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Attorneys for Plaintiff SEBASTIAN NICOLAS,
individually and on behalf of others similarly situated

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

SEBASTIAN NICOLAS, individually and on
behalf of others similarly situated,

Plaintiffs,

vs.

MASTERCRAFT PAINTING, INC. and DOES
1 through 50,

Defendants.

CASE NO.: 23CV001218

CLASS ACTION

Assigned For All Purposes To:
Judge: Hon. Jill Talley
Dept.: 23

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND
JUDGMENT THEREON**

Final Approval Hearing:
Date: July 12, 2024
Time: 9:00 a.m.
Dept.: 23

Complaint Filed: May 8, 2023

1 Plaintiff Sebastian Nicolas (“Plaintiff”) and Defendant Mastercraft Painting, Inc.
2 (“Defendant”) (collectively the “Parties”) have reached a class action settlement, which includes a
3 settlement of alleged claims for civil penalties under the Labor Code Private Attorneys General
4 Act (“PAGA”), upon the terms and conditions set forth in the Settlement Agreement
5 (“Agreement”), a copy of which was submitted on December 20, 2023 as Exhibit 1 to the
6 Declaration of Justian Jusuf in Support of Plaintiff’s motion for preliminary approval of the
7 Settlement.

8 On March 8, 2024, the Court granted Plaintiff’s motion for preliminary approval of the
9 class action and PAGA settlement, and scheduled a final approval hearing for July 12, 2024.

10 On June 12, 2024, Plaintiff has filed a motion for final approval of the Settlement.

11 After considering all submissions and arguments presented, IT IS HEREBY ORDERED,
12 ADJUGED AND DECREED:

13 1. The Court hereby GRANTS final approval of the class action settlement upon the
14 terms and conditions set forth in the Agreement.

15 2. The Court hereby certifies a Class, for settlement purposes, defined as follows:

16 **Any and all persons who have been employed by Mastercraft Painting, Inc. as**
17 **non-exempt employees in California at any time during the Class Period, i.e.,**
from May 8, 2019 to March 31, 2023.

18 3. The Court hereby appoints Plaintiff Sebastian Nicolas as Class Representative for
19 settlement purposes.

20 4. The Court hereby appoints Justian Jusuf of the Law Office of Justian Jusuf, APC
21 and Sahag Majarian II of the Majarian Law Group, APC as Class Counsel for settlement purposes.

22 5. The Court hereby approves the terms of the Settlement, and finds that the
23 settlement is, in all respects, fair, adequate and reasonable. In making this finding, the Court
24 considered the nature of the claims and the risks inherent in such claims, the monetary benefit
25 available to the Class Members, Defendant’s potential liability, and the fact that a settlement
26 represents a compromise of the Parties’ respective positions rather than the result of a finding of
27 liability at trial. The Court further finds that the terms of the Agreement have no obvious
28 deficiencies and do not improperly grant preferential treatment to Plaintiff, or any member of the

1 Class. Therefore, the Court finds that the Settlement was entered into in good faith.

2 6. The Court finds that the Settlement has been reached as a result of intensive,
3 serious and non-collusive, arms-length negotiations. The Court further finds that the Parties have
4 conducted extensive investigation and research and counsel for the Parties are able to reasonably
5 evaluate their respective positions. The Court also finds that settlement at this time will avoid
6 additional substantial costs, as well as avoid the delay and risks that would be presented by the
7 further prosecution of the Action. The Court has noted the significant benefits to the Class
8 Members under the Settlement.

9 7. The distribution of the Notice of Settlement as set forth in the Agreement has been
10 completed in conformity with the order granting preliminary approval of the Settlement. The
11 Notice of Settlement provided adequate notice of the proceedings and about the case, including the
12 proposed settlement terms as set forth in the Agreement. The Notice of Settlement fully satisfied
13 due process requirements. The Notice of Class Settlement was sent via U.S. Mail to all persons
14 entitled to such notice and to all Class Members and Aggrieved Employees who could be
15 identified through reasonable effort. As executed, the Notice of Settlement was the best notice
16 practicable under the circumstances.

