

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Bradford Smith (SBN 345879)
bradford.smith@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
3055 Wilshire Boulevard, 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

FILED
Superior Court of California,
County of Madera
05/20/2025
Adrienne Calip / Clerk of Court
By: Isabel Rodriguez, Deputy Clerk

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

CHANTHA SVAY, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

CERTAINTEED, LLC, a limited liability
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. MCV093066

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Michael J.
Jurkovich, Dept. 44]

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

FINAL APPROVAL HEARING

Date: May 20, 2025

Time: 8:30 a.m.

Dept.: 411B

Complaint filed: September 30, 2024

Trial date: Not set

1 On or around January 16, 2025, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiff Chantha Svay ("Plaintiff") now seeks an
3 order granting final approval of the Joint Stipulation Re: Class Action Settlement ("Settlement" or
4 "Settlement Agreement"). The Settlement Agreement is attached to the Declaration of Benjamin H.
5 Haber in Support of Plaintiff's Motion for Final Approval of Class Action Settlement as **Exhibit 1**.

6 Due and adequate notice having been given to the Class, and the Court having reviewed and
7 considered the Settlement, Plaintiff's Notice of Motion and Motion for Final Approval of Class
8 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
9 had herein, and the absence of any written objections received regarding the Settlement, and having
10 reviewed the record in this action, and good cause appearing therefor,

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

12 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
13 Settlement filed in this case.

14 2. The Court has jurisdiction over all claims asserted in the action, Plaintiff, the
15 Settlement Class Members, PAGA Group Members, and Defendant CertainTeed, LLC
16 ("Defendant," and together with Plaintiff, the "Parties").

17 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
18 reasonable and therefore meets the requirements for final approval. The Court grants final approval
19 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
20 Agreement, attached to the Declaration of Benjamin H. Haber in Support of Plaintiff's Motion for
21 Final Approval of Class Action Settlement as **Exhibit 1**.

22 4. The Court finds that the Settlement appears to have been made and entered into in
23 good faith and hereby approves the Settlement subject to the limitations on the requested fees and
24 enhancement as set forth below.

25 5. Plaintiff, all Eligible Class Members, and PAGA Group Members shall have, by
26 operation of this Final Order and Judgment, fully, finally, and forever released, relinquished, and
27 discharged Defendant from all Released Claims as defined in the Settlement.

28 ///

1 6. The Parties shall bear their own respective attorneys' fees and costs, except as
2 otherwise provided for in the Settlement and approved by the Court.

3 7. Solely for purposes of effectuating the Settlement, the Court finally certified the
4 following Class: "all current and former non-exempt employees employed by Defendant in
5 California during the Class Period of August 6, 2018 through May 30, 2024."

6 8. The Court finds that, for purposes of this settlement, PAGA Group Members are
7 all current and former non-exempt employees employed in California at any time between
8 February 13, 2022 through May 30, 2024.

9 9. No Class Member has objected to the terms of the Settlement.

10 10. Class member Vernon Bartley has timely opted out of the Settlement.

~~10 10. No Class Member has requested exclusion from the Settlement.~~

11 11. The Notice provided to the Class conforms with the requirements of California Rules
12 of Court, Rules 3.766 and 3.769, California Code of Civil Procedure section 382, California Civil
13 Code section 1781, the California and United States Constitutions, the Court's order granting
14 preliminary approval, and any other applicable law. The Class Notice constituted the best notice
15 practicable under the circumstances, by providing individual notice to all Class Members who could
16 be identified through reasonable effort, and by providing due and adequate notice of the proceedings
17 and of the matters set forth therein to the Class Members. The Notice fully satisfies the requirements
18 of due process.

19 12. The Court finds that the Labor & Workforce Development Agency ("LWDA")
20 has been provided timely and adequate notice of the proceedings in this matter and has made no
21 objections to the proceedings or to the Settlement of this matter

22 13. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
23 methodology used to calculate and pay each Eligible Class Members' and PAGA Group Member's
24 Net Settlement Payment are fair and reasonable and authorizes the Settlement Administrator to pay
25 the Net Settlement Payments to the Eligible Class Members and PAGA Group Members in
26 accordance with the terms of the Settlement.

