("Plaintiff" or
4 "Class Representative") for final approval of the settlement/set forth in the Stipulation of Class and
5 Representative Action Settlement ("Settlement Agreement") (attached as **Exhibit A** to the
6 Declaration of Anthony J. Orshansky filed in support thereof). Full and adequate notice having been
7 given to the Class as required in the Court's Preliminary Approval Order, and the Court having
8 considered all papers filed and proceedings held herein and otherwise being fully informed and good
9 cause appearing therefore,

10 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that:

11 1. Capitalized terms not otherwise defined herein shall have the same meaning as set
12 forth in the Settlement Agreement.

13 2. The Court has jurisdiction over this matter.

14 3. The Court finds that this action is properly maintained as a class action, for settlement
15 purposes only, pursuant to Code of Civil Procedure section 382 and California Rules of Court, Rule
16 3.769.

17 4. For settlement purposes only, the "Settlement Class" or "Settlement Class
18 Member(s)" shall mean:

19 All hourly, non-exempt employees employed by Defendant within the State of
20 California during the Class Period,¹ who have not submitted a timely and valid
request for exclusion from the settlement.

21 5. After distribution of the Court-approved Notice of Pendency of Class and
22 Representative Action Settlement ("Class Notice"), and a forty-five (45) day period to submit
23 disputes, requests for exclusion, or objections, the Settlement Administrator reports that response
24 from the Class Members resulted in no objections and no requests for exclusion/opt-outs.

25 6. CounselOne, PC is appointed Class Counsel.

26 7. Named Plaintiff Joel Meza is appointed Class Representative.

27
28 ¹ "Class Period" is defined as the period beginning on June 30, 2018 and ending on May 10, 2023.

1 8. The Court approves CPT Group, Inc. as the Settlement Administrator.

2 9. The Court finds that the Class Notice as mailed to Class Members by the Settlement
3 Administrator was the best notice practicable under the circumstances. The Class Notice provided
4 adequate notice of the proceedings and of the matters set forth therein, including the proposed terms
5 of settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said
6 Class Notice fully satisfied the requirements of the law and the requirements of due process.

7 10. The Court finds that the Settlement Agreement is fair, adequate, and reasonable to
8 the Settlement Class Members and PAGA Group Members, is in the best interest of the Settlement
9 Class Members and PAGA Group Members, has been entered into in good faith, and should be
10 finally approved. More specifically, the Court finds that the settlement was reached following
11 meaningful discovery and investigation conducted by Class Counsel, that the settlement is the result
12 of informed, adversarial, and arm's-length negotiations between the Parties, and that the terms of
13 the settlement are fair, adequate, and reasonable. In so finding, the Court has considered all of the
14 evidence presented, including evidence regarding the strength of the Plaintiff's case, the risk,
15 expense, and complexity of the claims presented, the likely duration of further litigation, the amount
16 offered in the settlement, the extent of investigation and discovery completed, and the experience
17 and views of Class Counsel. The Court considers the absence of any objections as a favorable
18 response from Class Members. The settlement represents a fair resolution of all claims asserted on
19 behalf of Plaintiff, Settlement Class Members, and PAGA Group Members, and fully and finally
20 resolves all such claims.

21 11. The Court hereby approves the settlement set forth in the Settlement Agreement and
22 finds that it is, in all respects, fair, adequate, and reasonable, and directs the Parties and the
23 Settlement Administrator to effectuate the settlement according to its terms. The Court finds that
24 the settlement has been reached as a result of intensive, serious and non-collusive arm's-length
25 negotiations. The Court finds that the Parties have conducted extensive investigation and research,
26 and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
27 finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay
28 and risks that would be presented by the further prosecution of this action. The Court has noted the

1 significant benefits to the Settlement Class Members and PAGA Group Members under the
2 settlement.

3 12. As of the date of entry of this Order and Judgment, Plaintiff and Settlement Class
4 Members will release and forever discharge Defendant, and its former and present officers,
5 directors, owners, shareholders, members, employees, agents, principals, representatives,
6 consultants, attorneys, insurers, predecessors, successors, assigns, parents, related entities,
7 subsidiaries, and affiliates (the Released Parties), from the Settlement Class Members Released
8 Claims during the Class Period. The Settlement Class Members Released Claims include all wage
9 and-hour claims contained in the operative complaint in the Lawsuit, or that could have been
10 asserted in the Lawsuit based on the facts alleged by Plaintiff in the operative complaint during the
11 Class Period. The Settlement Class Members Released Claims include all liabilities, causes of action
12 and/or claims that were alleged or that could have been alleged based on the facts or claims pled in
13 the operative complaint filed by Plaintiff in the action, arising at any time during the Class Period,
14 for: (1) failure to pay minimum wages pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197,
15 1197.1 and the Relevant Industrial Welfare Commission ("IWC") Wage Orders; (2) failure to pay
16 all regular and overtime wages pursuant to California Labor Code §§ 223, 510, 1198 and the
17 Relevant IWC Wage Orders; (3) failure to provide meal periods pursuant to Labor Code §§ 226.7
18 and the Relevant IWC Wage Orders; (4) failure to provide rest breaks pursuant to Labor Code §
19 226.7 and the Relevant IWC Wage Orders; (5) failure to reimburse business expenses pursuant to
20 Labor Code §§ 2800 and 2802; (6) failure to provide accurate itemized employee wage statements
21 pursuant to Labor Code §§ 226 and 226.3; (7) failure to pay all wages owed timely and upon
22 separation of employment pursuant to Labor Code §§ 201, 202, 203, 204, and 210; (8) failure to
23 maintain records in violation of Labor Code section 1174(d); and (9) violation of Business &
24 Professions Code sections 17200, *et seq.*

