

1 Justin F. Marquez, Esq. (SBN 262417)
2 justin@wilshirelawfirm.com
3 Benjamin H. Haber, Esq. (SBN 315664)
4 benjamin@wilshirelawfirm.com
5 Arrash T. Fattahi (SBN 333676)
6 afattahi@wilshirelawfirm.com
7 **WILSHIRE LAW FIRM**
8 3055 Wilshire Blvd., 12th Floor
9 Los Angeles, California 90010
10 Telephone (213) 381-9988
11 Facsimile: (213) 381-9989

12 Attorneys for Plaintiff

Electronically Filed
8/11/2023
Superior Court of California
County of Stanislaus
Clerk of the Court
By: James Xiong, Deputy

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

MANUEL GARDUNO, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

NEW GENERATION FRAMING, INC., a
California corporation; GOLDEN STATE
CONSTRUCTION & FRAMING, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CV-21-000544

CLASS ACTION

[Assigned to: Hon. Sonny S. Sandhu, Dept. 24]

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

FINAL APPROVAL HEARING

Date: June 30, 2023

Time: 8:30 a.m.

Dept: 24

1 This matter coming before the Court on Plaintiff Manuel Garduno’s (“Plaintiff”) Motion
2 for Final Approval of Class Action Settlement (the “Final Approval Motion”), and after review
3 and consideration of the parties’ fully-executed Class Action and PAGA Settlement Agreement
4 and Class Notice (collectively, the “Settlement” or “Settlement Agreement”) and the papers in
5 support of the Final Approval Motion, due and adequate notice having been given to the Class,
6 and the Court having reviewed and considered the Settlement, all papers filed, the record,
7 proceedings in the above-entitled action (“Litigation” or “Action”), and all oral and written
8 comments received regarding the Settlement, and good cause appearing therefor,

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

10 1. Other than the defined terms set forth in this Order, the Court, for purposes of this
11 Order, adopts all defined terms as set forth in the Settlement filed in this case.

12 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, all
13 members of the Settlement Class, and Defendants New Generation Farming, Inc. and Golden State
14 Construction & Framing, Inc. (“Defendants”).

15 3. The Court finds that the Settlement appears to have been made and entered into in
16 good faith and hereby approves the settlement subject to the limitations on the requested fees and
17 enhancements as set forth below.

18 4. Plaintiff and all Participating Class Members shall have, by operation of this Final
19 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendants
20 and the Released Parties from all released claims as set forth in the Settlement.

21 5. Plaintiff, the State of California, and all Aggrieved Employees shall have, by
22 operation of this Final Order and Judgment, fully, finally, and forever released, relinquished, and
23 discharged Defendants and the Released Parties from all released PAGA claims as set forth in the
24 Settlement.

25 6. The Parties shall bear their own respective attorneys’ fees and costs, except as
26 otherwise provided for in the Settlement and approved by the Court.

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1 7. Solely for purposes of effectuating the settlement, the Court finally certified the
2 following Class: “All persons who worked for Defendant in California as an hourly-paid or non-
3 exempt employee during the Settlement Period.”

4 8. The Settlement Period is February 2, 2017 to January 6, 2022.

5 9. The PAGA Period is February 2, 2020 through January 6, 2022.

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

7 11. No Settlement Class Members have requested exclusion from the Settlement.

8 12. The Notice provided to the Class conforms with the requirements of California
9 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
10 by providing individual notice to all Class Members who could be identified through reasonable
11 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
12 therein to the Class Members. The Notice fully satisfies the requirements of due process.

13 13. The Court finds the Settlement Amount, the Net Settlement Amount, and the
14 methodology used to calculate and pay the Individual Class Payments to each Participating Class
15 Member are fair and reasonable and authorizes the Settlement Administrator to pay the Individual
16 Class Payments to the Participating Class Members in accordance with the terms of the Stipulation.

17 14. The Court approves the Settlement and finds that it is fair, reasonable, and adequate,
18 and worthy of final approval.

