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Attorneys for Plaintiffs RANDY LLOYD and EDDIE ALVARADO and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

RANDY LLOYD, an individual; EDDIE
ALVARADO, an individual; on behalf of
themselves and all others similarly situated and
the general public,

Plaintiffs,

v.

BERRY ROOFING, INC., a California
corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. CVRI2300461

[Assigned For All Purposes To the Hon.
Harold W. Hopp, Dept. 1]

**REVISED [PROPOSED] ORDER AND
JUDGMENT FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND
FOR ATTORNEYS' FEES AND COSTS**

Date: July 18, 2024

Time: 8:30 a.m.

Dept: 1

1 The Motion for Final Approval of Class Action Settlement (“Motion”) came before this
2 Court on July 18, 2024, at 8:30 a.m., in Department 1 of the Riverside Superior Court located
3 at 4050 Main Street, Riverside, California 92501. Plaintiffs Randy Lloyd and Eddie Alvarado
4 (collectively “Plaintiffs”) appeared through their attorneys of record. Defendant Berry Roofing,
5 Inc. (“Defendant”) appeared through its attorneys of record.

6 The Court, having considered the Class Action and PAGA Settlement Agreement, and
7 Amendment to Class Action and PAGA Settlement Agreement (hereafter, “Settlement
8 Agreement”), attached collectively as Exhibit 1 to the Declaration of Aaron Bartz in Support
9 of Plaintiff’s Motion for Final Approval of Class Action Settlement and having considered the
10 Motion for Final Approval of Class Action Settlement (“Motion”), and having considered the
11 respective points and authorities and declarations submitted by the parties in support of the
12 Motions; and good cause appearing, HEREBY ORDERS, DECREES AND ADJUDGES AS
13 FOLLOWS:

14 1. This Judgment Granting Final Approval of Class Action Settlement
15 incorporates by reference the definitions set forth in the Settlement Agreement, attached as
16 Exhibit “1” to the Declaration of Aaron A. Bartz filed with the Motion on June 13, 2024, and
17 all terms used herein shall have the same meanings as set forth in the Settlement Agreement.

18 2. The Court hereby approves the terms set forth in the Settlement Agreement and
19 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and in
20 the best interests of the Class, and directs the Parties to effectuate the Settlement Agreement
21 according to its terms. The Court has jurisdiction over the subject matter of this proceeding
22 and over all Parties to this proceeding, including Class Members.

23 3. This Court certifies a Settlement Class under California Code of Civil
24 Procedure section 382 for purposes of settlement only based on the reasons set forth in this
25 Judgment, and defined as follows:

26 All current and former employees who worked in California for
27 Defendant between January 30, 2019 and December 31, 2023.

28 4. Each member of the Settlement Class will release Defendant and the other

Released Parties pursuant to the terms of the Settlement Agreement. Plaintiffs also release the Released Parties pursuant to the terms of the Settlement Agreement.

5. The distribution of the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, Request for Exclusion Form and Objection Form (“Class Notice”) to the Class as set forth in the Settlement Agreement has been completed in conformity with the Preliminary Approval Order. The Class Notice provided adequate notice of the proceedings and about the case, including the proposed settlement terms as set forth in the Settlement Agreement. The Class Notice fully satisfied due process requirements. The Class Notice was sent via U.S. Mail to all persons entitled to such notice and to all Class Members who could be identified through reasonable effort. As executed, the Class Notice was the best notice practicable under the circumstances. Class Members were afforded the opportunity to exclude themselves or object to the settlement. No Class Member objected to the settlement, and no class members excluded themselves from the settlement.

6. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arms-length negotiations. Consummation of the settlement in accordance with the terms and provisions of the Settlement Agreement is therefore approved.

7. The Settlement Agreement is not an admission by Defendant, nor is this Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Judgment, the Settlement Agreement, or any document referred to herein, or any action taken to carry out the Settlement Agreement, shall be construed or deemed to be an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

8. The Gross Settlement Amount is \$225,000. The Gross Settlement Amount shall represent the total consideration to be paid by Defendant in connection with this settlement, except that Defendant shall also pay the employer’s share of payroll taxes pursuant to the Settlement Agreement. Defendant shall have no further liability for costs, expenses, interest, taxes, attorneys’ fees, or for any other charge, expense, or liability, except as provided in the Settlement Agreement.

