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Attorneys for Plaintiff
HECTOR JIMENEZ, individually and on behalf of
others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

HECTOR JIMENEZ, an Individual, on behalf)	CASE NO. 21STCV33810
of himself and all others similarly situated)	
) [Assigned for all purposes to the Honorable Stuart M.
) Rice - SSC Dept. "1"]
Plaintiffs,)	
) <u>CLASS ACTION</u>
v.)	
) NOTICE OF ORDER GRANTING
OLDCASTLE BUILDINGENVELOPE,)) PLAINTIFF'S MOTION FOR
INC., a Delaware Corporation; CRH)) PRELIMINARY APPROVAL OF CLASS
AMERICAS, INC., a Delaware Corporation)) ACTION SETTLEMENT
and DOES 1 through 100, Inclusive)	
)
Defendants.)	Action Filed: September 14, 2021
	Trial Date: None Set

TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on April 3, 2023, the Honorable Stuart M. Rice signed an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement in the above-entitled matter. A true and correct copy of said Order is attached hereto.

DATED: April 3, 2023

KOKOZIAN LAW FIRM, APC

By: _____
Bruce Kokozyan, Esq.
Alex DiBona, Esq.
Attorneys for Plaintiffs

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FILED
Superior Court of California
County of Los Angeles
04/03/2023
David W. Slayton, Executive Officer / Clerk of Court
By: A. He Deputy

6 HECTOR JIMENEZ, individually and on behalf of all others
7 similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE**

11 HECTOR JIMENEZ, an Individual, on behalf
12 of himself and all others similarly situated

CASE NO. 21STCV33810

[Assigned for all purposes to the Honorable
Stuart M. Rice - SSC Dept. "1"]

13 Plaintiffs,

14 v.

CLASS ACTION

15 OLDCASTLE BUILDINGENVELOPE, INC.,
16 a Delaware Corporation; CRH AMERICAS,
17 INC., a Delaware Corporation and DOES 1
through 100, Inclusive

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

18 Defendants.

Date: April 3, 2023
Time: 10:30 a.m.
Dept.: SSC-1

Action Filed: September 14, 2021
Trial Date: None Set

23 On September 14, 2021 Class Representative Hector Jimenez individually and on behalf of
24 a class of similarly situated individuals, filed a Class Action complaint against Defendants
25 OLDCASTLE BUILDINGENVELOPE, INC. and CRH AMERICAS, INC. pursuant to the
26 California Labor Code ("Labor Code") and California Business & Professions Code ("B&PC")
27 §17200 as set forth in the class action case entitled *Hector Jimenez v. Oldcastle BuildingEnvelope*,
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1 *Inc. et al.* - Los Angeles Superior Court Case No. 21STCV33810 (“Action”). Plaintiff’s operative
2 first amended complaint asserts claims against Defendants for 1. Failure To Pay Overtime Wages;
3 2. Failure To Pay Minimum Wages; 3. Failure To Provide Meal Periods; 4. Failure To Provide
4 Paid Rest Periods; 5. Failure To Timely Furnish Accurate Itemized Wage Statements; 6. Violation
5 of Labor Code Section 203; 7. Unfair Business Practices; and 8. Penalties Pursuant To Labor Code
6 §2698 et seq.
7

8 Defendants deny Plaintiff’s allegations in their entirety and deny liability on all claims. On
9 or about December 2022 the Parties reached a settlement subject to Court approval as represented
10 in the Class Action and PAGA Settlement Agreement and Stipulation (the
11 “Settlement”/“Stipulation”/ “Settlement Agreement”).
12

13 NOW THEREFORE, having read and considered the Settlement Agreement and Exhibits
14 thereto, IT IS HEREBY ORDERED:
15

16 1. This Order hereby incorporates by reference the definitions of the Settlement
17 Agreement as though fully set forth herein, and all terms used herein shall have the same meaning
18 as set forth in the Settlement Agreement.

19 2. The Court conditionally certifies and approves, for settlement purposes only,
20 the Settlement Class as defined as follows: all current and former non-exempt employees of
21 Oldcastle BuildingEnvelope, Inc. employed in California during the Class Period. The “Class
22 Period” means September 14, 2017 to the date of this Preliminary Approval Order.

23 3. Bruce Kokozyan, Esq. of Kokozyan Law Firm, APC shall represent the Settlement
24 Class in this Action (“Class Counsel”). Any Member of the Settlement Class may enter an
25 appearance in the Action, at their own expense, either individually or through counsel of their own
26 choice. However, if they do not enter an appearance, they will be represented by Class Counsel.

27 4. The Class Representative shall be Hector Jimenez.

