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

JOHN BERNARDINO, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

CALIFORNIA CASCADE BUILDING
MATERIALS, INC., a Delaware corporation;
and DOES 1 through 100, inclusive,

Defendant.

Case No.: 34-2022-00331516 (Lead Case)
Consolidated Case No.: 34-2022-
00331632

Honorable Lauri A. Damrell
Department 22

CLASS ACTION

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

Hearing Date: December 5, 2025
Hearing Time: 9:00 a.m.
Department: 22

Complaint Filed: December 16, 2022
FAC Filed: July 14, 2023
Trial Date: None Set

JOHN BERNARDINO, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

CALIFORNIA CASCADE BUILDING
MATERIALS, INC., a Delaware corporation;
and DOES 1 through 100, inclusive,

Defendant.

1 This matter has come before the Honorable Lauri A. Damrell, in Department 22 of the
2 above-entitled Court, located at 720 9th Street, Sacramento, California 95814, on December 5,
3 2025 at 9:00 a.m., on Plaintiff John Bernardino’s (“Plaintiff”) Motion for Final Approval of
4 Class Action and PAGA Settlement, Attorneys’ Fees and Costs, and Enhancement Award
5 (“Motion for Final Approval”). Lawyers *for* Justice, PC, appeared on behalf of Plaintiff and the
6 Class, and the Dorsey & Whitney LLP appeared as counsel for Defendant California Cascade
7 Building Material (“Defendant”).

8 On June 26, 2025, the Court entered the Order Granting Preliminary Approval of Class
9 Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving
10 the settlement of the above-entitled actions in accordance with the Joint Stipulation of Class
11 Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”), which,
12 together with the exhibits annexed thereto, set forth the terms and conditions for settlement of the
13 Actions.

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

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

- 17 1. The Motion for Final Approval is granted in its entirety.
- 18 2. This Final Approval Order and Judgment incorporates by reference the
19 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized
20 terms used, but not defined, herein shall have the same meanings as in the Settlement
21 Agreement and Preliminary Approval Order.
- 22 3. Unless otherwise specified, all citations and references to the Private Attorneys
23 General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) are to the version
24 of that statute prior to the recent amendment effective July 1, 2024; the amended statute does
25 not apply to the above-captioned action and the Settlement pursuant to California Labor Code §
26 2699, subd. (v), as amended, because the notice to the Labor and Workforce Development
27 Agency (“LWDA”) was filed prior to June 19, 2024.

1 4. This Court has jurisdiction over the Class Members as it pertains to the Actions
2 and the claims asserted in the Actions, the Court also has jurisdiction over all parties to the
3 Actions as it pertains to the Actions and the claims asserted in the Actions.

4 5. The Court finds that the applicable requirements of California Code of Civil
5 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with
6 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
7 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
8 The Class is hereby defined to include: all current and former hourly-paid or non-exempt
9 employees who worked for Defendant within the State of California at any time during the
10 period from December 16, 2018 through February 20, 2025 (“Class” or “Class Members”).

11 6. The aggrieved employees for purposes of the PAGA Settlement are hereby
12 defined to consist of the following individuals: all current and former hourly-paid or non-
13 exempt employees who worked for Defendant within the State of California during the period
14 from October 6, 2021 through February 20, 2025 (“PAGA Employees”).

15 7. The Court finds that the Court-approved Notice of Class Action Settlement
16 (“Class Notice”) that was provided to the Class Members, fully and accurately informed the
17 Class Members of all material elements of the Settlement, of their opportunity to participate in
18 the Settlement, object to or comment on the Class Settlement, or to seek exclusion from the
19 Class Settlement; the Class Notice was the best notice practicable under the circumstances; was
20 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
21 State of California, the United States Constitution, due process and other applicable law. The
22 Class Notice fairly and adequately described the Settlement and provided the Class Members
23 with adequate instructions and a variety of means to obtain additional information.

24 8. Pursuant to California law, the Court hereby grants final approval to the
25 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the
26 Class as a whole. More specifically, the Court finds that the Settlement was reached following
27 meaningful formal and informal discovery and investigation conducted by Lawyers *for* Justice,
28 PC (“Class Counsel”), and that the Settlement is the result of serious, informed, adversarial, and

1 arms-length negotiations between the parties. In so finding, the Court has considered all of the
2 evidence presented, including evidence regarding the strength of Plaintiff's claims; the risk,
3 expense, and complexity of pursuing the claims presented; the likely duration of further
4 litigation; the amount offered in the Settlement; the extent of investigation and discovery
5 completed; and the experience and views of Class Counsel. The Court finds that the Settlement,
6 including the monetary allocations and payments, appear within the range of reasonableness,
7 and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced
8 against the probable outcome of further litigation relating to certification, liability, and damages
9 issues. The Court has further considered the absence of any objections by Settlement Class
10 Members to the Class Settlement submitted by Class Members. Accordingly, the Court hereby
11 directs that the Settlement be affected in accordance with the Settlement Agreement and the
12 following terms and conditions.

13 9. A full opportunity has been afforded to the Class Members to participate in the
14 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
15 been heard. The Class Members also have had a full and fair opportunity to exclude themselves
16 from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class
17 Members who did not submit a timely and valid Request for Exclusion from the Class
18 Settlement ("Settlement Class Members"), are bound by the Class Settlement and by this Final
19 Approval Order and Judgment, and thereby, as of the Effective Date and full funding of the
20 increased Total Settlement Amount, shall waive, release, and discharge the Released Parties,
21 and each of them, from the Released Class Claims.

