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13 on behalf of himself and all others similarly situated

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

11 JAIME GONZALEZ, individually and on
12 behalf of himself and all others similarly
13 situated,

13 Plaintiff,

14 v.

15 PROBUILD COMPANY, LLC, a
16 Delaware limited liability company, doing
17 business as DIXIELINE LUMBER &
18 HOME CENTERS; BUILDERS
19 FIRSTSOURCE, INC., entity type
20 unknown; and DOES 1-50, inclusive,

19 Defendants.

Case No. CVRI2105278

Assigned for All Purposes To:
Hon. Harold W. Hopp

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

1 This matter came before the Court for hearing on Plaintiff’s Motion for Final Approval of
2 Class Action and PAGA Settlement and Award of Attorneys’ Fees, Costs, and Class
3 Representative Enhancement Payment. The Court considered the proposed Class Action and
4 PAGA Settlement Agreement (“Settlement Agreement”) attached as Exhibit 1 to the Declaration
5 of James R. Hawkins in Support of Plaintiff’s Motion for Preliminary Approval of Class Action
6 and PAGA Settlement filed on November 25, 2024, the submissions of counsel, and all other
7 papers filed in this action. This matter having been submitted, and good cause appearing
8 therefore, this Court **HEREBY FINDS THAT:**

9 1. This Court adopts and incorporates by reference the terms and conditions of the
10 Settlement Agreement, together with the definitions and terms used and contained therein.

11 2. The Court finds that it has jurisdiction over the subject matter of the action and over
12 all parties to the action, including all Class Members.

13 3. The Court finds the Settlement was entered into in good faith, that it is fair,
14 reasonable and adequate, and that it satisfies the standards and applicable requirements for final
15 approval of this class action settlement under California law, including the provisions of California
16 Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

17 4. In so finding, the Court considered all evidence presented, including evidence
18 regarding the strength of Plaintiff’s case; the risk, expense, and complexity of the claims presented;
19 the likely duration of further litigation; the amount offered in settlement; the extent of investigation
20 and discovery completed; and the experience and views of counsel. The Parties have provided the
21 Court with sufficient information about the nature and magnitude of the claims being settled, as
22 well as the impediments to recovery, to make an independent assessment of the reasonableness of
23 the terms of the Settlement.

24 5. With respect to the Class and for the purpose of approving the Settlement only, this
25 Court finds and concludes that: (a) the Class Members are ascertainable and so numerous that
26 joinder of all members is impracticable; (b) there are questions of law or fact common to the Class
27 Members, and there is a well-defined community of interest among Class Members with respect
28 to the subject matter of the claims in the action; (c) the claims of Plaintiff are typical of the claims

1 of the Class Members; (d) the Plaintiff has fairly and adequately protected the interests of the Class
2 Members; (e) a class action is superior to other available methods for an efficient adjudication of
3 this controversy; and (f) counsel for Plaintiff are qualified to serve as Class Counsel for the Class
4 Members.

5 6. Notice was provided to the Class Members in compliance with the Settlement
6 Agreement and Preliminary Approval Order, California Code of Civil Procedure section 382,
7 California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any
8 other applicable law. The Notice: (i) fully and accurately informed Class Members about all
9 material elements of the action and proposed Settlement; (ii) provided sufficient information so
10 that Class Members were able to decide whether to opt-out and pursue their own remedies, or
11 object to the proposed Settlement; (iii) provided procedures for Class Members to request
12 exclusion from the Settlement, to state written objections to the proposed Settlement, to dispute
13 the amount of work weeks, and to appear at the hearing; and (iv) provided the time, date and place
14 of the final fairness hearing.

15 7. Class Members were given a full opportunity to participate in the final fairness
16 hearing, and all Class Members and other persons wishing to be heard have been heard.

17 8. The Maximum Settlement Amount and the means of distributing the Net
18 Settlement Amount to Participating Settlement Class Members are fair and reasonable in light of
19 the nature of this case.

20 9. The Court finds that the attorneys at James Hawkins APLC have the requisite
21 qualifications, experience, and skill to protect and advance the interests of the Class Members. The
22 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the
23 position of Class Counsel, and hereby appoints James R. Hawkins, Christina M. Lucio, and
24 Mitchell J. Murray of James Hawkins APLC as Class Counsel.

