

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

JUAN ROJO, individually, and on behalf of  
other members of the general public similarly  
situated;

Plaintiff,

vs.

FARWEST INSULATION CONTRACTING, a  
California corporation; and DOES 1 through 100,  
inclusive,

Defendant.

Case No. 30-2022-01259062-CU-OE-CXC

Honorable Layne H. Melzer  
Department CX102

**CLASS ACTION**

**[ORDER GRANTING FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT AND  
ENTERING JUDGMENT**

Date: March 27, 2025  
Time: 2:00 p.m.  
Dept.: CX102

Complaint Filed: May 11, 2022  
FAC Filed: April 29, 2024  
Trial Date: None Set

**ORDER**

Plaintiff Juan Rojo’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement (“Motion”) came on for hearing on March 27, 2025 at 2:00 p.m. before the Honorable Layne H. Melzer in Department CX102 of the above-entitled Court, located at 751 W. Santa Ana Boulevard, Santa Ana, California 92701. Parker & Minne, LLP and Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and Littler Mendelson, P.C. appeared on behalf of Farwest Insulation Contracting (“Defendant”).

On October 18, 2024, the Court entered an Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement of the above-entitled Action in accordance with the Joint Stipulation of Class Action Settlement, ROA Number 150, and the First Amendment to Class Action Settlement Agreement and Class Notice, ROA Number 180, which, together with the exhibits thereto, set forth the terms and conditions for settlement of this Action (collectively, the Joint Stipulation of Class Action Settlement and the First Amendment to Class Action Settlement Agreement and Class Notice are referred to herein as the “Agreement,” “Settlement,” or “Settlement Agreement”).

Due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and the Court, having considered the Agreement, Plaintiff’s Motion and all documents submitted in support thereof, all papers filed and proceedings had herein, and otherwise being fully informed and good cause appearing therefore, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

1. Pursuant to California law, the Court hereby grants final approval of the Agreement. The Agreement is hereby deemed incorporated into this Order and Judgment. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Class Members.

3. The Court finds that the requirements of California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and the Settlement. The Court hereby makes its earlier provisional certification of the Class for

1 settlement purposes, as set forth in the Preliminary Approval Order, final. The Class is hereby  
2 defined to include:

3 All current and former non-exempt and/or hourly-paid employees who are or were  
4 members of the International Association of Heat and Frost Insulators and Allied  
5 Workers, Local No. 5 and who worked for Defendant in the State of California at any  
6 time during the period from May 11, 2018 through April 27, 2024.

7 4. The Court hereby confirms Edwin Aiwarzian, Arby Aiwarzian, Joanna Ghosh, and  
8 Yasmin Hosseini of Lawyers *for* Justice, PC and Jill J. Parker and S. Emi Minne of Parker & Minne,  
9 LLP as Class Counsel.

10 5. The Court concludes that distribution of the Notice directed to the Class Members as  
11 set forth in the Agreement and the other matters set forth therein has been completed in conformity  
12 with the Preliminary Approval Order, and constituted the best notice practicable under the  
13 circumstances. The Court concludes that the Administrator, ILYM Group, Inc., took all reasonable  
14 and necessary steps to locate and notify each Class Member of the Agreement, as required in the  
15 Preliminary Approval Order. The notice given to the Class fully and accurately informed the Class  
16 of all material elements of the Settlement and their opportunity to object or comment thereon; was  
17 the best notice practicable under the circumstances; was valid, due and sufficient notice to all Class  
18 Members; and complied fully with the laws of the State of California, Federal Rules of Civil  
19 Procedure, the United States Constitution, due process, and other applicable law. The notice fairly  
20 and adequately described the Settlement and provided Class Members adequate instructions and a  
21 variety of means to obtain additional information.