28 5. The Court hereby preliminarily approves the proposed Settlement upon the terms,

1 conditions, and all release language set forth in the Settlement Agreement which is Exhibit “1” to
2 Bruce Kokozyan declaration as part of the motion for preliminary approval. The Court finds that
3 the Settlement (including the Plaintiff’s Service Payment, Attorneys’ Fees and Attorneys’ Costs,
4 the Settlement Administration Costs, the PAGA Award, and the allocation of payments to class
5 members) appears to be within the range of reasonableness necessary for preliminary approval by
6 the Court. It appears to the Court that the Settlement terms are fair, adequate, and reasonable as to
7 all potential Class Members when balanced against the probable outcome of further litigation,
8 given the risks relating to liability and damages. It further appears that extensive and costly
9 investigation and research has been conducted such that counsel for the Parties at this time are
10 reasonably able to evaluate their respective positions. It further appears to the Court that the
11 Settlement at this time will avoid substantial additional costs by all parties, as well as the delay
12 and risks that would be presented by the further prosecution of the Action. It appears that the
13 Settlement has been reached as a result of intensive, arms-length negotiations utilizing an
14 experienced third-party neutral.

15 6. The Court confirms CPT Group, Inc. as the Settlement Administrator and
16 preliminarily approves that settlement administration costs shall be paid from the Maximum
17 Settlement Amount (as that term is defined in the Settlement) up to a maximum of \$20,000. Any
18 amount awarded for costs of administration to CPT Group, Inc. less than the amount requested,
19 will become part of the Net Distribution Fund. The cost of administration includes all tasks
20 required of the Settlement Administrator as set forth in the Agreement, including the issuance of
21 the Class Notice (“Notice of Class Action and PAGA Settlement). At least sixteen (16) court days
22 prior to the Final Approval and Fairness Hearing, the Settlement Administrator shall provide the
23 Court, and all counsel for the Parties, with a statement detailing the costs of administration and the
24 claims administration statistics. CPT Group, Inc. is directed to perform all other responsibilities
25 set forth for the Settlement Administrator in the Settlement.

26 7. A Final Approval and Fairness Hearing (the “Hearing”) shall be held on the date as
27 indicated in the Implementation Schedule below before the Honorable Stuart M. Rice in
28 Department SSC 1 of the Los Angeles County Superior Court, Spring Street Courthouse located at

1 312 N. Spring Street, Los Angeles, California 90012. The purpose of such Hearing will be to: (a)
2 determine whether the proposed Settlement Agreement should be approved by the Court as fair,
3 reasonable and adequate; (b) determine the reasonableness of Class Counsel's request for
4 attorney's fees and costs; (c) the reasonableness of the Service Payment requested for the Named
5 Plaintiff; and (d) Order entry of Judgment in the Action, which shall constitute a complete release
6 and bar with respect to the Settled Class Claims and Settled PAGA Claims as described in the
7 Settlement Agreement.

8 8. The Court hereby approves, as to form and content, the Notice of Class Action and
9 PAGA Settlement which is attached as Exhibit "A" [hereinafter Notice] to the Settlement
10 Agreement which is attached as Exhibit "1" to Bruce Kokozian's declaration as part of Plaintiff's
11 motion for preliminary approval. The Court directs the mailing of the Court approved Notice via
12 first class mail to the Class Members in accordance with the schedule and procedures set forth in
13 the Settlement. The Court finds that the mailing and distribution of the Notice of Class Action
14 Settlement in the manner set forth in the Settlement meets the requirements of due process and are
15 the best notice practicable under the circumstances and shall constitute due and sufficient notice to
16 all persons entitled thereto.

17 9. Class Members may request exclusion from the release of Settled Class Claims by
18 submitting a timely written request to be excluded from the Class as set forth in the Settlement
19 Agreement. In order to be valid, the Request for Exclusion letter must be postmarked no later than
20 the date indicated in the Implementation Schedule below. Any Class Member who submits a valid
21 and timely Request for Exclusion will not be entitled to any portion of the Net Distribution Fund,
22 and will not be bound by the release of Settled Class Claims, or have any right to object, appeal or
23 comment thereon. Class Members who fail to submit valid and timely requests for exclusion shall
24 be Settlement Class Members and shall be bound by all terms of the Settlement and any Final
25 Judgment. Settlement Class Members and Non-Participating Class Members, who are also PAGA
26 Members, however, cannot opt out of the release of Settled PAGA Claims, will receive an
27 Individual PAGA Payment if eligible, and will be bound and subject to the Settled PAGA Claims.

28 10. Class Members who do not request exclusion may object to the Settlement and appear at

1 the Settlement Hearing to show cause why the proposed Settlement should not be approved and to
2 present any opposition to the application of Class Counsel for Attorneys' Fees and Attorneys'
3 Costs. The Objection letter must be postmarked no later the date indicated in the Implementation
4 Schedule below, and must be served on the settlement administrator: CPT Group, Inc.

5 Plaintiff and/or Defendants may file a response to any properly filed Objections to the
6 Settlement no later than five (5) days prior to the date of the Final Approval Hearing.

