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

TOBY LANZARIN, individually, and on behalf  
of other members of the general public similarly  
situated, and ANTHONY MIXON, individually,  
and on behalf of other members of the general  
public similarly situated and on behalf of  
aggrieved employees pursuant to the California  
Private Attorneys General Act,

Plaintiffs,

vs.

BUILDING MATERIAL DISTRIBUTORS,  
INC., a California corporation; and DOES 1  
through 25, inclusive,

Defendants.

Case No. 34-2022-00330343-CU-OE-GDS

Honorable Jill H. Talley  
Department 23

**~~PROPOSED~~ FINAL APPROVAL ORDER  
AND JUDGMENT**

Date: October 10, 2025  
Time: 9:00 a.m.  
Dept.: 23

Complaint Filed: November 23, 2022  
FAC Filed: February 4, 2025  
Trial Date: Not Set

1 Plaintiffs Toby Lanzarin and Anthony Mixon’s (together, “Plaintiffs”) Motion for Final  
2 Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments,  
3 and Settlement Administration Costs came before this Court on **October 10, 2025 at 9:00 a.m.** before  
4 the Honorable Jill H. Talley in Department 23 of the above-captioned Court located at Gordon D.  
5 Schaber Sacramento County Courthouse, 720 Ninth Street, Sacramento, California 95814.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement  
7 (“Settlement Agreement” or “Settlement”), Plaintiffs’ Motion for Final Approval of Class Action and  
8 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments, and Settlement  
9 Administration Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel  
10 (Alexandra Rose), the Class Representatives (Tony Lanzarin and Anthony Mixon), and the Settlement  
11 Administrator (Cassandra Polites on behalf of ILYM Group, Inc.), and the evidence and argument  
12 received by the Court in conjunction with the Motion for Preliminary Approval of Class Action and  
13 PAGA Settlement and documents thereto, the Court grants final approval of the Settlement and  
14 **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:**

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and  
16 over Plaintiffs and Defendant Building Material Distributors, Inc. (“Defendant”) (collectively, with  
17 Plaintiffs, the “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement  
19 purposes only: “All current and former hourly-paid and/or non-exempt employees who worked for  
20 Defendant in the State of California at any time during the Class Period.” The “Class Period” is  
21 defined as the period from November 23, 2018 through May 7, 2024.

22 3. The Court appoints Plaintiffs Toby Lanzarin and Anthony Mixon as the Class  
23 Representatives for settlement purposes only.

24 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra  
25 Rose, and Jared C. Osborne of Blackstone Law, APC as Class Counsel for settlement purposes only.

26 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms  
27 with the requirements of California Code of Civil Procedure section 382, California Civil Code section  
28 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and

1 any other applicable law, and constitutes the best notice practicable under the circumstances, by  
2 providing individual notice to all Class Members who could be identified through reasonable effort,  
3 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the  
4 other Class Members. The Class Notice fully satisfied the requirements of due process.

5 6. The Court finds the Settlement was entered into in good faith, that the Settlement is  
6 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable  
7 requirements for final approval of this class action settlement under California law, including the  
8 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule  
9 3.769.

10 7. The Settlement Agreement is not an admission by Defendant, or by any other Released  
11 Parties. Nor is this Order and Judgment a finding of the validity of any allegations by Plaintiffs or of  
12 any wrongdoing or violation of any federal, state, or local law, statute, regulation, or legal requirement  
13 by Defendant or any other Released Parties. Neither this Order and Judgment, the Settlement, nor any  
14 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or  
15 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever  
16 by or against Defendant or any of the other Released Parties.

17 8. The Court finds that no Class Members have validly and timely opted out of the Class  
18 Settlement and no Settlement Class Members have objected to the Class Settlement.

19 9. In addition to any recovery that Plaintiffs may receive under the Settlement, and in  
20 recognition of Plaintiffs' efforts on behalf of the Class, the Court hereby approves the payment from  
21 the Gross Settlement Amount of Enhancement Payments to Plaintiffs in the amounts of \$10,000.00  
22 each (total, \$20,000.00).

23 10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees  
24 to Class Counsel in the sum of \$583,333.33 and reimbursement of actual litigation costs and expenses  
25 to Class Counsel in the sum of \$16,679.05. The attorneys' fees and reimbursement of litigation costs  
26 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is  
27 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding  
28 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit

1 obtained for the Class.

2 11. The Court approves and orders payment from the Gross Settlement Amount in the  
3 amount of \$8,950.00 to ILYM Group, Inc. for performance of settlement administration services.

4 12. The Court approves and orders payment in the amount of \$150,000.00 to the California  
5 Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward  
6 PAGA penalties.

7 13. It is hereby ordered that no later than five (5) business days after the Effective Date,  
8 Defendant will deposit the Gross Settlement Amount into an account established by the Settlement  
9 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

10 14. It is hereby ordered that within five (5) business days after Defendant funds the Gross  
11 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments  
12 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys’ Fees and  
13 Costs to Class Counsel, Enhancement Payments to Plaintiffs, LWDA Payment to the LWDA, and  
14 Settlement Administration Costs to itself.

15 15. Each Individual Settlement Payment and Individual PAGA Payment check will be  
16 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are  
17 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be  
18 distributed by the Settlement Administrator to the California Controller’s Unclaimed Property  
19 Division in the name of the Settlement Class Member and/or PAGA Employee. The Settlement  
20 Administrator shall include on the memo line of Individual Settlement Payment checks: “By cashing  
21 this check, I am opting into the FLSA release in the matter of *Toby Lanzarin, et al. v. Building Material*  
22 *Distributors, Inc.*, Sacramento County Superior Court Case No. 34-2022-00330343-CU-OE-GDS.”