9. The Court hereby confirms that named Plaintiffs Randy Lloyd and Eddie

Alvarado are approved as Class Representatives, and awards incentive payments as follows: \$7,500 to Randy Lloyd and \$7,500 to Eddie Alvarado. The payments of the Class Representative enhancement awards shall be made in accordance with the terms of the Settlement Agreement.

10. The Court hereby approves the following as Class Counsel: Aaron Bartz of Bartz Law Group APC, and Walter Haines of United Employees Law Group PC. The Court further awards Class Counsel the amount of \$75,000 in attorneys' fees as follows:

Bartz Law Group APC - \$56,250;

United Employees Law Group PC - \$18,750

Bartz Law Group APC shall also be awarded costs in the amount of \$8,414. The attorneys' fees and costs authorized by this paragraph shall be paid in accordance with the terms of the Settlement Agreement.

11. The Court further approves the payment of \$6,043.17 to Phoenix Class Action Administration Solutions for the fees and costs of administering the settlement as set forth in the Settlement Agreement. The payment authorized by this paragraph shall be paid in accordance with the terms of the Settlement Agreement.

12. The Administrator shall promptly calculate and mail the checks to those Class Members who have not opted out and cause to be paid attorneys' fees, taxes, costs, and enhancements as approved by the Court and in accordance with the terms of the Settlement Agreement. The envelope transmitting the settlement distribution to a class member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." A Class Member must cash his or her Settlement Share check within 180 calendar days after it is mailed to him or her. The Administrator shall mail a reminder postcard to any class member whose settlement distribution check has not been negotiated within 60 days after the date of mailing. If (i) any of the class members are current employees of the Defendant, (ii) the distribution mailed to those employees is returned to the Administrator as being undeliverable, and (iii) the Administrator is unable to locate a valid mailing address, the

1 Administrator shall arrange with the Defendant to have those distributions delivered to the
2 employees at their place of employment. If the check remains uncashed by the expiration of
3 the 180-day period, the Administrator shall redistribute, on a pro rata basis, the funds to those
4 class members who have cashed their checks.

5 13. The Court hereby grants approval of the portion of the Settlement Agreement
6 resolving Plaintiffs' PAGA Claims, including the settlement and release of the PAGA Claims
7 from November 22, 2021 through December 31, 2023, as defined in the Settlement Agreement,
8 and the payment of Ten Thousand Dollars (\$10,000) from the Gross Settlement Amount to
9 resolve the PAGA claims ("PAGA Penalties"), of which Seven Thousand Five Hundred
10 Dollars (\$7,500) (75% of the PAGA Penalties) will be distributed to the Labor Workforce and
11 Development Agency (LWDA), with the remaining portion – Two Thousand Five Hundred
12 Dollars (\$2,500) (25% of the PAGA Penalties) – going to Aggrieved Employees. Aggrieved
13 Employees shall be paid their portion of the Two Thousand Five Hundred Dollars (\$2,500) on
14 a pro rata basis, based on their proportionate pay periods worked for Defendant from November
15 22, 2021 through December 31, 2023. The payment to each Aggrieved Employee shall be
16 made in the form of a check to be mailed to each of them pursuant to the Settlement Agreement.
17 The payment to the LWDA shall be made in the form of a check to be mailed to the LWDA
18 pursuant to the Settlement Agreement.

19 14. The Parties agree that, upon final approval of the settlement, the Court shall enter
20 Judgment on the terms set forth herein. The Court shall have continuing jurisdiction over the
21 construction, interpretation, implementation and enforcement of the Settlement Agreement
22 according to its terms, and over the administration and distribution of the settlement proceeds.

23 15. The Administrator shall post a copy of this Judgment on its website within 10
24 days of its entry by the Court, pursuant to California Rule of Court 3.771(b).

25 16. This Judgment shall be entered pursuant to the Settlement Agreement and is
26 intended to effectuate the settlement as more fully described in the Settlement Agreement. In
27 the event that the settlement does not become effective in accordance with the terms of the
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1 Settlement Agreement, then this Judgment shall be rendered null and void to the extent
2 provided by and in accordance with the Settlement Agreement and shall be vacated.

3 17. A Final Accounting is set for April 10, 2025 at 8:30 a.m. in Department 1 of the
4 above-referenced Court, and five court days prior to the hearing, the parties shall file and serve
5 a compliance report.

6 **IT IS SO ORDERED, ADJUDGED AND DECREED.**
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9 Dated: _____
10 Judge of the Superior Court
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