25 10. Class Counsel has provided services and benefits to absent Class Members and
26 expended efforts and resources to secure the benefits and is thus entitled to the requested and
27 unopposed attorneys' fees and costs as approved by the Court. The Court finds that the requested
28 award of attorneys' fees of one-third (33.33%) of the Maximum Settlement fund created by the

1 Settlement is reasonable for a contingency fee in a class action and that use of this method for
2 determining the fee award is reasonable because it encourages efficient litigation.

3 11. The Class Representative prosecuted this lawsuit, worked with counsel, undertook
4 the risks associated with litigation, acted to protect the interests of the Class, and conferred a
5 benefit on absent Class Members, and is thus entitled to receive a Class Representative
6 Enhancement Payment as approved by the Court.

7 12. The appointed Settlement Administrator, Apex Class Action LLC (“Apex”),
8 rendered services and will continue to render services, in connection with administering the notice
9 and settlement process, and is thus entitled to its requested administration fees.

10 13. The Maximum Settlement Amount or “common fund” is \$2,500,000.00, with the
11 Net Settlement Amount to be paid to Participating Class Members being calculated by deducting
12 the following amounts from the Maximum Settlement Amount: (1) Class Counsel’s attorneys’ fees
13 of ~~\$8853,333.33~~; (2) Class Counsel’s documented costs of \$14,975.97; (3) the Class
14 Representative Enhancement Payment to be paid to Plaintiff as the Class Representative of
15 \$10,000.00; (4) the Settlement Administrator fees to Apex of \$31,000.00; and (5) PAGA Penalties
16 of \$125,000.00, (allocated 75% to the LWDA and 25% in Individual PAGA Payments to the
17 Aggrieved Employees). The Net Settlement Amount which will be paid as Individual Settlement
18 Payments to Participating Class Members is estimated to be approximately \$1,485,690.70. There
19 is no reversion to Defendants.

20 **IT IS ORDERED THAT:**

21 1. **Class Members:** The Court certifies, for settlement purposes only, the following
22 Class: All current and former non-exempt employees of Defendants who worked for Defendants
23 within California at any time during the Class Period.

24 2. **Non-Participating Class Members:** The following individuals opted out of the
25 Settlement by submitting a valid and timely request for exclusion and therefore will not receive
26 any Individual Class Payments and will not be bound by the Release by Participating Class
27 Members: Mark Gerby, Peter LaLicata, Julian Lopez Sanchez, Keith E. Shoffner, Lauro
28 Valenzuela Gonzalez, Lisa Wood, Diana Pizano, Emmett Glee III, and Anthony Jaramillo.

1 **3. Class Period:** The Class Period is defined as the period from October 4, 2020 to
2 March 24, 2024.

3 **4. Aggrieved Employees.** All current or former non-exempt employees of
4 Defendants who worked for Defendants within California during the PAGA Period.

5 **5. PAGA Period:** The PAGA Period is defined as the period from November 20,
6 2020 to March 24, 2024.

7 **6. Plaintiff's Release.** As of the Effective Date and Defendants' funding of the
8 Maximum Settlement Amount and employer-side taxes, Plaintiff, in his individual capacity, is
9 deemed to have released and discharged Defendants and the Released Parties as set forth in the
10 Plaintiff's Release in the Settlement Agreement.

11 **7. Participating Class Member Release.** Upon the Effective Date and Defendant
12 funding of the Maximum Settlement Amount and employer-side taxes, Plaintiff and all
13 Participating Class Members shall be deemed to have released and discharged Defendants and the
14 Released Parties as set forth in the Release by Participating Class Members in the Settlement
15 Agreement.

16 **8. Aggrieved Employee Release.** Upon the Effective Date and Defendants funding
17 of the Maximum Settlement Amount and employer-side taxes, Plaintiff and the Labor and
18 Workforce Development Agency ("LWDA") shall be deemed to have released and discharged
19 Defendants and the Released Parties as set forth in the PAGA Release in the Settlement
20 Agreement.

