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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SAN DIEGO**

12 ELISEO DE LA TORRE, JOSE NORIEGA,
13 NICASIO ANDRADE, and MARIO CASTRO,
14 individually and on behalf of all similarly-
situated employees,

15 Plaintiffs,

16 v.

17 and

18 UNIQUE BUILDING GROUP, INC., and DOES
19 1 through 100, inclusive,

20 Defendants.
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Case No.: 37-2023- 00011128-CU-OT-CTL

Assigned for All Purposes to:
Hon. Matthew C. Braner
Dept. C-60

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES
AND COSTS, AND JUDGMENT
THEREON**

Date: November 8, 2024
Time: 9:00 a.m.
Department: C-60

1 The Court, having read the papers filed with regard to Plaintiffs’ motion for final
2 approval of a class action settlement and request for attorney’s fees and costs, and having
3 heard argument on the motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement, attached as Exhibit 1 to the
7 Declaration of Brandon Brouillette (filed on or about May 2, 2024) (the “Settlement
8 Agreement”), is the product of arms-length negotiations between the parties and the terms of
9 the Settlement Agreement are fair, reasonable, adequate, and in the best interests of the
10 Settlement Class. The Settlement Agreement therefore is finally approved, and its terms
11 incorporated herein. The Court orders the parties to the Settlement Agreement to perform
12 forthwith their respective duties and obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its May
14 24, 2024 Order Granting Preliminary Approval, hereby is certified under California Code of
15 Civil Procedure Section 382 for purposes of settlement only. The Settlement Class includes
16 all non-exempt hourly employees, including Plaintiffs, who worked for Defendant Unique Building
17 Group, Inc. (“UBG”) in California during the Class Period of March 16, 2019 through March 15,
18 2024.

19 4. The Court adjudges Plaintiffs and the Participating Class Members, on behalf of
20 themselves and their respective former and present representatives, agents, attorneys, heirs,
21 administrators, successors, and assigns, release the Released Parties (as defined in the Settlement
22 Agreement) from (i) all claims that were alleged, or reasonably could have been alleged, based on
23 the facts stated in the Operative Complaint, including, claims for (1) Unpaid Minimum Wages, Cal.
24 Labor Code §§ 1194, 1194.2, 1197, and Industrial Welfare Commission (“IWC”) Wage Order 16,
25 (2) Unpaid Overtime, Cal. Labor Code §§ 510 and 1194, and Wage Order 16, (3) Failure to
26 Provide Meal Breaks or properly calculate and pay meal break premiums, Cal. Labor Code §§
27 226.7 and 512, and Wage Order 16, (4) Failure to Provide Rest Breaks or properly calculate and
28 pay rest break premiums, Cal. Labor Code § 226.7, and Wage Order 16, (5) Failure to Provide

1 Accurate, Itemized Wage Statements, Cal. Labor Code § 226, and Wage Order 16, and (6) Failure
2 to Pay Expense Reimbursements, Cal. Lab. Code § 2802, and Wage Order 16, and (7) Unfair
3 Business Practices, Cal. Bus. & Prof. Code § 17200 during the Class Period. Participating Class
4 Members' only release these claims for the duration of the Class Period. Except as set forth in
5 Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other
6 claims, including claims for vested benefits, wrongful termination, violation of the Fair
7 Employment and Housing Act, unemployment insurance, disability, social security, workers'
8 compensation, or claims based on facts occurring outside the Class Period.

9 5. The Court further adjudges all Aggrieved Employees, on behalf of themselves
10 and their respective former and present representatives, agents, attorneys, heirs,
11 administrators, successors, and assigns, to have released the Released Parties from any and all
12 claims for civil penalties under the Private Attorney General Act of 2004 (codified at Labor Code
13 §2699, et seq.) that were alleged, or that reasonably could have been alleged based on the facts and
14 allegations set forth, within the Complaint and/or Plaintiffs' March 20, 2023 notice to the LWDA,
15 including, but not limited to: i) failure to maintain accurate records (Cal. Lab. Code § 1174); ii)
16 failure to produce personnel records upon request ((Cal. Lab. Code §§ 226, et seq., 432 et seq., and
17 1198.5 et seq.); iii) statutory wage violations ((Cal. Lab. Code § 223); iv) failure to make payments
18 (Cal. Lab. Code § 216); v) violations of labor condition standards (Cal. Lab. Code § 1198, 1199);
19 vi) unlawful deductions (Cal. Lab. Code §§ 221-224); vii) reporting time pay violations (Industrial
20 Welfare Commission, Wage Order 16-2001, §5); viii) seating violations (Wage Order 16-2001,
21 §12); ix) sick leave violations (Cal. Lab. Code §§ 233-248.5); x) failure to pay all vested paid
22 vacation time off (Cal. Lab. Code § 227.3); xi) unlawful inquiries into salary history (Cal. Lab.
23 Code § 432, et seq.); and, xii) unlawful inquiries into criminal background (Cal. Lab. Code § 432,
24 et seq.)

