

1. A judgment, decree, or order was entered in this action on *(date)*: October 21, 2025
 2. A copy of the judgment, decree, or order is attached to this notice.
- Exhibit 1 - Final Approval Order and Judgment**
Exhibit 2 - October 1, 2025 Minute Order re: Motion for Final Approval Hearing

Date: October 24, 2025

Helene Mayer

(TYPE OR PRINT NAME OF	☒	ATTORNEY	☐	PARTY WITHOUT ATTORNEY)
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Helene Mayer

(SIGNATURE)

PLAINTIFF/PETITIONER: Marcell Newhouse, et al.
 DEFENDANT/RESPONDENT: Owens Corning Insulating Systems, LLC, et al.

CASE NUMBER:
 22CV397048./Dept. 19

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
 b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: October 24, 2025

Bianca Balentine

(TYPE OR PRINT NAME OF DECLARANT)



Bianca Balentine

(SIGNATURE OF DECLARANT)

EXHIBIT 1

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
Helene Mayer (SBN 332975)
LAWYERS for JUSTICE, PC
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Attorneys for Plaintiffs and the Settlement Class

Filed
October 21, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
22CV397048
By: CRoman



**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

MARCELL NEWHOUSE, individually, and on
behalf of other members of the general public
similarly situated; and ABIGAIL CRISTOBAL,
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiffs,

v.

OWENS CORNING INSULATING
SYSTEMS, LLC, a Delaware limited liability
company; OWENS CORNING SALES, LLC, a
Delaware limited liability company; and DOES
1 through 100, inclusive,

Defendants.

Case No.: 22CV397048

Honorable Theodore C. Zayner
Department 19

CLASS ACTION

**[REVISED PROPOSED] FINAL
APPROVAL ORDER AND JUDGMENT**

Date: October 1, 2025
Time: 1:30 p.m.
Department: 19

Complaint Filed: April 9, 2022
FAC Filed: June 11, 2024
Trial Date: None Set

1 This matter has come before the Honorable Theodore C. Zayner, in Department 19 of
2 the above-entitled Court, located at 161 North First Street, San Jose, California 95113, on
3 October 1, 2025 at 1:30 p.m., on Plaintiffs Marcell Newhouse and Abigail Cristobal's (together,
4 the "Plaintiffs") Motion for Final Approval of Class Action and PAGA Settlement, Attorneys'
5 Fees and Costs, and Class Representative Enhancement Payments ("Motion for Final
6 Approval"). Lawyers *for* Justice, PC, appeared on behalf of Plaintiffs and the Settlement Class,
7 and Gibson, Dunn & Crutcher LLP appeared on behalf of Defendants Owens Corning
8 Insulating Systems, LLC and Owens Corning Sales, LLC (together, the "Defendants").

9 On April 23, 2025, the Court entered the Order Granting Preliminary Approval of Class
10 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
11 the settlement of the above-entitled action in accordance with the Class and PAGA Action
12 Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"),
13 which, together with the exhibits annexed thereto set forth the terms and conditions for
14 settlement of the Action.

15 Having reviewed the Settlement Agreement and duly considered the parties' papers and
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. The Motion for Final Approval is granted in its entirety.
19 2. This Final Approval Order and Judgment incorporates by reference the
20 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized
21 terms used, but not defined, herein shall have the same meanings as in the Settlement
22 Agreement and Preliminary Approval Order.

23 3. Unless otherwise specified, all citations and references to the PAGA statute that
24 are contained within this motion and supporting papers are to the former version of the PAGA
25 statute prior to the recent amendment effective July 1, 2024; the amended PAGA statute does
26 not apply to the above-captioned action and the Settlement pursuant to California Labor Code §
27 2699, subd. (v), as amended, because the above-captioned action was filed prior to June 19,
28 2024.

1 4. This Court has jurisdiction over the Settlement Class Members as it pertains to
2 the Action and the claims asserted in the Action, the Court also has jurisdiction over all parties
3 to the Action as it pertains to the Action and the claims asserted in the Action.