25 13. Notwithstanding the foregoing, all Class Members, whether or not they submit a
26 request for exclusion from the settlement, employed by Defendant during the PAGA Period (the
27 PAGA Group Members), will receive a PAGA payment and will no longer be able to seek penalties
28 pursuant to the PAGA, for the period from June 30, 2021 to May 10, 2023, arising from claims that

1 were alleged or reasonably could have been alleged based on the facts or claims pled in the operative
2 complaint filed by Plaintiff in the action including, but not limited to, alleged violations of Labor
3 Code sections Labor Code sections 201, 202, 203, 204, 223, 226, 226.3, 226.7, 510, 512, 1174,
4 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and any claims and/or liability for interest and all
5 attorneys' fees and costs available under the PAGA arising out of the facts asserted in the operative
6 complaint for the aforementioned Labor Code violations ("PAGA Group Members Released
7 Claims").

8 14. The Court orders that, upon the date of final approval by the Court of this settlement,
9 the settlement shall be the exclusive remedy for any and all released claims as to each and every
10 Settlement Class Member and PAGA Group Member.

11 15. Defendant shall pay the non-reversionary amount of \$200,000 ("Gross Settlement
12 Amount") to fund the settlement, as outlined in the Settlement Agreement. The Gross Settlement
13 Amount shall be inclusive of all settlement payments to Settlement Class Members, the
14 Enhancement Payment to the Class Representative, the Administration Costs to the Settlement
15 Administrator, the Attorneys' Fees and Costs to Class Counsel, and the PAGA Payment, including
16 payment to PAGA Group Members and to the California Labor and Workforce Development
17 Agency ("LWDA") for civil penalties pursuant to statute.

18 16. The requested award of attorneys' fees to Class Counsel in the amount of \$66,600 is
19 approved as fair, adequate, and reasonable.

20 17. The requested award of litigation costs of \$20,511.28 to Class Counsel for
21 reimbursement of expenses is approved as fair, adequate, and reasonable.

22 18. The enhancement award payment in the amount of \$7,500 to the Class
23 Representative is approved as fair and reasonable compensation for the Class Representative's
24 efforts in initiating this action, the time and effort involved, the benefits conferred on the Settlement
25 Class and PAGA Group Members, and the risks assumed by him.

26 19. The Court finds that the PAGA Payment—of which 75% (or \$22,500) is allocated
27 for payment to the LWDA for civil penalties pursuant to statute and 25% (or \$7,500) is to be
28 distributed to all PAGA Group Members—is fair, adequate, and reasonable, and orders the

1 Settlement Administrator to distribute this payment in conformity with the terms of the Settlement
2 Agreement.

3 20. The Court approves the costs of the Settlement Administrator, CPT Group, Inc., in
4 the amount of \$12,500 for the notification and settlement administration services it performed in
5 connection with this action.

6 21. The Court orders that within thirty (30) business following the Court's Final
7 Approval Order, Defendant shall fund fifty percent (50%) of the Gross Settlement Amount, and
8 fund the remaining fifty percent (50%) of the Gross Settlement Amount within twelve months
9 thereafter in accordance with the terms of the Settlement Agreement.

10 14. Within ten (10) calendar days after Defendant fully funds the settlement, the
11 Settlement Administrator shall distribute payments as follows: (i) payment of the Enhancement
12 Payment to Plaintiff as the Class Representative; (ii) payment of the LWDA Payment to the LWDA;
13 (iii) payment of Individual Settlement Payments to Settlement Class Members and PAGA Group
14 Members; (iv) payment of Attorneys' Fees and Costs to Class Counsel; and (v) payment of
15 Administration Costs to the Settlement Administrator.

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17 Based on the foregoing Order the Court enters the following Judgment:

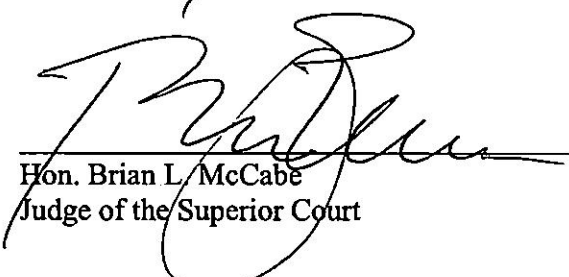
18 **Judgment**

19 Judgment is hereby entered pursuant to California Rules of Court, Rule 3.769, subdivision
20 (h). Without affecting the finality of this Order and further pursuant to Rule 3.769, subdivision (h),
21 the Court retains exclusive and continuing jurisdiction over the litigation for purposes of
22 supervising, implementing, interpreting, and enforcing this Order and the Settlement Agreement.

23 *Compliance Review met Sept. 12, 2025 at 8:15 am.*

24 **IT IS SO ORDERED.**

25
26 Dated: FEB 15 2024

27 
28 Hon. Brian L. McCabe
Judge of the Superior Court