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30-2023-01355638-CU-OE-CXC - ROA # 128 - DAVID H. YAMASAKI, Clerk of the Court By O. Lopez, Deputy Clerk.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ISIDRO GOMEZ, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

QUICK CRETE PRODUCTS CORP., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2023-01355638-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

[*Assigned for All Purposes to the Honorable Layne H. Melzer, Dept CX102*]

[~~PROPOSED~~] ORDER AND JUDGMENT OF FINAL CLASS ACTION AND PAGA SETTLEMENT APPROVAL

Action Filed: October 12, 2023
Trial Date: Not set

[~~PROPOSED~~] ORDER AND JUDGMENT OF FINAL APPROVAL

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

On June 15, 2026, the Court entered an Order which granted Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification, approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was reached between Plaintiff Isidro Gomez ("Plaintiff") and Defendant Quick Crete Products Corp. ("Defendant") (together with Plaintiff, the "Parties"), in accordance with the Parties' Class Action and PAGA Settlement Agreement and Class Notice and the First Amendment to Class Action and PAGA Settlement Agreement and Class Notice (the "First Amendment") (together, the "Settlement"). The Settlement was attached as **Exhibit 1** to the Preliminary Approval Order.

The Court now has before it Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, including a motion for payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties, and whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class Members (collectively "Motion for Final Approval"), as well as a [Proposed] Final Approval Order and Judgment.

Due and adequate notice having been given to Class Members, and the Court having reviewed the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good cause appearing,

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The Court, for purposes of this Final Approval Order and Judgment, incorporates by reference all terms and definitions as set forth in the Settlement.

2. Plaintiff's Motion for Final Approval came before Department CX102 of this Court, the Honorable Layne H. Melzer presiding, on October 15, 2026.

3. The Court finds that the Settlement was made and entered into in good faith, the terms of which are fair, reasonable, and adequate; was reached following meaningful discovery and investigation conducted by Plaintiff and his counsel of record ("Class Counsel"); is the result of serious, informed, adversarial, and arm's-length negotiations between the Parties; and therefore, meets the requirements for final approval. In so finding, the Court has considered all the evidence presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the settlement amount offered; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court has further considered the one Request for Exclusion and the absence of any Objections from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff's Motion for Final Approval and enters **JUDGMENT** in accordance with the terms herein.

4. The Court certifies, for settlement purposes only, the following class (the "Settlement Class"): All persons employed by Defendant in California and classified as non-exempt employees from October 12, 2019, to August 30, 2025. Excluded from the Settlement Class are all persons who opt out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

5. Notwithstanding the submission of a timely Request for Exclusion, Class Members are still bound by the settlement and release of the Released PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded from the Settlement do not apply to the Released PAGA Claims.

6. The Released PAGA Claims shall bind the following individuals ("Aggrieved Employees"): All people employed by Defendant in California and classified as an hourly, non-exempt employee from October 12, 2022, to August 30, 2025.

7. The Court finds that Plaintiff has exhausted all administrative remedies required to bring the PAGA claims asserted in this Action and is authorized to act as private attorney general with respect to the Released PAGA Claims being released under the Settlement. The Court further finds that pursuant to California Labor Code section 2699(*l*)(2), the California Labor and Workforce Development Agency ("LWDA") was given timely notice of the Settlement, has not

objected, and is therefore bound by this Final Approval Order and Judgment.

8. The deadline to submit a Request for Exclusion or to submit written objections to the Settlement was September 14, 2026.

9. One Request for Exclusion was received from Darren Adams. Accordingly, this individual is excluded from the Settlement Class, and 832 Class Members remain in the Class and are bound by this Final Approval Order and Judgment.

10. The Court finds that a full opportunity has been afforded to Class Members to object to the Settlement and participate in the Final Approval Hearing. All Class Members had an opportunity to object to the Settlement. No written objections were received, and no Class Members appeared at the Final Approval Hearing to present any objections.

11. The Court Approved Notice of Class Action and PAGA Settlement, Objection Form and Exclusion Form, (together the "Notice Packet") which were attached as **Exhibit 2** to the Preliminary Approval Order, were provided to the Settlement Class in English and Spanish pursuant to the plan for distribution described under the Settlement, conformed with the requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice practicable under the circumstances, by providing individual and adequate notice of the proceedings and of the matters set forth therein to Settlement Class Members. The Notice Packet fully satisfied the requirements of due process and provided the Settlement Class Members with adequate instructions and a variety of means to obtain additional information.

