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AUG 30 2021  
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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

AUG 26 2021

S. Salazar

Attorneys for Plaintiff Juan Plascencia Contreras

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF RIVERSIDE**

JUAN PLASCENCIA CONTRERAS,  
individually, and on behalf of all others similarly  
situated,

Plaintiff,

vs.

NPG, INC., a California corporation dba NPG  
ASPHALT; and DOES 1 through 10, inclusive,

Defendants.

Case No: RIC2000161

[Hon. Sunshine S. Sykes, Dept. 6]

CLASS ACTION

**AMENDED [~~PROPOSED~~] ORDER AND  
JUDGMENT GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND JUDGMENT**

[Filed with Declaration of Allen Feghali, ]

FINAL APPROVAL HEARING

Date: August 2, 2021

Time: 8:30 am

Dept.: 6

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 On March 26, 2021, this Court issued an Order Granting Preliminary Approval of Class  
3 Action Settlement. Plaintiff Juan Plascencia Contreras now seeks an order granting final  
4 approval of the JOINT STIPULATION OF CLASS ACTION SETTLEMENT (collectively the  
5 "Settlement"), attached as Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiff's  
6 Motion for Final Approval and attached as Exhibit A to the Declaration of Allen Feghali filed  
7 March 16, 2021.

8 Due and adequate notice having been given to the Settlement Class Members, as defined  
9 below, and the Court having considered Plaintiff's Notice of Motion and Motion for Final Approval of  
10 Class Action Settlement ("Motion"), the supporting declarations and exhibits thereto, all papers filed  
11 and proceedings had herein, and the absence of any written objections received regarding the proposed  
12 settlement, and having reviewed the record in the Action, and good cause appearing,

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

14 1. The Court, for purposes of this Final Order and Judgment, refers to all defined terms as  
15 set forth in the Settlement.

16 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the  
17 Settlement Class Members, and Defendant NPG, Inc. ("Defendant").

18 3. Solely for purposes of effectuating the settlement, the Court finally certified the  
19 following Class: All current and former non-exempt hourly employees of Defendant employed in  
20 California at any time from January 13, 2016, to September 27, 2020.

21 4. The Class Notice provided to the Settlement Class conforms with the requirements of  
22 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and  
23 United States Constitutions, and any other applicable law, and constitutes the best notice practicable  
24 under the circumstances, by providing individual notice to all Class Members who could be identified  
25 through reasonable effort, and by providing due and adequate notice of the proceedings and of the  
26 matters set forth therein to the other Settlement Class Members. The Class Notice fully satisfied the  
27 requirements of due process.

28 5. The Court finds the Settlement was entered into in good faith, that the settlement is fair,

1 reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for  
2 final approval of this class action settlement under California law, including the provisions of Code of  
3 Civil Procedure section 382 and Rule of Court 3.769.

4 6. No Final Settlement Class Members have objected to the terms of the Settlement.

5 7. No Settlement Class Members have requested exclusion from the Settlement Class. All  
6 other Settlement Class Members are Final Settlement Class Members and will be bound by the Final  
7 Approval Order and Judgment in the Action.

8 8. Class Members make the following release:

- 9 (a) **Identity of Released Parties.** The Class Members, other than those who file  
10 Exclusion (“opt-out”) Forms, will fully release Defendant, and each of its officers,  
11 directors, employees and agents (collectively “Releasees”).
- 12 (b) **Claims Released By Settlement Class Members.** As of the Effective Date, and  
13 upon payment of amounts set forth herein, and except as to such rights or claims as  
14 may be created by this Agreement, each and every Settlement Class Member, on  
15 behalf of himself or herself and his or her heirs and assigns, hereby releases  
16 Releasees from the following claims (“Released Claims”) for the entire Class  
17 Period: any and all claims stated in the Action, and those based upon the facts  
18 alleged in the complaint, including but not limited to state and/or federal wage and  
19 hour claims (including all claims under the California Labor Code and the Fair  
20 Labor Standards Act) for unpaid wages, minimum wage, overtime, off-the-clock  
21 work, meal periods, rest periods, wage statement violations, interest, penalties, and  
22 attorneys' fees, separation pay violations/waiting time penalties, withholding from  
23 wages and the related provisions of the Labor Code including but limited to Labor  
24 Code §§ 201-204, 218.6, 226, 226.3 , 226.7, 510, 512, 558, 1174, 1194, 1198, 2698  
25 et seq., and derivative claims for unfair business practices under California  
26 Business & Professions Code Sections 17200 et seq.

