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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 04 2024

BY 
JESSICA MORALES, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

Gilbert Gonzales, an individual,

Plaintiff,

vs.

LRB Millwork & Casework, Inc., a California
corporation; **Rene Alberto Bernhardt**, an
individual; and **Does 1-10**, inclusive,

Defendants.

CASE NO. CIVSB2204728

[Assigned to Honorable Jessica Morgan,
Department S-26]

CLASS ACTION

**[PROPOSED] ORDER FINALLY
APPROVING CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION AND
RELEASE OF CLASS ACTION**

Date: March 4, 2024 [Reserved]
Time: 8:30 a.m.
Dept.: S-26

1 **[PROPOSED] ORDER & JUDGMENT**

2 Plaintiff's Motion for Final Approval of the proposed settlement of this Action on the terms
3 set forth in the Joint Stipulation of Settlement and Release of Class Action (the "Settlement" or
4 "Stipulation") came on for hearing on March 4, 2024.

5 In conformity with California Rules of Court, rule 3.769, with due and adequate notice
6 having been given to Class Members (as defined in the Stipulation), and having considered the
7 supplemental declaration of the Settlement Administrator, Stipulation, all of the legal authorities
8 and documents submitted in support thereof, all papers filed and proceedings had herein, all oral
9 and written comments received regarding the Settlement, and having reviewed the record in this
10 litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement and
11 orders and makes the following findings and determinations and enters final judgment as follows:

12 1. All terms used in this order shall have the same meaning as used and/or defined in
13 the Parties' Stipulation and Plaintiff's Motion for Order Granting Final Approval of Class Action
14 Settlement. A copy of the Stipulation is attached to the Declaration of Elliot J. Siegel in Support of
15 Plaintiff's Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1** and is made a
16 part of this Order.¹

17 2. The Court has personal jurisdiction over the Parties to this litigation and subject
18 matter jurisdiction to approve the Settlement and all exhibits thereto.

19 3. The Court finally certifies the Class as defined in the Stipulation and as follows:

20 *"All current and former non-exempt, hourly employees of Defendants who worked at least*
21 *one shift in California from March 28, 2018, to the date of Preliminary Approval of this*
22 *Settlement, or September 27, 2023, whichever occurs first."*

23 4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the
24 California Rules of Court for the purpose of effectuating the Settlement.

25 5. The Court finds that an ascertainable class of 66 Participating Class Members exists
26 and a well-defined community of interest exists on the questions of law and fact involved because
27 in the context of the Settlement: (i) all related matters, predominate over any individual questions;

28 ¹ The Court previously granted preliminary approval of the Settlement on October 27, 2023

1 (ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in negotiating,
2 entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly and
3 adequately represented and protected the interest of the Class Members.

4 6. The Court finds that the Settlement has been reached as a result of informed and
5 non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted
6 extensive investigation and research, and their attorneys were able to reasonably evaluate their
7 respective positions.

8 7. The Court finds that the Settlement constitutes a fair, adequate, and reasonable
9 compromise of the Class's claims and will avoid additional and potentially substantial litigation
10 costs, as well as the delay and risks to the Parties if they were to continue to litigate the case. After
11 considering the monetary recovery provided as part of the Settlement, in light of the challenges
12 posed by continued litigation, the Court concludes that Class Counsel secured significant relief for
13 Class Members.

14 8. The Court hereby approves the terms set forth in the Settlement Agreement and
15 finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent and compliant
16 with all applicable requirements of the California Code of Civil Procedure, the California and
17 United States Constitutions, including the Due Process clauses, the California Rules of Court, and
18 any other applicable law, and in the best interests of each of the Parties and Class Members.

19 9. The Court is satisfied that CPT Group, Inc., which functioned as the Settlement
20 Administrator, completed the distribution of Class Notice to the Class in a manner that comports
21 with California Rule of Court 3.766. The Class Notice informed the prospective Class Members of
22 the Settlement terms, their right to do nothing and receive their settlement share, their right to
23 submit a request for exclusion, their rights to comment on or object to the Settlement, and their
24 right to appear at the Final Approval and Fairness Hearing and be heard regarding approval of the
25 Settlement. Adequate periods of time to respond and to act were provided by each of these
26 procedures. zero Class Member(s) filed written objections to the Settlement as part of this notice
27 process; zero Class Member(s) filed a written statement of intention to appear at the Final Approval
28 and Fairness Hearing; and zero Class Member(s) submitted a request for exclusion. Those Class

1 Members who requested exclusion, specifically none, will not be bound by the Settlement and will
2 not receive any portion of the Net Settlement Amount.

3 10. The Court appoints Plaintiff Gilbert Gonzales as Class Representative and finds him
4 to be adequate.

5 11. The Court appoints Elliot J. Siegel, Julian Burns King, and Brent R. Boos of King &
6 Siegel LLP as Class Counsel, and finds each of them to be adequate, experienced, and well-versed
7 in class action litigation.

8 12. The terms of the Settlement Agreement, including the Gross Settlement Amount of
9 \$300,000.00 and the allocation for determining Individual Settlement Payments, are fair, adequate,
10 and reasonable to the Class and to each Class Member, and the Court grants final approval of the
11 Settlement as set forth in the Stipulation, subject to this Order.