22 10. The Court finds that Plaintiff has satisfied the prerequisites under PAGA,
23 including, and not limited to, providing the LWDA and Defendant with notice of the specific
24 provisions of the California Labor Code alleged to have been violated, including, and not
25 limited to, the facts and theories to support the alleged violations, in conformity with California
26 Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been
27 submitted to the LWDA in conformity with California Labor Code § 2699(l)(2). Pursuant to
28 California Labor Code § 2699(l)(2), the Court has also considered and reviewed the PAGA

1 Settlement and the allocation of \$50,000.00 toward civil penalties under the California Private
2 Attorneys General Act of 2004 (“PAGA Amount”), and the Court finds that they are fair,
3 reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute
4 the PAGA Amount as follows: the amount of \$37,500.00 to the LWDA (“LWDA Payment”),
5 and the amount of \$12,500.00 to the PAGA Employees (“PAGA Employee Amount”), in
6 accordance with the terms and methodology set forth in the Agreement.

7 11. The Court determines that Plaintiff, the State of California (with respect to
8 PAGA Employees), and all PAGA Employees are bound by the PAGA Settlement and this
9 Final Approval Order and Judgment, and thereby, as of the Effective Date, shall waive, release,
10 and discharge the Released Parties, and each of them, from the Released PAGA Claims.

11 12. The Court hereby directs that the Settlement be affected in accordance with the
12 Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth
13 herein.

14 13. The Court finds that payment of Settlement Administration Costs in the amount
15 of \$7,500.00 to Phoenix Settlement Administrators (“Phoenix” or “Settlement Administrator”),
16 is appropriate for the services performed and costs incurred and to be incurred for the notice and
17 settlement administration process, and is hereby approved. It is hereby ordered that the
18 Settlement Administrator shall issue payment to itself in the amount of \$7,500.00, in accordance
19 with the terms and methodology set forth in the Settlement Agreement.

20 14. The Court finds that the Enhancement Award in the amount of \$7,500.00 to
21 Plaintiff is fair and reasonable, and hereby approved. It is hereby ordered that the Settlement
22 Administrator issue payment in the amount of \$7,500.00 to Plaintiff for his Enhancement
23 Award, according to the terms set forth in the Settlement Agreement.

24 15. The Court finds that attorneys’ fees in the amount of \$166,774.14 to Class
25 Counsel falls within the range of reasonableness and that the results achieved justify the award
26 sought, and is hereby approved. It is hereby ordered that the Settlement Administrator issue
27 payment in the amount of \$166,774.14 to Class Counsel for attorneys’ fees, in accordance with
28 the terms and methodology set forth in the Settlement Agreement.

1 16. The Court finds that reimbursement of litigation costs and expenses in the
2 amount of \$24,164.32 to Class Counsel is reasonable, and hereby approved. It is hereby ordered
3 that the Settlement Administrator issue payment in the amount of \$24,164.32 to Class Counsel
4 for reimbursement of litigation costs and expenses, in accordance with the terms and
5 methodology set forth in the Settlement Agreement.

6 17. It is hereby ordered that within thirty (30) calendar days of the Effective Date,
7 Defendant will deposit the Total Settlement Amount, (i.e., \$476,497.55), plus an amount
8 sufficient to pay the Employer Taxes, with the Settlement Administrator.

9 18. Within seven (7) calendar days after the funding of the Total Settlement Amount,
10 the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class
11 Members, Individual PAGA Payments to PAGA Employees, the LWDA Payment to the
12 LWDA, Enhancement Award to Plaintiff, Attorneys' Fees and Costs to Class Counsel and
13 Settlement Administration Costs to itself.

14 19. Each check issued to a Settlement Class Member and/or PAGA Employee for his
15 or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid for a
16 period of one hundred eighty (180) calendar days from the date of issuance of the check, and
17 after this time period, the check(s) shall be cancelled. The funds associated with checks issued
18 to Settlement Class Members and PAGA Employees that have not been cashed or deposited
19 within the 180-day period shall be transmitted to River City Food Bank at 1800 28th Street
20 Sacramento, California, pursuant to California Code of Civil Procedure Section 384. All
21 Settlement Class Members shall be bound by the terms and conditions of the Class Settlement
22 regardless of whether or not they cash or otherwise negotiate their Individual Settlement
23 Payment checks.

24 20. After entry of this Final Approval Order and Judgment, pursuant to California
25 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
26 implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final
27 Approval Order and Judgment, to hear and resolve any contested challenge to a claim for
28

1 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
2 with the distribution of settlement benefits.

3 21. Individualized notice of this Final Approval Order and Judgment is not required.
4 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on
5 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the
6 date of entry of this Final Approval Order and Judgment.

7 22. A Final Compliance Hearing is set for _____ at
8 _____ a.m./p.m. in Department 22. Class Counsel shall submit the Settlement
9 Administrator's accounting report regarding the status of the funding and disbursement of the
10 Settlement at least five (5) court days prior to the Final Compliance Hearing.

11 **IT IS SO ORDERED.**

12
13 DATE: _____

The Honorable Lauri A. Damrell
Judge of the Superior Court