25 6. One Class Member – Michael A. Valenzano – submitted a timely and valid
26 request to be excluded from the Settlement. This individual is therefore excluded from the
27 Class and is not bound by the Settlement Agreement or this Order and Judgment, except as to
28 the release of claims under PAGA.

1 7. The Settlement Administrator is ordered to distribute to the participating Class
2 Members their respective individual settlement payments from the Net Settlement Amount as
3 provided in the Settlement Agreement. Funds attributable to uncashed checks that remain
4 after the check void date shall be forwarded to the California State Controller's Unclaimed
5 Property Fund. No funds shall revert to Defendant.

6 8. The Court further orders that the Class Members be provided with notice of this
7 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall
8 post a copy of this Order and Judgment on its website for sixty (60) days.

9 9. The Court approves an award of attorney's fees to Class Counsel's in the
10 amount of \$233,333.33, and an award of costs and expenses in the amount of \$15,569.46.
11 Such amounts shall be paid as provided in the Settlement Agreement.

12 10. The Court approves service awards to Plaintiffs and Class Representatives
13 Eliseo De La Torre, Jose Noriega, Nicasio Andrade, and Mario Castro in the amount of
14 \$10,000.00 each. Such amounts shall be paid as provided in the Settlement Agreement.

15 11. The Settlement Agreement provides the Settlement Administrator, Phoenix
16 Settlement Administrators, shall be paid from the Gross Settlement Amount and, as set forth
17 in the Declaration of Taylor Mitzner, the Settlement Administrator is owed \$12,500.00 for
18 services rendered and to be rendered in administering the settlement. The Court therefore
19 orders that Phoenix be paid the amount of \$12,500.00 from the Gross Settlement Amount
20 consistent with the terms of the Settlement Agreement.

21 12. The Court further approves \$60,000.00 for resolution of Plaintiffs' claims under
22 the Private Attorney's General Act, and finds that settlement of the Plaintiffs' PAGA claims is
23 fair, reasonable and adequate, and satisfies the purposes underlying PAGA. The Settlement
24 Administrator is ordered to distribute to the California Labor & Workforce Development
25 Agency and the Aggrieved Employees their respective settlement payments from PAGA
26 Penalties as provided under PAGA and in the Settlement Agreement.

27 13. A non-appearance case review is set for November 7, 2025, at 9:00 a.m., in
28 Department C-60 of the San Diego County Superior Court. The parties are ordered to file a

1 joint compliance report no later than ten (10) calendar days before the compliance hearing.

2 14. Under California Rule of Court 3.769(h), without affecting the finality of this
3 Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and
4 enforcement of the Settlement Agreement pursuant to further orders of this Court until the
5 final judgment contemplated becomes effective and each and every act agreed to be performed
6 by the parties has been performed under the terms of the Settlement Agreement; (2) any other
7 action necessary to conclude this settlement and to implement the Settlement Agreement; and
8 (3) the enforcement, construction, and interpretation of the Settlement Agreement.

9 15. Neither this Order and Judgment nor the Settlement Agreement upon which it is
10 based are an admission or concession by any party of any fault, omission, liability or
11 wrongdoing. This Order is not a finding of the validity or invalidity of any claims in this
12 action or a determination of any wrongdoing by any party. The final approval of the parties'
13 settlement will not constitute any opinion, position or determination of this Court as to the
14 merits of the claims or defenses of any party.

15 16. Judgment is hereby entered as follows: Plaintiffs Eliseo De La Torre, Jose
16 Noriega, Nicasio Andrade, and Mario Castro, and the Participating Class Members, consisting
17 of all non-exempt hourly employees, including Plaintiffs, who worked for UBG in California
18 during the Class Period of March 16, 2019 through March 15, 2024., who have not otherwise
19 opted out, shall take nothing from Defendants, except as set forth in the Settlement
20 Agreement.

21 17. The Court shall retain jurisdiction over the parties to interpret, implement and
22 enforce this Judgment.

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24 Dated: _____

Judge of the Superior Court