22 6. The Court hereby finds the Agreement was entered into in good faith pursuant to and  
23 within the meaning of California Code of Civil Procedure section 877.6. For the reasons set forth in  
24 the Preliminary Approval Order, and in the proceedings at the Final Approval hearing, which are  
25 adopted and incorporated herein by reference, the Court further finds that Plaintiff has satisfied the  
26 standards and applicable requirements for final approval of this class action settlement under  
27 California law, including the provisions of California Code of Civil Procedure section 382 and  
28 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*

1 *Superior Court*, 4 Cal.3d 800, 821 (1971).

2           7.       The Court finds that the Settlement is, in all respects, fair, adequate, and reasonable,  
3 and in the best interests of the Class as a whole. More specifically, the Court finds that the  
4 Settlement was reached following meaningful informal discovery and investigation by Class  
5 Counsel; that the Settlement is the product of intensive, serious, and non-collusive arms-length  
6 negotiations between the parties; and that the terms of the Settlement are in all respects fair,  
7 adequate, and reasonable. In so finding, the Court has considered all of the evidence presented,  
8 including evidence regarding the strength of Plaintiff's claims, Defendant's potential exposure; the  
9 risk, expense, complexity, and delay associated with further litigation; the risk of maintaining  
10 Plaintiff's claims through class certification, trial, and appeals; the amount offered in the Settlement  
11 and the benefit provided to Class Members; the extent of investigation and informal discovery  
12 completed; the experience and views of Class Counsel; and the absence of objections to the  
13 Settlement, as well as other relevant factors. Accordingly, the Court hereby directs that the  
14 Settlement be affected in accordance with the Agreement and the terms and conditions set forth in  
15 this Judgment.

16           8.       A full opportunity has been afforded to Class Members to participate in this hearing,  
17 and all persons wishing to be heard have been heard. Accordingly, the Court determines that all  
18 Class Members who did not timely and properly request exclusion from the Settlement  
19 ("Participating Class Members") are bound by the Settlement and by this Judgment.

20           9.       The deadline for Class Members to request to be excluded from the Agreement was  
21 December 20, 2024. The Court hereby finds that zero (0) Class Members requested to be excluded  
22 from the Agreement. Accordingly, 216 Participating Class Members are bound by this Judgment.

23           10.      The deadline for Class Members to submit written objections to the Agreement was  
24 December 20, 2024. The Court hereby finds that there have been zero (0) objections to the  
25 Agreement. The Court also finds that there were zero (0) objections at the hearing on Final  
26 Approval.

27           11.      Upon entry of this Judgment and the full funding of the Gross Settlement Amount,  
28 Plaintiff and all Participating Class Members waive, release, and discharge the Released Parties

1 from all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could  
2 have been alleged based on the facts and claims asserted in the operative complaint in the Action  
3 including the following claims: (i) failure to pay all overtime wages due (Labor Code sections 510  
4 and 1198); (ii) failure to provide meal periods or compensation in lieu thereof (Labor Code sections  
5 226.7 and 512(a)); (iii) failure to provide rest periods or compensation in lieu thereof (Labor Code  
6 section 226.7); (iv) failure to pay all minimum wages due (Labor Code sections 1194, 1197, and  
7 1197.1); (v) failure to timely pay wages at time of termination or resignation (Labor Code sections  
8 201-203); (vi) failure to timely pay wages during employment (Labor Code section 204); (vii)  
9 failure to provide complete, accurate wage statements; (viii) failure to keep requisite payroll records  
10 (Labor Code section 1174(d); (ix) failure to reimburse necessary business expenses (Labor Code  
11 section 2800 and 2802); and (x) unfair business practices that could have been premised on the  
12 claims, causes of action or legal theories of relief described above or any of the claims, causes of  
13 action or legal theories of relief pleaded in the operative complaint.

14 12. Upon entry of this Judgment and the full funding of the Gross Settlement Amount, in  
15 consideration for his Class Representative Enhancement Award, Plaintiff Juan Rojo, for himself  
16 only, releases the Released Parties from all claims, demands, rights, liabilities and causes of action  
17 of every nature and description whatsoever, known or unknown, asserted or that might have been  
18 asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation  
19 arising out of, relating to, or in connection with Plaintiff's relationship with Defendant as well as any  
20 and all acts or omissions by or on the part of Defendant, excluding only claims that, by law, may not  
21 be privately released. Plaintiff has expressly waived all rights and benefits afforded by California  
22 Civil Code Section 1542, which provides:

23 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
24 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
25 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
26 RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE  
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR  
OR RELEASED PARTY.