4 5. The Court finds that the applicable requirements of California Code of Civil
5 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with
6 respect to the Settlement Class and the Settlement. The Court hereby makes final its earlier
7 provisional certification of the Settlement Class for settlement purposes, as set forth in the
8 Preliminary Approval Order. The Settlement Class is hereby defined to include: all hourly-paid
9 or non-exempt employees of Owens Corning who were employed at Owens Corning's Santa
10 Clara, California facility during the Class Period ("Settlement Class" or "Settlement Class
11 Members").

12 6. The "PAGA Settlement Members" are hereby defined to consist of the following
13 individuals: all hourly-paid or non-exempt employees of Owens Corning who were employed at
14 Owens Corning's Santa Clara, California facility during the PAGA Period.

15 7. The Court finds that the Court-approved Notice of Pendency of Class Action,
16 Preliminary Approval of Settlement, and Hearing for Final Approval ("Notice Packet") that was
17 provided to the Settlement Class Members, fully and accurately informed the Settlement Class
18 Members of all material elements of the Settlement, of their opportunity to participate in the
19 Settlement, object to or comment on the Class Settlement, or to seek exclusion from the Class
20 Settlement; the Notice Packet was the best notice practicable under the circumstances; was
21 valid, due, and sufficient notice to all Settlement Class Members; and complied fully with the
22 laws of the State of California, the United States Constitution, due process and other applicable
23 law. The Notice Packet fairly and adequately described the Settlement and provided the
24 Settlement Class Members with adequate instructions and a variety of means to obtain
25 additional information.

26 8. Pursuant to California law, the Court hereby grants final approval to the
27 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the
28 Settlement Class as a whole. More specifically, the Court finds that the Settlement was reached

1 following meaningful formal and informal discovery and investigation conducted by Lawyers
2 *for* Justice, PC (“Class Counsel”), and that the Settlement is the result of serious, informed,
3 adversarial, and arms-length negotiations between the parties. In so finding, the Court has
4 considered all of the evidence presented, including evidence regarding the strength of Plaintiffs’
5 claims; the risk, expense, and complexity of pursuing the claims presented; the likely duration
6 of further litigation; the amount offered in the Settlement; the extent of investigation and
7 discovery completed; and the experience and views of Class Counsel. The Court finds that the
8 Settlement, including the monetary allocations and payments, appears within the range of
9 reasonableness, and that the monetary recovery to the Class is fair, adequate, and reasonable
10 when balanced against the probable outcome of further litigation relating to certification,
11 liability, and damages issues. The Court has further considered the absence of any objections to
12 the Class and PAGA Action Settlement submitted by Settlement Class Members. Accordingly,
13 the Court hereby directs that the Settlement be effected in accordance with the Settlement
14 Agreement and the following terms and conditions.

15 9. A full opportunity has been afforded to the Settlement Class Members to
16 participate in the Final Approval Hearing, and all Settlement Class Members and other persons
17 wishing to be heard have been heard. The Settlement Class Members also have had a full and
18 fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court
19 determines that Plaintiffs and all Settlement Class Members who did not submit a timely and
20 valid Request for Exclusion from the Class Settlement (“Participating Settlement Class
21 Members”), individually and on behalf of their respective successors, assigns, agents, attorneys,
22 executors, heirs and personal representatives, are bound by the Class Settlement and by this
23 Final Approval Order and Judgment, and thereby, as of the Effective Date and full funding of
24 the Gross Settlement Fund, shall fully and finally release and discharge the Released Parties,
25 and each of them, from the Released Class Claims.

26 10. The Court finds that Plaintiff Abigail Cristobal has satisfied the prerequisites
27 under the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.)
28 (“PAGA”), including, and not limited to, providing the California Labor and Workforce

1 Development Agency (“LWDA”) and Defendants with notice of the specific provisions of the
2 California Labor Code alleged to have been violated, including, and not limited to, the facts and
3 theories to support the alleged violations, in conformity with California Labor Code §
4 2699.3(a). The Court also finds that the Settlement Agreement has been submitted to the
5 LWDA in conformity with California Labor Code § 2699(1)(2). Pursuant to California Labor
6 Code § 2699(1)(2), the Court has also considered and reviewed the PAGA Settlement and the
7 allocation of \$100,000.00 toward civil penalties under the California Private Attorneys General
8 Act of 2004 ("PAGA Settlement Amount"), and the Court finds that they are fair, reasonable,
9 and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
10 Settlement Amount as follows: the amount of \$75,000.00 to the LWDA ("LWDA Payment"),
11 and the amount of \$25,000.00 to the PAGA Settlement Members, in accordance with the terms
12 and methodology set forth in the Agreement.