12. Upon final approval by the Court of this Settlement and Defendant's payment of all sums due pursuant to the Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representatives, the Class, and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, and each PAGA Employee, regardless of whether they have requested exclusion from the Settlement of Class claims, will release claims in accordance with the terms of the Settlement. With the exception of Plaintiff, who will be subject to a broader release in accordance with the terms of the Settlement, the Class Members and PAGA Employees will be subject to the following release terms:

a. **Released Parties.** Defendant and Defendant's past, present, and future officers,

directors, shareholders, owners, investors, partners, members, agents, principals, and its respective successors and predecessors in interest, assigns, subsidiaries, affiliates, and parents, if any.

b. **Claims Released by Participating Class Members.** The claims released by Class Members, other than those who submit requests for exclusion, as against the Released Parties are all claims that were alleged, or reasonably could have been alleged, based on the facts alleged in the Third Amended Complaint in the Action during the Class Period. Except as set forth in Paragraph 12(d) below, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

c. **Claims Released by Aggrieved Employees.** The claims released by Aggrieved Employees as against the Released Parties are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts alleged in the Third Amended Complaint in the Action and Plaintiff's PAGA Notice during the PAGA Period.

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

14. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate Individual Class Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees are fair and reasonable. Thus, the Court authorizes the Administrator to calculate and pay settlement payments in accordance with the terms of the Settlement.

15. Defendant is ordered to fully fund the Gross Settlement Amount (**$850,000.00**), and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the

funds to the Administrator in two (2) equal installments: (1) the 1st installment of $425,000.00 will be due 30 days after Defendant receives notice of the Effective Date;[1] (2) the 2nd installment of $425,000.00 will be due within 90 days after the 1st installment.

16. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

17. A total amount of $60,000.00 shall be allocated as PAGA Penalties payable from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as follows: 75% (**$45,000.00**) to the LWDA and 25% (**$15,000.00**) to Aggrieved Employees.

18. The Court finds Plaintiff has adequately represented the Settlement Class and therefore confirms the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive as a Participating Class Member and Aggrieved Employee, the Court approves and orders a service payment to Plaintiff in the amount of **$5,000.00** (the "Class Representative Service Payment"), payable from the Gross Settlement Amount, for his role and service as the Class Representative and for the risks and work attendant to that role.

19. The Court confirms the appointment of Moon Law Group, PC, as Class Counsel, for settlement purposes only, as they are experienced in wage and hour class action litigation, have no apparent conflicts of interest with Plaintiff, other Class Members, or the Administrator, and have adequately represented Class interests. The Court approves and orders the payments to Class

[1] "Effective Date" means the later of: (a) if no timely objections are filed, or objections are withdrawn prior to final approval, then the date of final approval of the Settlement by the Superior Court of Orange County; or (b) if a Class Member files an objection to the Settlement, the Effective Date shall be 61st day after the date of final approval of the Settlement by the court, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an objector, then the Effective Date shall be the date of final resolution of that appeal (including any requests for rehearing, petitions for review, and/or petitions for certiorari), resulting in final judicial approval of the Settlement. (Settlement, ¶ 1.18.)

Counsel, payable from the Gross Settlement Amount, of **$255,000.00** for reasonable attorneys' fees, and of **$21,503.34**, for reimbursement of out-of-pocket litigation costs. The Court finds that these amounts are reasonable considering the benefits provided to the Class.

20. The Court confirms the appointment of ILYM Group, Inc. as the Settlement Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the Settlement Administrator of **$10,550.00**, payable from the Gross Settlement Amount, for settlement administration.

21. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after 180 days after the date of mailing (the "Void Date"), the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, subject to the requirements of California Code of Civil Procedure§384(b).

22. In accordance with California Rule of Court 3.771(b), notice of this Final Approval Order and Judgment will be given to the Settlement Class by the Administrator, who will post an electronic copy on its website for no less than 180 calendar days following entry thereof.

23. This Final Approval Order and Judgment are intended to be a final disposition of the Action in its entirety and are intended to be immediately appealable.

24. The obligations set forth in the Settlement are deemed part of this Final Approval Order and Judgment, and the Parties and Administrator are ordered to carry out the Settlement according to its terms and provisions.

25. Without affecting the finality thereof, pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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26. The Court sets a Final Report Hearing on **October 14, 2027, at 2:00 p.m. in Department CX102**. Class Counsel shall submit a final administrator's report at least 16 days before the Final Report Hearing addressing the status of the settlement administration, including the actual amounts paid to the Settlement Class and the other amounts distributed under the Settlement, including any uncashed checks.

IT IS SO ORDERED AND ADJUDGED.

DATE: **October 28, 2026**



Honorable Layne H. Melzer
Judge of the Superior Court, Orange County