7 11. The Court hereby preliminarily approves the definition and disposition of the
8 Maximum Settlement Amount as that term is defined in the Settlement. The Maximum Settlement
9 Amount is equal to and shall not exceed nine hundred sixty thousand Dollars (\$960,000.00) which
10 is inclusive of (1) Individual Settlement Payments to Settlement Class Members and Individual
11 PAGA Payments to PAGA Members, and contributions in connection with the wage portions of any
12 Individual Settlement Payments; (2) Attorneys' Fees; (3) Attorney's Costs; (4) Settlement
13 Administration Costs; (4) LWDA's portion of the PAGA Allocation (i.e., the LWDA Payment); and
14 (5) Service Payment to Plaintiff. The Court preliminarily approves the above distribution of the
15 Maximum Settlement Amount, all subject to the Court's final approval of the Settlement.
16 Defendant shall be required to pay only the Maximum Settlement Amount plus the employer-side
17 share of payroll taxes.

18 12. The Court orders the following **Implementation Schedule** for further
19 proceedings:

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22 a.	Deadline for Defendant to submit Class List and Data to Settlement Administrator	April 18, 2023 [within 15 calendar days of preliminary approval order]
23 b.	Deadline for Settlement Administrator to Mail the Notice Packets to Class Members	May 2, 2023 [14 calendar days after the Settlement Administrator's receipt of the Class List and Data]
24 c.	Deadline for Settlement Class Members to	June 16, 2023, Forty Five Days (45) after

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1		postmark Requests for Exclusions	Mailing (plus an additional 5 days for Class Members whose Class Notice is re-mailed).
2			
3	d.	Deadline for the postmark of any Objections to the Settlement	June 16, 2023, Forty Five Days (45) after Mailing (plus an additional 5 days for Class Members whose Class Notice is re-mailed).
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5			
6	e.	Deadline for the postmark of any dispute of the information on which their Individual Settlement Payment was calculated	June 16, 2023, Forty Five Days (45) after Mailing (plus an additional 5 days for Class Members whose Class Notice is re-mailed).
7			
8	f.	Deadline for Class Counsel to File Motion for Final Approval of Settlement Including the requested attorneys' fees and expenses including any expenses associated with the Settlement	Per Code
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11			
12	g.	Final Approval Hearing and Final Approval	<u>10:00 a.m. / 12:00 p.m.</u> at <u>Felton</u> a.m. / p.m.
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14			

15 13. The Court reserves the right to adjourn the date of the Final Approval and Fairness
16 Hearing without further notice to the Class Members and retains jurisdiction to consider all
17 further applications arising out of or connected with the proposed Settlement.

18 14. Pending final determination as to whether the settlement contained in the
19 Settlement Agreement should be approved, the Class Representative, whether directly,
20 representatively, or in any other capacity, whether or not such persons have appeared in the
21 Action, shall not institute or prosecute any claims against Defendants or the Released Parties,
22 which have been or could have been asserted in the Action based upon the acts and transactions
23 alleged therein, including any claims related to or arising out of the allegations in the Action.

24 15. All further proceedings in this Action shall be stayed except such proceedings
25 necessary to review, approve, and implement this Settlement.

26 16. In the event: (i) the Court does not finally approve the Settlement as contemplated
27 by the Settlement; (ii) the Court does not enter a Final Approval Order as contemplated by the
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1 Settlement, which becomes final as a result of the occurrence of the Effective Date (as that term is
2 defined by in the Settlement); or (iii) the Settlement does not become final for any other reason,
3 the Settlement shall be null and void and any order or judgment entered by this Court in
4 furtherance of the Settlement shall be deemed as void from the beginning. In such a case, the
5 Parties and any funds to be awarded under this Settlement shall be returned to their respective
6 statuses as of the date and time immediately prior to the execution of the Settlement, and the
7 Parties shall proceed in all respects as if the Settlement had not been executed.

8
9 17. Neither the Settlement, preliminarily approved or not approved, nor any exhibit,
10 document or instrument delivered hereunder, nor any statement, transaction or proceeding in
11 connection with the negotiation, execution or implementation of this Settlement, shall be
12 admissible in evidence for any purpose except as provided in the Settlement.

13
14 IT IS SO ORDERED.

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16 Dated: 07/14/2014



17 Stuart M. Rice / Judge
18 The Honorable Stuart Rice
19 Judge of the Superior Court
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PROOF OF SERVICE

Jimenez v. Oldcastle BuildingEnvelope, Inc.

LASC Case No. 21STCV33810

I, the undersigned, declare as follows:

I am over the age of 18 years and employed in the County of Los Angeles, State of California. I am employed in the office of Kokozyan Law Firm, APC, and I made the service referred to below at their direction. My business address is 10940 Wilshire Blvd., Suite 1200, Los Angeles, CA 90024.

On April 3, 2023, I served true copies of **NOTICE OF ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on INTERESTED PARTIES as stated on the attached Service List.

[X] CASE ANYWHERE: A true and correct copy was electronically served on counsel of record by transmission to CASE ANYWHERE pursuant to Court Order Authorizing Electronic Service (Case Anywhere).

SEE ATTACHED SERVICE LIST

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

Executed on April 3, 2023 in Los Angeles, California

Glenn Dwiggin

SERVICE LIST

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