

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiffs Marcell Newhouse and Abigail Cristobal
2. Title of the proposed order:
[Proposed] Final Approval Order and Judgment
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Plaintiff's Motion for Final Approval of Class Action Settlement
 - b. Date and time: October 1, 2025 at 1:30 p.m.
 - c. Place: Santa Clara County Superior Court, Dept. 19
4. The proposed order was served on the other parties in the case.

(TYPE OR PRINT NAME)

Helene Mayer

(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

Marcell Newhouse, et al. v. Owens Corning Insulating Systems, LLC., et al.

CASE NUMBER:

22CV397048

PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER

1. I am at least 18 years old and **not a party to this action**.

a. My residence or business address is (*specify*):

PLEASE SEE SEPARATE PROOF OF SERVICE FILED CONCURRENTLY.

b. My electronic service address is (*specify*):

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

b. To (*electronic service address of person served*):

c. On (*date*):

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

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

Date: September 8, 2025

Isabel Yang

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
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Attorneys for Plaintiffs and the Settlement Class

**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

**[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 \$10,000.00 to Plaintiff Marcell Newhouse and \$5,000.00 to Plaintiff Cristobal Abigail
3 Cristobal (totaling \$15,000.00) are fair and reasonable, and hereby approved. It is hereby
4 ordered that the Settlement Administrator issue payment in the amount of \$10,000.00 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 _____
at _____ a.m./p.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: _____

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