13 11. The Court determines that, Plaintiff Abigail Cristobal, the State of California
14 (with respect to PAGA Settlement Members), and all PAGA Settlement Members, individually
15 and on behalf of their respective successors, assigns, agents, attorneys, executors, heirs and
16 personal representatives, are bound by the PAGA Settlement and this Final Approval Order and
17 Judgment, and thereby, as of the Effective Date and full funding of the Gross Settlement Fund,
18 shall fully and finally release and discharge the Released Parties, and each of them, from the
19 Released PAGA Claims.

20 12. The Court hereby directs that the Settlement be affected in accordance with the
21 Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth
22 herein.

23 13. The Court finds that payment of Settlement Administration Costs in the amount
24 of \$7,750.00 to Phoenix Settlement Administrators (“Phoenix ” or “Settlement Administrator”)
25 is appropriate for the services performed and costs incurred and to be incurred for the notice and
26 settlement administration process, and is hereby approved. It is hereby ordered that the
27 Settlement Administrator shall issue payment to itself in the amount of \$7,750.00, in accordance
28 with the terms and methodology set forth in the Settlement Agreement.

1 14. The Court finds that the Class Representative Enhancement Payments in the
2 amount of \$7,500.00 to Plaintiff Marcell Newhouse and \$5,000.00 to Plaintiff Cristobal Abigail
3 Cristobal (totaling \$12,500.00) are fair and reasonable, and hereby approved. It is hereby
4 ordered that the Settlement Administrator issue payment in the amount of \$7,500.00 to Plaintiff
5 Marcell Newhouse and \$5,000.00 to Plaintiff Cristobal Abigail Cristobal for their Class
6 Representative Enhancement Payments, according to the terms set forth in the Settlement
7 Agreement.

8 15. The Court finds that attorneys' fees in the amount of \$490,000.00 to Class
9 Counsel fall within the range of reasonableness and that the results achieved justify the award
10 sought, and is hereby approved. It is hereby ordered that the Settlement Administrator issue
11 payment in the amount of \$490,000.00 to Class Counsel for attorneys' fees, in accordance with
12 the terms and methodology set forth in the Settlement Agreement.

13 16. The Court finds that reimbursement of litigation costs and expenses in the
14 amount of \$15,459.81 to Class Counsel is reasonable and hereby approved. It is hereby ordered
15 that the Settlement Administrator issue payment in the amount of \$15,459.81 to Class Counsel
16 for reimbursement of litigation costs and expenses, in accordance with the terms and
17 methodology set forth in the Settlement Agreement.

18 17. It is hereby ordered that within 30 calendar days after the Effective Date
19 ("Funding Date"), Defendants shall deposit the Gross Settlement Fund of \$1,400,000.00 and the
20 employer's share of payroll taxes and contributions with respect to the wage portion of
21 Individual Settlement Payments into an account established by the Settlement Administrator, in
22 accordance with the terms and methodology set forth in the Settlement Agreement.

23 18. It is hereby ordered that within 30 calendar days following the Funding Date, the
24 Settlement Administrator will issue payments due under the Settlement and approved by the
25 Court as follows: (a) Individual Settlement Payments to Participating Settlement Class
26 Members, (b) Individual PAGA Payment to PAGA Settlement Members, (c) LWDA Payment
27 to the LWDA, (d) Class Representative Enhancement Payments to Plaintiffs, (e) Attorneys' Fees
28 and Costs to Class Counsel, and (f) Settlement Administration Costs to the Settlement

1 Administrator, in accordance with terms and methodology set forth in the Settlement
2 Agreement.

3 19. Each check issued to a Participating Settlement Class Member and/or PAGA
4 Settlement Member for his or her Individual Settlement Payment and/or Individual PAGA
5 Payment shall be valid for a period of 180 calendar days from the date of issuance of the check,
6 and after this time period, the check(s) shall be cancelled. The funds associated with checks
7 issued to Participating Settlement Class Members and PAGA Settlement Members that have not
8 been cashed or deposited within the 180-day period shall be transmitted to Swords to
9 Plowshares as a *cy pres* recipient pursuant to California Code of Civil Procedure 384. All
10 Participating Settlement Class Members shall be bound by the terms and conditions of the Class
11 Settlement regardless of whether or not they cash or otherwise negotiate their Individual
12 Settlement Payment checks.