12 13. The Court further approves the following distributions from the Gross Settlement
13 Amount, which fall within the ranges stipulated by and through the Settlement Agreement:

14 a. The amount of \$10,000 designated for payment to the Settlement
15 Administrator is fair and reasonable. The Court grants final approval of it and orders the
16 Parties to make the payment to the Settlement Administrator in accordance with the
17 Stipulation.

18 b. The amount requested by Plaintiff and Class Counsel for the Class Counsel's
19 attorneys' fees, representing one-third of the Gross Settlement Amount or \$100,000.00 is
20 fair and reasonable in light of the benefits obtained for the Class.² The Court grants final
21 approval of, awards, and orders the Class Counsel fees payment to be made in accordance
22 with the Stipulation.

23 c. The Court awards Class Counsel \$13,033.87 in litigation costs, which is an
24 amount which the Court finds to be reflective of the actual and reasonable costs incurred.
25 The Court grants final approval of Class Counsel's litigation expenses payment and orders
26

27 ² Class Counsel's fee request is supported by its lodestar cross-check, and the Court finds that Class
28 Counsel's time was spent reasonable and approves Class Counsel's hourly rates as fair and
reasonable.

1 payment of this amount to be made in accordance with the Stipulation.

2 d. The \$10,000.00 class representative incentive payment requested for
3 Named Plaintiff is fair and reasonable. The Court grants final approval of the payment and
4 orders the payment to be made in accordance with the Stipulation.

5 e. The Court approves of the \$25,000.00 allocation assigned for claims under
6 the Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (*i.e.*,
7 \$18,750.00) to be paid to the California Labor and Workforce Development Agency in
8 accordance with the terms of the Settlement Agreement. The remainder is to be paid to the
9 Aggrieved Employees per the Stipulation.

10 14. The Court orders the Parties to comply with and carry out all terms and provisions
11 of the Stipulation, to the extent that the terms thereunder do not contradict this Order, in which
12 case the provisions of this order shall take precedence and supersede the Stipulation.

13 15. All Participating Class Members shall be bound by the Settlement and this Order,
14 including the release of claims as set forth in the Stipulation. In addition, the State of California and
15 the Aggrieved Employees are bound by the Settlement and release of PAGA claims set forth in this
16 Order and Judgment.

17 16. The Parties shall bear their own respective attorneys' fees and costs except as
18 otherwise provided in this Order and the Stipulation.

19 17. All checks mailed to the Class Members must be cashed within 180 days after mailing.
20 Any envelope transmitting a settlement distribution to a class member shall bear the notation,
21 "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

22 18. Plaintiff shall file with the Court a report regarding the status of distribution no later
23 than fifty (50) days after all funds have been distributed.

24 19. The Court approves the California Bar's Justice Gap Fund, located at 180 Howard
25 Street San Francisco, CA 94105, as the *cy pres* beneficiary and finds that it complies with all
26 requirements under C.C.P. § 384(a)-(b). Per Section 384(b), the Court will amend this Judgment
27 after Class Counsel provides the Court with the report regarding distribution of funds to direct that
28 any uncashed funds be paid to the California Bar's Justice Gap Fund. Funds shall only be paid to

1 the Justice Gap Fund from those checks that remain uncashed after the Void Date and after the
2 supplemental mailing set forth above.

3 20. No later than 10 days from this Order, the Settlement Administrator shall give notice
4 of judgment to Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy
5 of this Order and Final Judgment on its website assigned to this matter.

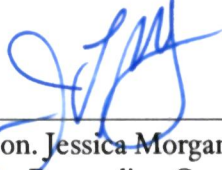
6 21. The Court retains continuing jurisdiction over the Action and the Settlement,
7 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code of Civil
8 Procedure section 664.6, solely for purposes of (a) enforcing the Settlement, (b) addressing
9 settlement administration matters, and (c) addressing such post-judgment matters as may be
10 appropriate under court rules or applicable law.

11 22. This final judgment is intended to be a final disposition of the above-captioned action
12 in its entirety and is intended to be immediately appealable. This final judgment resolves all claims
13 released by the Settlement against Defendants.

14 23. The Court hereby sets a hearing date of 3.4.25 at 8:30 a.m./~~p.m.~~ for a
15 hearing on the final accounting and distribution of the settlement funds. Counsel shall file with the
16 Court a report regarding the status of distribution at least five days before the hearing and not more
17 than 21 days after the Void Date.³ Class Counsel shall also file with the report a proposed amended
18 judgment that complies with C.C.P. § 384.5.

19
20 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

21
22
23 DATED: 3/4/2024

24 

25 Hon. Jessica Morgan
San Bernardino County Superior Court Judge

26 ³ The report shall be in the form of a declaration from the Settlement Administrator and shall
27 describe (i) the date the checks were mailed, (ii) the total number of checks mailed to class members,
28 (iii) the average amount of those checks, (iv) the number of checks that remain uncashed, (v) the
total value of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the
nature and date of the disposition of those unclaimed funds.