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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE
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11 JONATHAN NAVA, individually, on a
12 representative basis, and on behalf of all
others similarly situated;

13 Plaintiff,

14 vs.
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16 TEMECULA VALLEY DRYWALL, INC.
17 a California Corporation; LORRY HALES,
18 an individual; DOUGLAS MISEMER, an
individual; and DOES 1 through 20,
inclusive;

19 Defendants.
20

Case No.: CVRI2400423
*[Assigned to Hon. Harold Hopp, Dept 1, for all
purposes]*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT**

Complaint filed: January 25, 2024

21 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
22 forth in the Class Action and PAGA Settlement Agreement and Release of Claims¹ (the
23 “Settlement Agreement”) came for hearing in Department 1 of the above-entitled court. The
24 Final Approval Motion was unopposed by Defendants Temecula Valley Drywall, Inc. (“TVDI”),
25 Lorry Hales and Douglas Misemer (collectively, “Defendants”). Having considered the Final
26 Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly
27

28 ¹ See Exhibit 1 to the Declaration of Brian Mankin in support of the Motion for Final Approval,
which was concurrently filed on June 20, 2025.

1 before the Court and having conducted an inquiry pursuant to California Rules of Court, rule
2 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good faith,
3 and the Settlement Agreement is approved. Due and adequate notice having been given to the
4 Class, and the Court having considered the Settlement Agreement, all papers filed and
5 proceedings had herein and all oral and written comments received regarding the proposed
6 settlement, and having reviewed the record in this Litigation, and good cause appearing,

7 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

8 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
9 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

10 2. The Court has jurisdiction over the subject matter over this Action, the Class
11 Representative, the Class Members, and Defendants. The Court finally appoints Plaintiff as Class
12 Representative, and further appoints Brian Mankin and Misty Lauby of Lauby Mankin Lauby
13 LLP as Class Counsel.

14 3. For purposes of effectuating this Order and Judgment, this Court has certified the
15 following class: “All current and former nonexempt (hourly paid) employees employed by
16 Defendant TVDI in California at any time during the Class Period of January 25, 2020, through
17 October 16, 2024.” The Court deems this definition sufficient for purposes of California Rules
18 of Court, rule 3.765(a).

19 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: “all
20 current and former nonexempt (hourly paid) employees employed by Defendant TVDI in
21 California who worked at least one pay period during the PAGA Period of January 25, 2023,
22 through October 16, 2024.”

23 5. The Court finds that the distribution of the Class Notice, Objection Form, Dispute
24 Form and Exclusion Form (collectively attached as Exhibit “B” to the Declaration of Jonathan
25 Paul filed on June 20, 2025), as provided for in the Order Granting Preliminary Approval for the
26 Settlement, constituted the best notice practicable under the circumstances to all Class Members
27 and fully met the requirements of California law and due process under the California and United
28 States Constitution. Based on evidence and other material submitted, the actual notice to the

1 class was adequate.

2 6. The Court finds that the instant Action presented a good faith dispute of the
3 claims alleged, and the Court finds in favor of settlement approval.

4 7. The Released Class Claims on behalf of the Participating Class Members
5 included:

6 The claims stated in the Complaint and those based solely upon the
7 facts in the Complaint, including: (1) failure to pay minimum wages,
8 (2) failure to pay overtime wages, (3) failure to provide meal periods
9 or to pay premium wages for missed meal periods , (4) failure to
10 provide rest breaks or to pay premium wages for missed rest periods,
11 (5) failure to reimburse business expenses, (6) failure to timely pay
12 final wages, (7) failure to provide accurate itemized wage statements,
13 and (8) unfair and unlawful competition under Business and
14 Professions Code §§ 17200 et seq.; as well as claims arising under
15 California Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6,
16 226, 226.3, 226.7, 256, 510, 512, 558, 1194, 1194.2, 1197, 1197.1,
17 1198, 1199, and 2802; and claims alleged under the applicable
18 California Industrial Welfare Commission Wage Order. The time
19 period governing the Released Class Claims shall be the Class
20 Period.