13 20. After entry of this Final Approval Order and Judgment, pursuant to California
14 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
15 implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final
16 Approval Order and Judgment, to hear and resolve any contested challenge to a claim for
17 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
18 with the distribution of settlement benefits.

19 21. Individualized notice of this Final Approval Order and Judgment is not required.
20 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on
21 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the
22 date of entry of this Final Approval Order and Judgment.

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22. A Final Compliance Hearing is set for June 3, 2026 at 2:30 a.m. in Department
19. Class Counsel shall submit the Settlement Administrator's accounting report regarding the
status of the funding and disbursement of the Settlement at least five (5) court days prior to the
Final Compliance Hearing.

IT IS SO ORDERED.

DATE: October 20, 2025



The Honorable Theodore C. Zayner
Judge of the Santa Clara County Superior
Court of California

EXHIBIT 2



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

MINUTE ORDER

Newhouse v. Owens Corning Insulating Systems, LLC, et al. (Class Action)

22CV397048

Date of Hearing: 10/01/2025

Hearing Start Time: 1:30 PM

Hearing Type: Motion: Final Fairness Hearing

Heard By: Zayner, Theodore C

Court Reporter:

Location: Department 19

Courtroom Clerk: Thomas Duarte

Court Interpreter:

Court Investigator:

Parties Present:

Future Hearings:

- Helene Mayer appears as counsel for Plaintiff.
Nasim Khansari appears as counsel for Defendant.

Tentative Ruling is contested by Plaintiff.

Matter is heard.

The Court modifies the Tentative ruling to grant the total amount to \$12,500.00. Counsel to submit proposed order after hearing with the proper amendments. The Tentative Ruling is adopted. See below.

Calendar Line 4

Case Name: Newhouse v. Owens Corning Insulating Systems, LLC, et al. (Class Action)

Case No.: 22CV397048

The above-entitled action comes on for hearing before the Honorable Theodore C. Zayner on October 1, 2025, at 1:30 p.m. in Department 19. The Court now issues its tentative ruling as follows:

I. Introduction

This is a putative class and representative action arising from alleged wage and hour violations. On April 19, 2022, plaintiff Marcell Newhouse began this action by filing a Complaint against defendants Owens Corning Insulating Systems, LLC, and Owens Corning Sales, LLC (collectively, "Defendants" or "Owens Corning"), asserting various causes of action based on Labor Code violations.

On June 11, 2024, plaintiffs Marcell Newhouse and Abigal Cristobal (collectively, "Plaintiffs") filed the operative First Amended Complaint, asserting causes of action for: (1) unpaid overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) final wages not timely paid; (6) wages not timely paid during employment; (7) non-compliant wage statements; (8) failure to keep requisite payroll records; (9) unreimbursed business expenses; (10) violation Business and Professions Code section 17200, et seq.; (11) violation of Labor Code section 2698, et seq. (Private Attorneys General Act ("PAGA")).

The parties have reached a settlement. On April 22, 2025, the Court issued an order



SUPERIOR COURT OF CALIFORNIA COUNTY OF SANTA CLARA

MINUTE ORDER

granting Plaintiffs' motion for preliminary approval of the settlement. Now before the Court is Plaintiffs' unopposed motion for final approval of the settlement.

II. Legal Standard

A. Class Action

Generally, "questions whether a [class action] settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." (Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 234-235 (Wershba),

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disapproved of on other grounds by Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260.)

In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

(Wershba, supra, 91 Cal.App.4th at pp. 244-245, internal citations and quotations omitted.)

In general, the most important factor is the strength of the plaintiffs' case on the merits, balanced against the amount offered in settlement. (See Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 130 (Kullar).) But the trial court is free to engage in a balancing and weighing of factors depending on the circumstances of each case. (Wershba, supra, 91 Cal.App.4th at p. 245.) The trial court must examine the "proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (Ibid., citation and internal quotation marks omitted.)

The burden is on the proponent of the settlement to show that it is fair and reasonable. However "a presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small."

(Wershba, supra, 91 Cal.App.4th at p. 245, citation omitted.)