17 8. All Class Members who did not opt out of the Settlement and all Aggrieved
18 Employees shall be bound by the releases provided in the Agreement and the Notice of Settlement.
19 As set forth in the Agreement and in the Notice, the Released Claims include: Any and all claims
20 asserted in the Complaint (filed May 8, 2023), as amended in the operative First Amended
21 Complaint (filed August 15, 2023) arising during the Class Period and PAGA Period based on the
22 facts alleged therein, including claims for alleged failure to pay at least the minimum wage for all
23 hours worked, failure to provide meal periods, failure to provide rest periods, failure to provide
24 accurate wage statements, and failure to reimburse work-related expenses, in alleged violations of
25 California Labor Code sections 200, 203, 226, 226.7, 510, 1182.12, 1194, 1197, and 2805, and the
26 applicable provisions of Wage Order 16. The Released Claims also include the derivative claims
27 restitution under Business and Professions Code section 17200, et seq., and for civil penalties
28 under Labor Code Private Attorneys General Act (“PAGA”), Labor Code section 2698, et seq.

1 arising during the PAGA Period, based on the alleged Labor Code violations. As provided in the
2 Agreement, Released Parties include Defendant Mastercraft Painting, Inc. and each of its
3 predecessors in interest, successors in interest, shareholders, directors, officers, managers,
4 employees, and agents.

5 9. The Court hereby approves payment in the sum of \$7,000.00 (Seven Thousand
6 Dollars and Zero Cents), to be paid out of the Settlement Fund, in settlement of PAGA penalties,
7 75% of which (\$5,250.00) shall be paid to the Labor and Workforce Development Agency
8 (“LWDA”), and the remaining 25% (\$1,750.00) shall be paid to Aggrieved Employees,
9 proportionally based on the number of Pay Periods they worked during the PAGA Period, as
10 provided in the Agreement.

11 10. The Court hereby approves an Enhancement Award in the amount of \$5,000.00
12 (Five Thousand Dollars and Zero Cents) to Plaintiff/Class Representatives, Sebastian Nicolas, to
13 be paid out of the Settlement Fund, for his services to the Class and taking the risks of bringing the
14 Action as a class action.

15 11. The Court hereby approves Phoenix Settlement Administrators having served as
16 the Settlement Administrator and approves its fees and costs in the amount of \$6,500.00 (Six
17 Thousand Five Hundred Dollars and Zero Cents), to be paid out of the Settlement Fund.

18 12. The Court hereby approves an award of reasonable attorneys’ fees to Class Counsel
19 in the amount of \$28,333.33 (Twenty-Eight Thousand Three Hundred Thirty-Three Dollars and
20 Thirty-Three Cents), which is one-third (33.33%) of the Settlement Fund, to be paid out of the
21 Settlement Fund. The Court hereby approves an award of costs reimbursement to Class Counsel
22 in the amount of \$4,187.35 (Four Thousand One Hundred Eighty-Seven Dollars and Thirty-Five
23 Cents), to be paid out of the Settlement Fund. Defendant does not oppose these amounts. The
24 Court finds that these amounts are fair and reasonable under the circumstances both under the
25 common fund approach and the lodestar approach.

26 13. The Court hereby orders the Parties to implement the terms of the Agreement, and
27 directs the Settlement Administrator to implement the terms of the Settlement, including
28 disbursing the funds pursuant to the terms of the Settlement and consistent with this Order and

1 Judgment.

2 14. Any settlement checks that remain uncashed after the expiration of the check
3 cashing period shall be transmitted to the California State Controller's Office, to be placed in its
4 Unclaimed Property funds.

5 15. This Judgment is intended to be a final disposition of this action in its entirety, and
6 is intended to be immediately appealable.

7 16. Pursuant to Rule 3.769(h) of the California Rules of Court and Code of Civil
8 Procedure section 664.6, the Court retains jurisdiction over the Parties to enforce the terms of the
9 Settlement and this Judgment.

10 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

11 Dated: _____
12 _____
13 Hon. Jill Talley
14 Judge of the Superior Court
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