21 8. The Released PAGA Claims included:

22 All PAGA Claims that Plaintiff alleged against the Released Parties,
23 based on the facts stated in the relevant LWDA Notice Letter and
24 only to the extent that they are alleged in the Complaint, including
25 all PAGA claims seeking civil penalties premised upon: (1) failure
26 to pay minimum wages, (2) failure to pay overtime wages, (3) failure
27 to provide meal periods or to pay premium wages for missed meal
28 periods, (4) failure to provide rest breaks or to pay premium wages

1 for missed rest periods, (5) failure to reimburse business expenses,
2 (6) failure to timely pay wages each pay period, (7) failure to timely
3 pay wages upon separation of employment, (8) failure to provide
4 accurate itemized wage statements, and (9) all other claims for civil
5 penalties recoverable under the Private Attorneys General Act,
6 Labor Code §§ 2698 et seq. based on the facts or claims alleged in
7 the LWDA Notice Letter and Complaint, including claims that are
8 premised upon California Labor Code §§ 200, 201, 202, 203, 204,
9 208, 210, 218.6, 226, 226.3, 226.7, 256, 510, 512, 558, 1194,
10 1194.2, 1197, 1197.1, 1198, 1199, and 2802. The time period
11 governing the Released PAGA Claims shall be any time during the
12 PAGA Period.

13 9. There were no Objections and no Requests for Exclusion from the Settlement.
14 Thus, all Participating Class Members are entitled to an Individual Class Payment pursuant to the
15 Settlement and this Judgment. Likewise, all Aggrieved Employees are entitled to an Individual
16 PAGA Payment, constituting a pro rata share of PAGA Penalties.

17 10. The Court approves the Settlement, as set forth in the Settlement Agreement and
18 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
19 Parties are directed to perform in accordance with the terms set forth in the Settlement
20 Agreement and this Order and Judgment.

21 11. The Parties are to bear their own costs, except as otherwise provided in the
22 Settlement Agreement and this Order and Judgment.

23 12. With respect to the Settlement Class and for purposes of approving this
24 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
25 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
26 fact common to the Class Members, and there is a well-defined community of interest among the
27 Class Members with respect to the subject matter of the Action; (c) the claims of Class
28 Representative are typical of the claims of the Class Members; (d) the Class Representative has

1 fairly and adequately protected the interests of the Class Members; (e) a class action is superior
2 to other available methods for an efficient adjudication of this controversy; and (f) the counsel of
3 record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the
4 Plaintiff in his individual and representative capacity and for the Class.

5 13. By this Order and Judgment, the Class Representative shall release, relinquish,
6 and discharge the Released Class Claims, as defined in the Settlement Agreement. Additionally,
7 by this Judgment, each of the Participating Class Members shall be deemed to have, and by
8 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
9 discharged all Released Class Claims.

10 14. By this Order and Judgment, Plaintiff and the State of California and its LWDA
11 shall fully, finally, and forever release, relinquish and discharge Defendants and the Released
12 Parties from all Released PAGA Claims, as defined in the Settlement Agreement. As to the
13 PAGA Released Claims, this Order and Judgment shall have preclusive effect, under the
14 doctrines of res judicata and collateral estoppel, and bind Plaintiff, the State of California and its
15 LWDA, and Aggrieved Employees, to the fullest extent permitted by applicable law. See *Arias*
16 *v. Superior Court*, 46 Cal.4th 969 (2009).

17 15. The Settlement is not an admission of wrongdoing or violation by Defendants or
18 any of the other Released Parties, nor is this Judgment a finding of the validity of any claims in
19 the Action or of any wrongdoing by Defendants or any of the other Released Parties. Neither
20 this Settlement Approval Order, the Settlement, or the Judgment nor any document referred to
21 herein, nor any action taken to carry out the Settlement are, may be construed as, or may be used
22 as an admission by or against Defendants or any of the other Released Parties of any fault,
23 wrongdoing, or liability whatsoever.

24 16. The Gross Settlement Amount to be paid under the Settlement Agreement is
25 \$475,000. From this amount, Class Counsel sought an award of attorney's fees of \$158,333.33,
26 litigation expenses of \$14,491.68, a Service Award of \$10,000 to Plaintiff and Class
27 Representative Jonathan Nava, Settlement Administrator Costs of \$8,300 to Xpand Legal, and
28 \$30,000 to PAGA Penalties (with 75% or \$22,500 to the LWDA and 25% or 7,500 to the

Aggrieved Employees. Defendant does not oppose these requests. The Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below from the Settlement Amount:

- A. \$158,333.33 to Class Counsel for attorneys' fees;
- B. \$14,491.68 to Class Counsel for costs/expenses;
- C. \$10,000 to Class Representative Jonathan Nava as a Service Award;
- D. \$8,300 to the Settlement Administrator, Xpand Legal;
- E. \$22,500 to the LWDA;
- F. \$7,500 to the Aggrieved Employees;
- G. After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