21 **9. Class Relief.** Defendants shall deposit the Maximum Settlement Amount into the
22 Qualified Settlement Fund for the benefit of Participating Class Members and Class Counsel,
23 through the Administrator, according to the terms of the Settlement Agreement. The Administrator
24 shall calculate and distribute the Individual Class Payments to the Participating Class Members
25 and Individual PAGA Payments to Aggrieved Employees. The distribution shall be in accordance
26 with the instructions and timeline set forth in the Settlement Agreement and this Order and
27 Judgment. Any envelope transmitting the Individual Class Payment and/or Individual PAGA
28 Payment to a Class Member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT

1 CHECK IS ENCLOSED.”

2 **10. Payment to LWDA and Aggrieved Employees.** From the Maximum Settlement
3 Amount, \$125,000 shall be allocated to PAGA Penalties, 75% or \$93,750.00 shall be paid to the
4 LWDA and 25% or \$31,250.00 shall be paid as Individual PAGA Payments to the Aggrieved
5 Employees according to the formula set forth in the Settlement Agreement.

6 **11. Uncashed Checks.** Individual Class Payment and Individual PAGA Payment
7 checks shall be negotiable for 180 days from the date of issuance. Any checks that have not been
8 negotiated within 180 days after the date of issuance will be voided and the Settlement
9 Administrator will report and send the unclaimed funds to California Controller's Unclaimed
10 Property Fund in the name of the Class Member and/or Aggrieved Employee. The Administrator
11 shall mail a reminder postcard to any Class Member and/or Aggrieved Employee whose Individual
12 Class Payment and/or Individual PAGA Payment check has not been negotiated within 60 days of
13 the date of mailing. If any Class Members and/or Aggrieved Employees are current employees of
14 Defendants, if their Individual Class Payment and/or Individual PAGA Payment is returned as
15 undeliverable and the Administrator is unable to locate a valid mailing address, then the
16 Administrator shall arrange with Defendants to have their Individual Class Payment and/or
17 Individual PAGA Payment delivered to such Class Members at their place of employment.

18 **12. Attorneys' Fees and Costs.** Class Counsel are awarded \$833,333.33 in attorneys'
19 fees and \$14,975.97 in costs.

20 **13. Class Representative Service Payment.** Plaintiff Jaime Gonzalez is awarded
21 \$10,000.00 as an Enhancement Payment for his services and the risks undertaken as Plaintiff and
22 Class Representative on behalf of the Class.

23 **14. Payment of Settlement Administration Costs.** The Court approves settlement
24 administration costs and expenses in the amount of \$31,000.00 to Apex Class Action LLC.

25 **15. Final Accounting Report.** The Parties shall file a report concerning any uncashed
26 checks or other cash residue by 5 court days before the Compliance Hearing. The report shall be
27 in the form of a declaration from the Administrator and shall describe: (i) the date the checks were
28 mailed, (ii) the total number of checks mailed to class members, (iii) the average amount of those

1 checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed
2 checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the
3 disposition of those unclaimed funds.

4 **16. Compliance Hearing.** The Court sets a compliance hearing for May 19, 2026, at
5 8:30 am.

6 **17. Entry of Judgment.** This Final Approval Order shall constitute a final judgment
7 in accordance with California Rule of Court 3.769(h). The Court directs the Clerk to enter
8 judgment in accordance with the terms of this Final Approval Order.

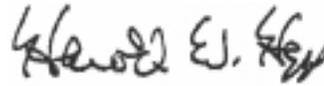
9 **18. Notice of Entry of Judgment.** The Parties are to give notice to all Class Members
10 of this Final Approval Order and Judgment in accordance with California Rule of Court 3.771(b)
11 by filing a Notice of Entry of Judgment of this Final Approval Order and Judgment with the Court.

12 **19. Court's Jurisdiction.** Pursuant to the Parties' request, California Code of Civil
13 Procedure section 664.6, and California Rule of Court 3.769(h), the Court retains jurisdiction over
14 this action and the parties until final performance of the Settlement.

15 **IT IS SO ORDERED.**

16
17 DATED: CE * ~ • d F A C C I

By:



HON. HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT