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FILED
Superior Court of California
County of Sacramento
12/20/2024
T. Shaddix, Deputy

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

MATTHEW TODD BRODEUR,
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

KEYSTONE DOOR & BUILDING
SUPPLY, INC.; and DOES 1 through 20,
inclusive,

Defendants.

Case No. 34-2022-00326387

Assigned for all purposes to
Hon. Jill H. Talley
Dept. 23

~~PROPOSED~~ FINAL JUDGMENT

~~PROPOSED~~ FINAL JUDGMENT

1 This Motion for Final Approval of Class Action Settlement came on for hearing on
2 December 13, 2024 at 9:00 a.m. in Department 23 of the above-captioned Court. Consistent with
3 this Court’s Order Granting Preliminary Approval, filed and entered on July 19, 2024
4 (“Preliminary Approval Order”), the Court’s Order Granting Final Approval filed and entered
5 on 12/20/2024 (“Final Approval Order”), and the CLASS ACTION AND PAGA
6 SETTLEMENT AGREEMENT AND CLASS NOTICE (“Settlement Agreement”) entered into
7 by Plaintiff Matthew Todd Brodeur and Defendant Keystone Door & Building Supply, Inc.
8 (“Defendant”), a copy of which was filed in conjunction with the Plaintiff’s Motion for Final
9 Approval of Class Action Settlement, attached as Exhibit 1 to the Declaration of Kristy R.
10 Connolly, and due and adequate notice having been given to all Class Members as required in
11 the Preliminary Approval Order, it is hereby ORDERED, ADJUDGED, AND DECREED as
12 follows:

13 1. All terms used herein shall have the same meaning as defined in the Settlement
14 Agreement.

15 2. The Court finds and determines that the terms of the Settlement are fair, reasonable
16 and adequate to the Class and to each Participating Class Member and that the Settlement is
17 ordered finally approved, and that all terms and provisions of the Settlement should be and hereby
18 are ordered to be consummated, as set forth in its Final Approval Order.

19 3. The Court has certified a Class, as that term is defined in and by the terms of the
20 Settlement Agreement as all California citizens currently or formerly employed by Defendant as
21 a non-exempt employee in the State of California at any time from September 7, 2018 to
22 November 5, 2023.

23 4. All Class Members were given a full and fair opportunity to participate in the
24 approval hearing.

25 5. As of the date Defendant fully funds the Gross Settlement Amount and all
26 employer payroll taxes, Named Plaintiff and Participating Class Members shall release
27 Defendant and each of its former and present directors, officers, shareholders, owners, members,
28 attorneys, insurers, predecessors, successors, assigns subsidiaries and affiliates, managers, and

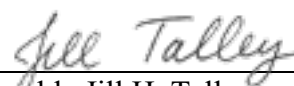
1 supervisors (the "Released Parties") from all claims that were alleged, or reasonably could have
2 been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained
3 in the course of the Action.. Participating Class Members do not release any other claims,
4 including claims for vested benefits, wrongful termination, violation of the Fair Employment
5 and Housing Act, unemployment insurance, disability, social security, workers' compensation,
6 or claims based on facts occurring outside the Class Period. In addition, all Participating Class
7 Members and Non-Participating Class Members who worked for Defendant from September 7,
8 2021 to November 5, 2023 are deemed to release, on behalf of themselves and their respective
9 former and present representatives, agents, attorneys, heirs, administrators, successors, and
10 assigns, the Released Parties from all claims for PAGA penalties that were alleged, or
11 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
12 Complaint, and the PAGA Notice and ascertained in the course of the Action.

13 6. This Judgment is intended to be a final disposition in its entirety of the above
14 captioned action. Without affecting the finality of this judgment in any way, the Court retains
15 jurisdiction of all matters relating to the interpretation, administration, implementation,
16 effectuation, and enforcement of the Settlement pursuant to C.C.P. § 664.6.

17 7. The Court hereby enters final judgment in accordance with the terms of the
18 Settlement Agreement and the Order Granting Final Approval of Class Action Settlement
19 entered on 12/20/2024.

20 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

21
22 DATED: 12/20/2024

23 
Honorable Jill H. Talley
24 JUDGE OF THE SUPERIOR COURT