17. Defendants are directed to fund the Settlement Amount in accordance with the Settlement Agreement and the timeline set forth below. The Settlement Administrator is directed to calculate the Participating Class Member's Individual Settlement Payments from the Net Settlement Amount, as well as the Aggrieved Employees' Individual PAGA Payment, and issue all payments within in accordance with the Settlement Agreement and the timeline set forth below:

The date this Order is entered	The Effective Date occurs.
December 1, 2025	<u>Payment #1 Due:</u> Defendants are ordered to fund \$237,500, which is one-half of the Settlement Amount, plus Defendants' share of payroll taxes owed on Individual Class Payments), which shall be distributed in a manner that compensates Plaintiff, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Administrator for one-half (50%) of the Court-awarded amounts.

December 11, 2025	Administrator is directed to disburse Payment #1 in a manner that compensates Plaintiff, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Administrator for one-half (50%) of the Court-awarded amounts.
December 1, 2026	<u>Payment #2 Due:</u> Defendants are ordered to fund the remaining \$237,500, which is one-half the Settlement Amount, plus Defendants' share of payroll taxes owed on Individual Class Payments, which shall be distributed in a manner that compensates Plaintiff, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Administrator for the remaining one-half (50%) of the Court-awarded amounts.
December 11, 2026	Administrator is directed to disburse Payment #2 in a manner that compensates Plaintiff, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Administrator for the remaining one-half (50%) of the Court-awarded amounts.
June 9, 2027	180-day deadline for Participating Class Members and Aggrieved Employees to cash the settlement checks from Payment #2 after which any uncashed checks will be voided and forwarded to the State Controller, pursuant to the Settlement Agreement, this Order and applicable law.
August 10, 2027	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including the status of issuing any uncashed funds.
Date: _____, 2027 Time: 8:30 a.m.	Final Report Hearing re: status of funding.

18. In the event that Defendants fail to timely make any payment outlined above within 5 calendar days of the due date, Class Counsel shall send a "Notice of default" to Defense Counsel. Defendants will then have seven (7) calendar days after issuance of the notice of default to cure and bring all payments up to the current required amount due. If Defendants to timely cure the late payment, all remaining balances shall immediately become due and payable.

1 19. The envelope transmitting the settlement checks shall bear the notation “YOUR
2 CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” Concurrently with mailing the
3 settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement
4 Administrator shall include a Notice of Entry of Judgment to all Class Members either on a
5 postcard or as a detachable portion of the check for the Participating Class Members, noting the
6 following: “Please be advised that on [INSERT DATE] the Superior Court of California for the
7 County of Riverside entered Judgment in the case entitled *Nava v. Temecula Valley Drywall,*
8 *Inc., et. al.*, Case No. CVRI2400423, on behalf of the Participating Class Members (which
9 includes “All current and former nonexempt (hourly paid) employees employed by Defendant
10 TVDI in California at any time during the Class Period of January 25, 2020, through October 16,
11 2024.”).

12 20. Participating Class Members and Aggrieved Employees shall have 180 days to
13 negotiate the settlement check from the date of issuance by the Settlement Administrator. If a
14 check has not been cashed within 60 days after issuance, the Settlement Administrator shall mail
15 a reminder postcard within 10 days thereafter and provide the Participating Class Member with
16 the deadline to cash the check. If any check that is issued to a current employee of Defendant is
17 returned to the Settlement Administrator as undeliverable and the Settlement Administrator is
18 unable to locate a valid mailing address, then the Settlement Administrator shall arrange with the
19 Defendant to have the check(s) delivered to the Participating Class Member at their place of
20 employment. In the event that a Participating Class Members and/or Aggrieved Employees does
21 not negotiate his/her check within this time period, the check will be canceled. The value of the
22 unclaimed funds in the Settlement Administrator’s account as a result of a failure to timely cash
23 a settlement check shall be issued to the California State Controller in the name of the Class
24 Member and/or Aggrieved Employee.

25 21. This document shall constitute a Judgment for purposes of California Rule of
26 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
27 Class Representative, the Class Members, and Defendant for the purposes of supervising the
28 implementation, enforcement, construction, administration, and interpretation of the Settlement

1 Agreement and this Judgment.

2 IT IS SO ORDERED.

3 Dated: _____

4 Hon. Harold Hopp