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*Attorneys for Plaintiffs*

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

FELIX REY GUTIERREZ, individually, and on  
behalf of all others similarly situated,

*Plaintiff,*

v.

NEXT LEVEL DOOR & MILLWORK, INC., a  
California corporation, and DOES 1 through 10,  
inclusive,

*Defendants.*

Case No. CVRI2105455

**CLASS ACTION**

*[Assigned for all purposes to Hon. Harold  
Hopp, Dept. 1]*

**~~PROPOSED~~ JUDGMENT AND ORDER  
GRANTING PLAINTIFF'S MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT**

**FINAL APPROVAL HEARING**

Date: January 11, 2024

Time: 8:30 a.m.

Dept: 1

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

JAN 11 2024

E. Escobedo

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1 On August 23, 2023, this Court issued an Order Granting Preliminary Approval of Class  
2 Action Settlement. Plaintiff Felix Rey Gutierrez (“Plaintiff”) now seeks an order granting final  
3 approval of the Class Action Settlement Agreement and Class Notice (“Settlement”), attached  
4 to the Declaration of Justin F. Marquez in Support of Plaintiff’s Motion for Final Approval of  
5 Class Action Settlement as **Exhibit 1** filed on December 5, 2023.

6 Due and adequate notice having been given to the Class, and the Court having reviewed  
7 and considered the Settlement, Plaintiff’s Notice of Motion and Motion for Final Approval of  
8 Class Action Settlement, the supporting declarations and exhibits thereto, all papers filed and  
9 proceedings had herein, and the absence of any written objections received regarding the  
10 proposed settlement, and having reviewed the record in this action, and good cause appearing  
11 therefor,

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the  
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the  
16 Settlement Class Members, and Defendant Next Level Door & Millwork, Inc (“Defendant”).

17 3. The Court finds on a preliminary basis that the Settlement Agreement appears to  
18 be fair, adequate, and reasonable and therefore meets the requirements for final approval. The  
19 Court grants final approval of the Settlement and the Settlement Class based upon the terms set  
20 forth in the Settlement Agreement between Plaintiff and Defendant, attached to the Declaration  
21 of Justin F. Marquez in Support of Plaintiff’s Motion for Final Approval of Class Action  
22 Settlement as **Exhibit 1**.

23 4. The Court finds that the Settlement appears to have been made and entered into in  
24 good faith and hereby approves the settlement subject to the limitations on the requested fees and  
25 enhancements as set forth below.

26 5. Plaintiff and all Participating Class Members shall have, by operation of this Final  
27 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant  
28 and Release Parties from all Released Claims as defined in the Settlement.

1           6.       The Released Claims mean all claims that were alleged, or reasonably could have  
2 been alleged, based on the Class Period facts stated in the Operative Complaint, including any and  
3 all claims involving any recovery of unpaid minimum wages and unpaid overtime (Cal. Lab. Code  
4 §§ 204, 1194, 1194.2, 1197, 1198), failure to provide meal and rest periods (Cal. Lab. Code §§  
5 226.7, 512), failure to provide accurate wage statements (Cal. Lab. Code § 226), failure to pay all  
6 wages due at separation (Cal. Lab. Code §§ 201-203), and violation of Unfair Business Practices  
7 (Cal. Bus. & Prof. Code §§ 17200, et seq.).

8           7.       The Released Parties mean Defendant and each of its former and present directors,  
9 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,  
10 subsidiaries, and affiliates.

11           8.       The Parties shall bear their own respective attorneys' fees and costs, except as  
12 otherwise provided for in the Settlement and approved by the Court.

13           9.       Solely for purposes of effectuating the settlement, the Court finally certified the  
14 following Class: "all persons employed by Defendant in California and classified as non-exempt  
15 or hourly-paid employees during the Class Period."

16           10.      The Class Period means the period from June 5, 2017 to May 15, 2023.

17           11.      No Class Members have objected to the terms of the Settlement.

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

23           13.      The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the  
24 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment  
25 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement  
26 Payments to the Participating Class Members in accordance with the terms of the Joint Stipulation.  
27 The following persons submitted a valid Exclusion Form and are not bound by the terms of the  
28 settlement: Mirna Veiga.

1           14. Defendant shall pay a total of \$1,069,350.00 to resolve this litigation and to  
2 separately pay any and all employer payroll taxes owed on the Wage Portions of the individual class  
3 payments.

4           15. From the Gross Settlement Amount, \$10,000.00 shall be paid to Plaintiff for his  
5 service as a class representative and for his agreement to release claims.

6           16. From the Gross Settlement Amount, \$10,400.00 shall be paid to the Settlement  
7 Administrator, Apex Class Action, LLC.

8           17. The Court hereby confirms Justin F. Marquez and Benjamin H. Haber of Wilshire  
9 Law Firm, PLC as Class Counsel.

10           18. From the Gross Settlement Amount, Class Counsel is awarded \$356,450.00 for their  
11 reasonable attorneys' fees and \$13,495.35 for their reasonable costs incurred in the Action. The  
12 fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds  
13 that the fees are reasonable in light of the benefit provided to the Class.

14           19. Any envelope transmitting a settlement distribution to a class member shall bear the  
15 notation "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." The checks shall be  
16 negotiable for 180 days from the date of the mailing. Any check that is not cashed within the 180  
17 days shall be voided and the total monetary amount of all voided checks shall be disbursed by  
18 check by the settlement administrator to Legal Aid at Work at 180 Montgomery St #600, San  
19 Francisco, CA 94104.

20           20. The Settlement Administrator shall mail a postcard reminder to any Participating  
21 Class Member who has not negotiated their check within 60 days of the mailing date.

22           21. If (i) any of the class members are current employees of the defendant, (ii) the  
23 distribution mailed to those employees is returned to the administrator as being undeliverable, and  
24 (iii) the administrator is unable to locate a valid mailing address, the administrator shall arrange  
25 with the defendant to have those distributions delivered to the employees at their place of  
26 employment.

27           22. Notice of entry of this Final Approval Order and Judgment shall be given to Class  
28 Members by posting a copy of the Final Approval Order and the Judgment on Apex's website for

1 a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and  
2 Judgment. The Notice shall note the following: "Please be advised that on [date], the Superior  
3 Court of California for the County of Riverside entered Judgment in the case entitled *Gutierrez v.*  
4 *Next Level Door & Millwork, Inc.*, et al., Case No. CVRI2105455, on behalf of all current and  
5 former hourly or non-exempt employees in California who worked for Next Level Door &  
6 Millwork, Inc., anytime between June 5, 2017 and May 15, 2023, except Mirna Veiga who  
7 requested exclusion."

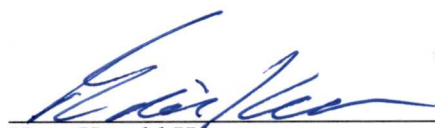
8 23. Without affecting the finality of this Order in any way, this Court retains continuing  
9 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with  
10 respect to all Parties to this action, and their counsel of record.

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

13 25. The Court orders Plaintiff to file a Report from the Settlement Administrator in the  
14 form of a declaration concerning the amount of money distributed by January 6, 2025. The  
15 Compliance Hearing (Non-Appearance) regarding the distribution of funds is scheduled for  
16 January 10, 2025 at 8:30 a.m. in Department 1.

17 **IT IS SO ORDERED.**

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20 DATE: 1/11/24

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23 Hon. Harold Höpp  
24 Riverside County Superior Court  
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