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CRISTINA CORDERO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

CRISTINA CORDERO, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

OLDCASTLE APG, INC., a Delaware
corporation; OLDCASTLE APG WEST,
INC., a Colorado corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: CIVSB2308695

*[Assigned for All Purposes to Hon. Christian
Townes, Dept. S-26]*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

Date: January 6, 2025
Time: 8:30 a.m.
Dept.: S-26

1 This matter came on regularly for hearing before this Court on January 6, 2025, pursuant to
2 California Rule of Court 3.769 and this Court's July 29, 2024 Order Granting Preliminary Approval of
3 Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Stipulation of
4 Class Action and PAGA Settlement (herein "Settlement")¹ and the documents and evidence presented
5 in support thereof, and recognizing the disputed factual and legal issues involved in this case, the risks
6 of further prosecution and the substantial benefits to be received by the Settlement Class pursuant to the
7 Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and
8 adequate, and is the product of good faith, arm's-length negotiations between the parties. Good cause
9 appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action
10 Settlement and ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
13 as:

14 All current and former non-exempt, hourly employees of Defendants Oldcastle
15 APG, Inc. and Oldcastle APG West, Inc. who worked in California at any time
between April 17, 2019 and July 29, 2024.

16 2. The Class Period is April 17, 2019 through July 29, 2024.

17 3. Plaintiff Cristina Cordero is hereby confirmed as Class Representative, and Scott M.
18 Lidman and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC are
19 hereby confirmed as Class Counsel.

20 4. Notice was provided to the Settlement Class as set forth in the Settlement. The form and
21 manner of notice were approved by the Court on July 29, 2024, and the notice process has been
22 completed in conformity with the Court's Order. The Court finds that said notice was the best notice
23 practicable under the circumstances. The Notice Packet (which consists of the Notice of Pendency of
24 Class Action and Proposed Settlement and Notice of Individual Settlement Award) provided due and
25 adequate notice of the proceedings and matters set forth therein, informed Settlement Class members of
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28 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to
them in the Settlement.

1 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),
2 California Rule of Court 3.769, and due process.

3 5. The Court finds that no Settlement Class member objected to the Settlement, no class
4 members have opted out of the Settlement, and that the 100% participation rate in the Settlement
5 supports final approval.

6 6. The Court hereby approves the settlement as set forth in the Settlement Agreement as
7 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according
8 to its terms.

9 7. For purposes of settlement only, the Court finds that (a) the members of the Settlement
10 Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are
11 questions of law or fact common to the Settlement Class, and there is a well-defined community of
12 interest among members of the Settlement Class with respect to the subject matter of the litigation; (c)
13 the claims of the Class Representative are typical of the claims of the members of the Settlement Class;
14 (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class
15 members; (e) a class action is superior to other available methods for an efficient adjudication of this
16 controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the
17 Settlement Class.

18 8. The Court finds that given the absence of objections to the Settlement, and objections
19 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

20 9. The Court orders that Defendants deposit the Gross Settlement Amount of \$1,009,000.00
21 with Phoenix Settlement Administrator, the Settlement Administrator, as provided for in the Settlement.
22 Specifically, Defendants agree to deposit the Gross Settlement Amount with the Settlement
23 Administrator within thirty (30) calendar days after the “Effective Date” which is defined as the latter
24 of: (a) the Court's final approval of the settlement if no objections by or on behalf of Settlement Class
25 members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal
26 has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

1 10. Any funds payable to Settlement Class members whose checks were not cashed within
2 180 days after mailing will escheat to the California Secretary of State- Unclaimed Property Fund under
3 the unclaimed property laws in the name of the Settlement Class member. Any uncashed funds from the
4 PAGA Amount shall be handled in the same manner.

5 11. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
6 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
7 in conformity with the terms of the Settlement.

8 12. The Court finds that an incentive payment in the amount of \$7,500.00 for Plaintiff
9 Cristina Cordero is appropriate for her risks undertaken and service to the Settlement Class. The Court
10 finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make
11 this payment in conformity with the terms of the Settlement.

12 13. The Court finds that attorneys' fees in the amount of \$336,336.33 and litigation costs of
13 \$19,712.78 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
14 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

15 14. The Court orders that the Settlement Administrator shall be paid \$10,000.00 from the
16 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and
17 finds that sum appropriate.

18 15. The Court finds that the payment to the California Labor & Workforce Development
19 Agency ("LWDA") in the amount of \$37,500.00 for its share of the settlement of Plaintiff's
20 representative action under the California Labor Code Private Attorneys General Act ("PAGA") is fair,
21 reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the
22 LWDA in conformity with the terms of the Settlement.

23 16. For purposes of calculating applicable taxes and withholdings, each Settlement Award
24 shall be allocated as follows: 33% as wages; and 67% as penalties and interest.

25 17. The Court finds and determines that upon satisfaction of all obligations under the
26 Settlement and this Order, all Settlement Class Members, will be bound by the Settlement, will have
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1 released the Released Claims as set forth in the Settlement, and will be permanently barred from
2 prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

3 18. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
4 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any
5 document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
6 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

7 18. The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order,
8 and the Judgment entered in connection with the Settlement.

9 19. The Settlement Administrator shall file a declaration regarding the disbursement of
10 Settlement funds on or before September 30, 2025.

11 **IT IS SO ORDERED.**

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13 Dated: _____, 2025

14 Honorable Christian Towns
15 Judge of the Superior Court
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