23 16. Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement  
24 Class Members will be deemed to have fully, finally, and forever released, settled, compromised,  
25 relinquished, and discharged the Released Parties of any and all claims, debts, liabilities, demands,  
26 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were  
27 pleaded or that could have been pleaded based on the same or similar factual allegations as those  
28 alleged in the Operative Complaint, arising during the Class Period, under any federal, state, or local

1 law, and shall specifically include but are not limited to claims for Defendant’s alleged failure to pay  
2 overtime and minimum wages (including, but not limited to, payment of minimum wages and overtime  
3 wages at the regular rate of pay for off-the-clock work during meal periods), provide compliant meal  
4 and rest periods and associated premium payments, timely pay wages upon termination, provide  
5 accurate wage statements, and reimburse necessary business-related expenses (including, but not  
6 limited to, the purchase of work pants, steel-toe boots, safety gloves, and the usage of personal cell  
7 phones for work-related purposes) in violation of California Labor Code Sections 201, 202, 203, 210,  
8 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable  
9 Industrial Welfare Commission Wage Order, and all claims for attorneys’ fees and costs and statutory  
10 interest in connection therewith, California Business and Professions Code Sections 17200, *et seq.*,  
11 Fair Labor Standards Act 29 U.S.C. Section 206, Fair Labor Standards Act 29 U.S.C. Section 207,  
12 and any claims for injunctive relief, declaratory relief, restitution, Federal Labor Standards Act,  
13 fraudulent business practices, or punitive damages alleged or which could have been alleged under the  
14 facts, allegations, and/or claims pleaded in the Operative Complaint.(collectively, “Released Class  
15 Claims”), except that only those Settlement Class Members who cash or deposit their Individual  
16 Settlement Payment check shall be deemed to opt-in to the settlement and release of the Released  
17 Class Claims that arise under the FLSA.

18 17. Upon the full funding of the Gross Settlement Amount, Plaintiffs, the State of  
19 California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have  
20 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released  
21 Parties of any and all claims pleaded or that could have been pleaded based on the same or similar  
22 factual allegations as those alleged in the Operative Complaint and/or PAGA Letter, arising during  
23 the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California  
24 Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related thereto, for  
25 Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest  
26 periods and associated premium payments, timely pay wages during employment and upon  
27 termination, provide complaint wage statements, maintain complete and accurate payroll records, and  
28 reimburse necessary business-related expenses in violation of California Labor Code Sections 201,

202, 203, 204, 210, 218.5, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2699(g)(1), 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order (collectively, “Released PAGA Claims”).

18. Upon the full funding of the Gross Settlement Amount, Plaintiffs, individually and on their own behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiffs, at any time of execution of the Settlement Agreement, had or claimed to have or may have, including but not limited to any and all claims arising out of, relating to, or resulting from their employment and/or separation of employment with the Released Parties, including any claims arising under any federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities Act; the Family and Medical Leave Act; the Employee Retirement Income Security Act; the California Family Rights Act; the California Fair Employment and Housing Act; all claims for wages or penalties under the Fair Labor Standards Act; all claims for wages or penalties under the California Labor Code; Business and Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or interference with legal rights; any and all other employment or discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract claims or claims of promissory estoppel. It is agreed that this is a general release and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that cannot be released hereunder by law. Plaintiffs understand and expressly agree that the Settlement Agreement extends to claims that they have against Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on or before the execution of the Settlement Agreement. Any and all rights granted under any state or federal law or regulation limiting the effect of the Settlement Agreement, including the provisions of

1 Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of  
2 the California Civil Code reads as follows: A GENERAL RELEASE DOES NOT EXTEND TO  
3 CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT  
4 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND  
5 THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER  
6 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. Plaintiffs understand that Section  
7 1542 gives the right not to release existing claims of which they are not now aware, unless Plaintiffs  
8 voluntarily choose to waive this right. Having been so apprised, Plaintiffs nevertheless voluntarily  
9 waive the rights described in Section 1542, and elect to assume all risks for claims that now exist in  
10 their favor, known or unknown.

11 19. "Released Parties" means Defendant and its past and present direct or indirect parents,  
12 subsidiaries, predecessors, successors, and affiliates as well as each of their past and present officers,  
13 directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and  
14 any individual or entity which could be jointly liable with Defendant.

15 20. This Court shall retain jurisdiction with respect to all matters related to the  
16 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,  
17 or related to the subject matter of the lawsuit, including but not limited to all matters related to the  
18 Settlement and the determination of all controversies relating thereto.

19 21. Notice of entry of this Order and Judgment shall be given to the Class Members by  
20 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of  
21 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

22 22. A Compliance Hearing is set for July 31, 2026 at 10:30 a.m. in Department 23 of this  
23 Court located at Gordon D. Schaber Sacramento County Courthouse, 720 Ninth Street, Sacramento,  
24 California 95814. The Settlement Administrator shall file a Final Report by fifteen (15) calendar days  
25 prior to the Compliance Hearing.

26 **IT IS SO ORDERED.**

27 Dated: 10/14/2025



28 *Jill Talley*  
\_\_\_\_\_  
Honorable Jill H. Talley