B. PAGA

Labor Code section 2699, subdivision (s)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA. The court's review "ensur[es] that any negotiated resolution is fair to those affected." (Williams v. Superior Court (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-five percent for the aggrieved employees. (Iskanian v. CLS Transportation Los Angeles,

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LLC (2014) 59 Cal.4th 348, 380, overruled on other grounds by Viking River Cruises, Inc. v. Moriana (2022) 596 U.S. 639.)

Like its review of class action settlements, the Court must "determine independently whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor laws." (Moniz v. Adecco USA, Inc. (2021) 72



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Cal.App.5th 56, 76-77.) It must make this assessment "in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (Id. at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971 ["when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public"], quoting LWDA guidance discussed in *O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (O'Connor).)

The settlement must be reasonable considering the potential verdict value. (See *O'Connor*, supra, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].) But a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-cv-02198-EMC) 2016 WL 5907869, 2016 U.S. Dist. LEXIS 140759, at *20-24.)

III. Terms and Administration of Settlement

This case has been settled on behalf of the following class:

All hourly-paid or non-exempt employees of Owens Corning who were employed at Owens Corning's Santa Clara, California facility during the Class Period [April 19, 2018, through the date of preliminary approval]. ("Settlement Class" or "Settlement Class Members")

(Declaration of Helene Mayer, filed on September 12, 2024 ("Mayer Decl."), Ex. 1 ("Agreement"), II.6, 11.36.) The settlement also includes a subset PAGA class of Aggrieved Employees, defined as: "all hourly-paid or non-exempt employees of Owens Corning who were employed at Owen's Santa Clara, California facility during the PAGA Period [August 7, 2022, through the date of preliminary approval]." (Id. at 11.20, II.22.)

Defendant will pay a gross settlement amount of \$1,400,000. (Agreement, II.13.) This amount is subject to an escalator clause triggered should the actual number of workweeks

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exceed the currently estimated number by more than seven and one-half percent. (Id. at II.62.) The gross settlement amount includes attorney fees of up to one-third of the gross settlement amount (currently estimated to be \$490,000), litigation costs not to exceed \$60,000, a PAGA allocation of \$100,000 (75 percent of which will be paid to the LWDA and 25 percent of which will be paid to PAGA Employees as individual PAGA payments), service payments totaling up to \$15,000, and settlement administration costs estimated to be \$20,000. (Id. at II.2, II.7, II.21, II.34.)

The net settlement amount will be distributed to participating class members on a pro rata basis according to the number of workweeks they were employed by Defendant. (Agreement, II.14, II.23, III.46.) Individual PAGA payments will be distributed on a pro rata basis depending on the number of workweeks worked. (Id. at III.47.) The Agreement provides that Phoenix Class Action Administration Solutions ("Phoenix") will serve as the settlement administrator. (Id. at III.35.) The Agreement further provides that any funds from settlement checks remaining uncashed after the void date (180 days after mailing) will be transmitted to Swords to Plowshares as the cy pres beneficiary. (Id. at III.65.) The Court approves the cy pres designation.

In exchange for the settlement, the class members agree to release Defendant, and related entities and persons, from all claims based on the facts and legal theories asserted in the operative complaint, which arose during the Class Period. (Agreement, II.28, II.30, II.31.) PAGA members will be deemed to release all claims for PAGA civil penalties based on the facts and legal theories asserted in the operative complaint. (Id. at II.29-II.31.) The release



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provisions are based on and tailored to the factual allegations of the operative pleading. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538.)

In its order granting preliminary approval, the Court approved Phoenix as settlement administrator. On April 7, 2025, Defendant delivered class data to Phoenix. (Declaration of Mayra Gonzalez ("Gonzalez Decl."), 4.) On April 24, 2025, Phoenix mailed the class notice to the 506 class members on the class list. (Id. at 5.) The deadline to request an exclusion, submit a written objection, or submit a workweek dispute was June 8, 2025. As of the date of Ms. Gonzalez's declaration, August 21, 2025, Phoenix had received zero requests for

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exclusion, zero written objections, and zero workweek disputes. (Id. at 7-9.) Phoenix estimates the average settlement share will be approximately \$1,525.28. (Id. at 12.) The notice process has now been completed.