27 9. The Settlement is approved. Upon entry of this Final Approval Order and Judgment,  
28 compensation to the Final Settlement Class Members shall be implemented pursuant to the terms of the

1 Settlement.

2 10. Any envelope transmitting a settlement distribution to a Class Member shall bear the  
3 notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

4 11. The Settlement Administrator shall mail a reminder postcard to any Final Settlement  
5 Class Member whose settlement distribution check has not been negotiated within 60 days after the  
6 date of mailing.

7 12. The settlement distribution checks issued to Class Members shall be negotiable for a  
8 period of not less than 90 days and not more than 180 days. The Settlement, at ¶¶ 21-22., which  
9 satisfies this requirement, specifies that settlement distribution checks should be negotiable for a period  
10 of 180 days, and the Settlement Administrator is directed to comply with that provision.

11 13. If (i) any of the Final Settlement Class Member are current employees of the Defendant,  
12 (ii) the distribution mailed to those employees is returned to the Settlement Administrator as being  
13 undeliverable, and (iii) the Settlement Administrator is unable to locate a valid mailing address, the  
14 Settlement Administrator shall arrange with the Defendant to have those distributions delivered to the  
15 employees at their place of employment.

16 14. In addition to any recovery that the Named Plaintiff may receive under the Settlement  
17 as Final Settlement Class Members, and in recognition of the Named Plaintiff's efforts on behalf of the  
18 Settlement Class, the Court hereby approves the payment of an enhancement award to Named Plaintiff  
19 Juan Plascencia Contreras in the reasonable amount of \$5,000.

20 15. The Court hereby confirms Kane Moon, Allen Feghali, and Enzo Nabiev of Moon &  
21 Yang, APC as Class Counsel.

22 16. From the Gross Settlement Fund, Class Counsel is awarded \$40,000.00 for their  
23 reasonable attorneys' fees and \$12,384.33 for their reasonable costs incurred in the Action. The fees and  
24 costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees  
25 are reasonable in light of the benefit provided to the Class.

26 17. The Court approves and orders payment in the amount of \$5,000 to Phoenix Settlement  
27 Administrators for performance of its services as the Settlement Administrator, as set forth in the  
28 Notice to the Class.

1 18. The Court approves and orders payment in the amount of \$7,500.00 to the Labor and  
2 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys  
3 General Act of 2004 (Labor Code § 2698 *et seq.*).

4 19. Upon completion of administration of the Settlement, the Parties shall file a declaration  
5 stating that all amounts payable under the Settlement have been paid and that the terms of the  
6 Settlement have been completed. Class Counsel is further ordered to submit an amended judgment  
7 with respect to the amount of uncashed checks to the State of California's Unclaimed Property Fund in  
8 the names of the Settlement Class members who failed to cash their checks.

9 20. This Court shall retain jurisdiction with respect to all matters related to the  
10 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,  
11 or related to the subject matter of the Action, including but not limited to all matters related to the  
12 Settlement and the determination of all controversies relating thereto.

13 21. This "Judgment" is intended to be a final disposition of the Action in its entirety and is  
14 intended to be immediately appealable.

15 22. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give  
16 notice of this final Order and Judgment to all Settlement Class Members by posting the Order and  
17 Judgment for 90 days on the Settlement Administrator's website.

18 23. The Settlement Administer shall file a report in the form of a declaration stating: (i) the  
19 date the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average  
20 amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those  
21 uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the  
22 disposition of those unclaimed funds. This report shall be filed no later than twenty-one (21) days from  
23 the deadline to cash a settlement check.

24 /// 24. Final Accounting non-appearance  
25 /// hearing is set on May 12, 2022  
26 /// at 8:30am. Administrator's report  
27 shall be filed at least 10 days prior. AS  
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**IT IS SO ORDERED.**

Dated: 8/19/2021

  
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Hon. Sunshine S. Sykes  
RIVERSIDE COUNTY SUPERIOR COURT JUDGE