19 15. The Court also finds the PAGA Settlement is fair and reasonable, and that Plaintiff
20 provided notice of the proposed Settlement to the Labor and Workforce Development Agency
21 (LWDA) and will fully and adequately comply with the notice requirements of California Labor
22 Code section 2699(1). The Court hereby approves the PAGA Settlement.

23 16. Defendants shall pay the total of \$750,000.00 to resolve this litigation. No later than
24 ten (10) business days within the Court granting final approval of the Settlement, Defendants shall
25 deposit the first \$500,000.00 into an account established by the Settlement Administrator. No later
26 than four months after Defendants’ payment of the first installment, Defendants shall deposit the
27 remaining funds and Defendants’ share of the payroll taxed into the account established by the
28 Settlement Administrator. Thereafter, compensation to the Participating Class Members and

1 Aggrieved Employees shall be disbursed pursuant to the terms of the Settlement (i.e., within 14
2 calendar days of Defendants fully funding the Gross Settlement Amount).

3 (a) From the Settlement Amount, \$15,000.00 shall be paid to the California
4 Labor and Workforce Development Agency, representing approximately
5 75% of the penalties awarded under the terms of the Settlement Agreement
6 pursuant to the Labor Code Private Attorneys General Act of 2004,
7 California Labor Code section 2698, *et seq.*

8 (b) From the Settlement Amount, \$10,000.00 shall be paid to the named Plaintiff
9 for his service as class representative and for his agreement to release claims.

10 (c) From the Settlement Amount, \$11,750.00 shall be paid to the Settlement
11 Administrator, Phoenix Settlement Administrators.

12 17. Pursuant to the Settlement Agreement, for any checks to Participating Class
13 Members or Aggrieved Employees that remain uncashed after the void date, the Settlement
14 Administrator shall transmit those uncashed funds to California State Controller's Unclaimed
15 Property Fund in the name of the respective Participating Class Member or Aggrieved Employee.

16 18. The Court hereby confirms Justin F. Marquez, Benjamin H. Haber, and Arrash T.
17 Fattahi of Wilshire Law Firm, PLC as Class Counsel.

18 19. From the Settlement Amount, Class Counsel is awarded \$250,000.00 for their
19 reasonable attorneys' fees and \$14,934.39 for their reasonable costs incurred in the Action. The
20 fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds
21 that the fees are reasonable in light of the benefit provided to the Class.

22 20. Notice of entry of this Final Approval Order and Judgment shall be given to Class
23 Members by posting a copy of the Final Approval Order and Judgment on Phoenix Settlement
24 Administrator's website for a period of at least sixty (60) calendar days after the date of entry of
25 this Final Approval Order and Judgment.

26 21. Without affecting the finality of this Final Judgment in any way, this Court retains
27 continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement
28 with respect to all Parties to this action, and their counsel of record.

1 22. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
2 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

3 **IT IS SO ORDERED.**

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5 DATE: 8/11/2023



6 Hon. Sonny S. Sandhu
7 Judge of the Stanislaus County Superior Court

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PROOF OF SERVICE

Manuel Garduno v. New Generation Framing, Inc., et al.
CV-21-000544

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rpadilla@wilshirelawfirm.com.

On **August 10, 2023**, I served the foregoing **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND JUDGMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Shannon B. Nakabayashi (SBN 215469)
shannon.nakabayashi@jacksonlewis.com

Gonzalo Morales (SBN 334944)
gonzalo.morales@jacksonlewis.com

Belinda Vega
belinda.vega@jacksonlewis.com

Fatimah Sikin
fatimah.sikin@jacksonlewis.com

JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco, California 94111-4615
Telephone: (415) 394-9400
Facsimile: (415) 394-9401

Attorneys for Defendants

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed on **August 10, 2023**, at Los Angeles, California

Rebecca Padilla
Type or Print Name


Signature