At preliminary approval, the court found the settlement to be fair and reasonable. Given that there are no objections, it finds no reason to deviate from that finding now. Accordingly, the court finds that the settlement is fair and reasonable for purposes of final approval.

IV. Enhancement Awards, Attorney Fees and Costs

Plaintiffs requests service awards of \$10,000 to Plaintiff Newhouse and \$5,000 to Plaintiff Cristobal, for a total of \$15,000.

The rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class. An incentive award is appropriate if it is necessary to induce an individual to participate in the suit. Criteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation.

These "incentive awards" to class representatives must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit.

(Cellphone Termination Fee Cases (2010) 186 Cal.App.4th 1380, 1394-1395, internal punctuation and citations omitted.) Incentive awards are particularly appropriate where a plaintiff undertakes a significant reputational risk in bringing an action against an employer. (*Covillo v. Specialty's Caf* (N.D. Cal. 2014) 2014 U.S. Dist. LEXIS 29837, at *29.)

Plaintiffs have submitted declarations describing their participation in this case, which has included communication with counsel and reviewing and gathering documents. Plaintiff Newhouse states he has spent at least 17 hours working on this case, and Plaintiff Cristobal states she has spent at least 16 hours working on this litigation. The Court finds that service awards are justified, but the amount requested by Plaintiff Newhouse is more than the Court typically awards in similar situations. Therefore, the Court approves service awards of \$5,000 each, for a total of \$10,000.

Plaintiffs' counsel seeks an attorney fee award of \$490,000 (35 percent of the gross settlement amount). (Motion, pp. 13-21; Declaration of Helen Mayer in support of final

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approval, filed September 8, 2025 ("Supp. Mayer Decl."), 10.) Plaintiffs' counsel asserts that a lodestar crosscheck is not required and that, even if it was, the requested fee award is justified under a lodestar analysis. (Supp. Mayer Decl., 12.) However, it does not appear that Plaintiff's counsel has set forth its asserted lodestar in the action. Counsel submits that the



SUPERIOR COURT OF CALIFORNIA COUNTY OF SANTA CLARA

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lawyers at Lawyers for Justice, P.C., have spent a total of 458.70 hours performing tasks and obtaining recovery in this matter and that the work performed and the background of Lawyers for Justice, P.C., "support a reasonable blended hourly rate of compensation of at least \$850 per hour" (Supp. Mayer Decl., 12-13 and Ex. 1.) Thus, as the Court understands it, Plaintiffs' counsel indirectly represents that Plaintiffs have incurred an amount of approximately \$389,895 in legal fees in connection with this action. This results in a multiplier of 1.2, which is within the range of multipliers that courts typically approve. (See Wershba, supra, 91 Cal.App.4th at p. 255 ["[m]ultipliers can range from 2 to 4 or even higher"]; Vizcaino v. Microsoft Corp. (9th Cir. 2002) 290 F.3d 1043, 1051, fn. 6 [stating that multipliers ranging from one to four are typical in common fund cases].)

The benefits achieved by the settlement justify an award of attorney fees to class counsel. The Court finds that the requested attorney fee award is reasonable as a percentage of the common fund and approves an attorney fee award in the requested amount.

Plaintiffs' counsel requests reimbursement of litigation costs in the amount of \$15,459.81 and presents an itemized list supporting that figure. (Motion, pp. 21-22; Supp. Mayer Decl., 19.) The Court finds the cost reimbursement request to be reasonable and therefore approves an award of litigation costs in the requested amount. The settlement administration costs are also approved in the requested amount of \$7,750. (See Gonzalez Decl., 15.)

V. Conclusion

The motion for final approval of the settlement is GRANTED.

Compliance hearing is set for June 3, 2026 at 2:30 p.m. in Department 19.

Plaintiff shall prepare the order in accordance with California Rules of Court, rule 3.1312

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On October 24, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action as follows:

Catherine A. Conway
Lauren Fischer
GIBSON, DUNN & CRUTCHER LLP
333 South Grand Avenue
Los Angeles, CA 90071-3197
Emails: cconway@gibsondunn.com; LFischer@gibsondunn.com

Attorneys for Defendants Owens Corning Insulating Systems, LLC, et al.

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 24, 2025, at Glendale, California.


Bianca Balentine