27 14. Defendant shall pay a total of \$1,950,000.00 to resolve this litigation and to separately
28 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

1 15. From the Gross Settlement Amount, \$50,000 shall be allocated to the resolve the
2 PAGA Group Members' claims with 75%, or \$37,500.00 paid to the State of California Labor and
3 Workforce Development Agency and the remaining 25%, or \$12,500 paid pro rata to the PAGA
4 Group Members.

5 16. From the Gross Settlement Amount, \$10,000.00 shall be paid to Plaintiff Chantha
6 Svay, for his services as a class representative and for his agreement to release claims.

7 17. From the Gross Settlement Amount, \$12,750.00 shall be paid to the Settlement
8 Administrator, CPT Group, Inc. ("CPT").

9 18. The Court hereby confirms Benjamin H. Haber and Daniel J. Kramer of Wilshire Law
10 Firm, PLC as Class Counsel.

11 19. From the Gross Settlement Amount, Class Counsel is awarded \$682,500.00 for their
12 reasonable attorneys' fees and \$34,370.78 for their reasonable costs incurred in the action. The fees
13 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
14 the fees are reasonable in light of the benefit provided to the Class.

15 20. Neither this Settlement Agreement nor this Order is an admission by Defendant
16 or a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this
17 Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to
18 carry out the Settlement Agreement, may be construed as, or may be used as, an admission of
19 any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or
20 any of the other released parties.

21 21. Defendant shall fund the Settlement, and the Settlement Administrator will
22 distribute settlement payments, pursuant to the procedures described in the Settlement
23 Agreement. The Court approves and orders funding of the settlement in compliance with the
24 terms of the settlement agreement, including the payment and disbursement schedule.

25 22. Defendant shall have no further liability for costs, expenses, interest, attorneys'
26 fees, or for any other charge, expense, or liability, except as provided in the Settlement
27 Agreement.

28 23. This Judgment is intended to be a final disposition of the above-captioned action

1 in its entirety and is intended to be immediately appealable. Pursuant to California Rule of Court
2 3.769(g), the Court grants final approval of the Settlement Agreement and declares, that the
3 Settlement Agreement binding on Plaintiffs all Class Members, and all PAGA Group Members.,
4 all of whom will release the Released Parties from the released claims as set forth by the
5 approved settlement agreement.

6 24. Without affecting the finality of this Order in any way, this Court retains
7 continuing jurisdiction over the implementation, interpretation, and enforcement of the
8 Settlement with respect to all Parties to this action, and their counsel of record.

9 25. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
10 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

11 26. The Court hereby enters Judgment in the case, which will be res judicata as to the
12 released claims of Plaintiff, Class Members, and PAGA Group Members.

13 27. Compliance hearing set for 11-12-2025 at 8:30 a.m. room 411B. - remote hearing.

14 **IT IS SO ORDERED.**

15
16 DATE: 05/20/2025



17 Hon. Michael J. Jurkovich
18 Madera County Superior Court

19 The electronic signature and seal on
20 this document have the same validity
21 and legal force and effect as an original
22 signature and court seal. California
23 Government Code §68150(g).

Svay v. Certainteed, LLC, et al.
MCV093066

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

Evan R. Moses (SBN 198099)
Evan.Moses@ogletreedeakins.com
 Melis Atalay (SBN 301373)
melis.atalay@ogletree.com
 Daniel Rojas (SBN 326115)
daniel.rojas@ogletreedeakins.com
OGLETREE DEAKINS, NASH, SMOAK, & STEWART
 400 South Hope Street, Suite 1200
 Los Angeles, CA 90071
 Telephone: (213) 239-9805

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

Executed on April 28, 2025, at Los Angeles, California.


Rebecca Padilla