27 Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other  
28 than or different from the facts now believed to be true, the release of claims contained herein shall

1 be effective as to all unknown claims. This release specifically excludes claims for unemployment  
2 insurance, disability, social security, and workers compensation (with the exception of claims arising  
3 pursuant to California Labor Code Sections 132(a) and 4553).

4 13. The Court finds the settlement payments provided for under the Agreement to be fair  
5 and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement, the  
6 Court orders Defendant to fund the Gross Settlement Amount of \$800,000.00 within twenty-one (21)  
7 calendar days of entry of this Judgment to provide payments for Individual Settlement Payments to  
8 Participating Class Members, the Class Representative Enhancement Award to Plaintiff, Class  
9 Counsel's Attorneys' Fees and Litigation Costs, and Administration Costs to the Settlement  
10 Administrator. The Court further orders Defendant to separately pay any and all employer payroll  
11 taxes owed on the wages portion of the Individual Settlement Payments. Defendant shall fund and  
12 the Settlement Administrator shall distribute these amounts in accordance with the terms of the  
13 Agreement.

14 14. Pursuant to the terms of the Agreement, and the authorities, evidence, and argument  
15 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of  
16 \$280,000.00, and awards reimbursement of costs and expenses incurred by Class Counsel in the  
17 amount of \$12,411.94 from the Gross Settlement Amount. The award of attorneys' fees and costs is  
18 the final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by  
19 and/or owed to Class Counsel and any other person or entity related to the Action. Any allocation of  
20 attorneys' fees and costs between and among Class Counsel shall be made by the Administrator  
21 pursuant to the separate and independent agreement between Class Counsel.

22 15. The Court hereby approves and orders a Class Representative Enhancement Award of  
23 \$7,500.00 to Plaintiff Juan Rojo from the Gross Settlement Amount in accordance with the terms of  
24 the Agreement.

25 16. The Court also hereby approves and orders payment from the Gross Settlement  
26 Amount for actual settlement administration expenses incurred by the Settlement Administrator,  
27 ILYM Group, Inc., in the amount of \$7,950.00.

28 17. The Court hereby approves and orders payment of Individual Settlement Payments

1 from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set forth  
2 in the Agreement.

3 18. The Court also hereby approves and orders that any checks distributed from the Gross  
4 Settlement Amount that remain uncashed after one hundred and eighty (180) calendar days after  
5 being issued shall be void. Any funds associated with such cancelled checks will be submitted to the  
6 Controller of the State of California pursuant to the Unclaimed Property Law, California Civil Code  
7 § 1500, et seq., to be held in trust for those Class Members who did not timely cash their Settlement  
8 checks within one hundred eighty (180) calendar days of their issuance.

9 19. Without affecting the finality of this Judgment, the Court shall retain continuing  
10 jurisdiction over this Action and the Parties, including all Class Members, and over all matters  
11 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to  
12 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as  
13 provided to the contrary herein, any disputes or controversies arising with or with respect to the  
14 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for  
15 resolution.

16 20. A post-approval final accounting hearing shall be held on March 5th, 2026 at 2PM in  
17 Dept CX102. Class Counsel shall submit a final report on the disbursement of settlement payments  
18 Sixteen (16) days before the hearing. The court orders that at the time of the final accounting that  
19 Class Counsel transmit a copy of this order and the final judgment and the final accounting to the  
20 Judicial Council. (CCP 384.5; Govt Code 68520.)

21 21. Notice of this Order and Judgment shall be posted by the Settlement Administrator on  
22 its website for a period of at least sixty (60) days.

23 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

24  
25 Dated: **April 10, 2025**

26 By:  \_\_\_\_\_

27 The Honorable Layne H. Melzer  
28 Judge of The Superior Court