

BIBIYAN LAW GROUP, P.C.

Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
Brandon M. Chang (SBN 316197)
brandon@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, ROBERT JOHNSON,
on behalf of himself and all others similarly
situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ROBERT JOHNSON, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

OWENS CORNING ROOFING AND
ASPHALT, LLC, a Delaware limited liability
company; LORENZO SIORDIA, an individual;
and DOES I through 100, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles
08/18/2026
David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

CASE NO.: 24STCV02712

[Assigned for all purposes to the Hon.
Samantha P. Jessner in Dept. 7]

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT AWARD**

1 This matter having come before the Court for a Hearing on Plaintiff's Motion for Final
2 Approval of Settlement pursuant to the Order of this Court granting preliminary approval
3 ("Preliminary Approval Order") of the class action settlement agreement and release upon the terms
4 set forth in the First Amended Class and PAGA Settlement Agreement ("Settlement," "Agreement"
5 or "Settlement Agreement") submitted in support of the Motion for Preliminary Approval of Class
6 and Representative Action Settlement and Provisional Class Certification for Settlement Purposes
7 Only; and due and adequate notice having been given to the Class Members as required in the
8 Preliminary Approval Order; and the Court having considered all papers filed and proceedings had
9 herein and otherwise being fully informed and good cause appearing therefore, it is hereby
10 **ORDERED, ADJUDGED AND DECREED THAT:**

11 1. The Motion for Final Approval of Class and Representative Action Settlement;
12 Enhancement Award; and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

13 2. The definitions set out in the Settlement Agreement are incorporated by reference into
14 this Order; all terms defined therein shall have the same meaning in this Order as defined in the
15 Settlement Agreement.

16 3. This Court has jurisdiction over the subject matter of this litigation and over all Parties
17 to this litigation, including all Class Members.

18 4. For settlement purposes only, the Court certifies the following class ("Settlement Class,"
19 "Settlement Class Members" or "Class Members"): all persons employed by Owens Corning
20 Roofing and Asphalt, LLC ("Defendant") in California and classified as a non-exempt, hourly-paid
21 employee who worked for Defendant during the period from February 1, 2020 through April 18,
22 2025 ("Class Period").

23 5. "Plaintiff" refers to plaintiff Robert Johnson.

24 6. The parties released shall include: Defendant, and each of their former, present and
25 future owners, parents, and subsidiaries, and all of their current, former, and future officers,
26 directors, members, managers, employees, consultants, partners, shareholders, joint venturers,
27 investors, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, attorneys,
28 and/or legal representatives and Lorenzo Siordia, named individual defendant in the Class Action.

1 7. Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
2 and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all
3 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class
4 Members, and Class Counsel will release claims against all Released Parties as follows:

5 a. Release of Class Claims: For the duration of the Class Period, all Participating Class
6 Members, on behalf of themselves and their respective former and present
7 representatives, agents, attorneys, heirs, administrators, successors, and assigns,
8 release Released Parties from all claims that were alleged, or reasonably could have
9 been alleged, based on the facts and labor code sections stated in the Operative
10 Complaints including: (1) failure to pay overtime wages; (2) failure to pay minimum
11 wages; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5)
12 failure to pay all wages due upon termination; (6) failure to timely pay wages; (7)
13 failure to provide accurate itemized wage statements; (8) failure to reimburse
14 business expenses; (9) failure to pay all unused vacation or PTO time at the end of
15 employment (10) failure to pay interest on deposits, (11) unfair business practices
16 under Business and Professions Code section 17200 arising out of Labor Code
17 violations referenced in the Complaint.

18 b. Release of PAGA Claims: For the duration of the PAGA Period and to the extent
19 permitted by law, the LWDA, the State of California, and all Aggrieved Employees
20 are deemed to release, on behalf of themselves and their respective former and
21 present representatives, agents, attorneys, heirs, administrators, successors, and
22 assigns, the Released Parties from all claims for PAGA penalties that were alleged,
23 or reasonably could have been alleged, based on the facts stated in the Operative
24 Complaints and the PAGA Notice, or pursuant to Labor Code, sections 96, 98.6, 200,
25 201, 201.3, 202, 203, 204, 205.5, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3,
26 232, 232.5, 245, 246, 404, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 558, 1102.5,
27 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1527, 2698,
28 2699, 2699.3, 2802, 2810.3, 2810.5, 3366, 3457, 8397.4; Business and Professions

Code, sections 16600, 16700, and 17200; Government Code, section 12952; and Code of Regulations, Title 8, section 11040.

9. Distribution of the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) directed to the Class Members as set forth in the Settlement Agreement and the other matters set forth herein have been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and was the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

10. Zero (0) Class Members opted out of the Settlement, zero (0) Class Members objected to the Settlement, and zero (0) submitted any workweek dispute.

11. The Court further finds that the Settlement is fair, reasonable and adequate, and that Plaintiff has satisfied the standards and applicable requirements for final approval of class action settlement under California law, including the provisions of Code of Civil Procedure section 382 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

12. This Court hereby approves the settlement set forth in the Settlement Agreement and finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the settlement according to its terms. The Court finds that the settlement has been reached as a result of intensive, serious and non-collusive arm’s-length negotiations. The Court further finds that the Parties have conducted extensive and costly investigation and research, and counsel for the parties are able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of this Action. The Court has noted the significant benefits to the Class Members under the Settlement. The Court also finds that the class is properly certified as a class for settlement purposes only.

13. The Court approves Plaintiff as Class Representative.

1 14. The Court approves David D. Bibiyan, Vedang J. Patel, and Brandon M. Chang of
2 Bibiyan Law Group, P.C., as Class Counsel.

3 15. The Court approves ILYM Group, Inc. (“Settlement Administrator” or “ILYM”), as the
4 Settlement Administrator.

5 16. The Court hereby awards Class Counsel attorneys' fees in the total amount of
6 \$234,914.24 which is one-third (1/3) of the Gross Settlement Amount of \$704,742.71, and to be
7 deducted therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of
8 \$22,938.75, to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be
9 paid by the Settlement Administrator from the Gross Settlement Amount as set forth in the
10 Settlement Agreement.

11 17. The Court hereby approves an enhancement award of \$7,500.00 to the Plaintiff in
12 consideration of his time, effort and risk incurred on behalf of the Settlement Class. Plaintiff has
13 also provided Defendant with a general release and a release of unknown claims pursuant to Civil
14 Code section 1542. The enhancement award will be paid to Plaintiff by the Settlement Administrator
15 from the Gross Settlement Amount as set forth in the Settlement Agreement.

16 18. The Court hereby approves the Settlement Administrator’s cost in the amount of
17 \$7,350.00. The Settlement Administrator, ILYM Group, Inc., shall be paid the cost of administration
18 of the settlement from the Gross Settlement Amount.

19 19. The Court hereby approves the PAGA Amount of \$70,000.00, of which \$52,500.00
20 shall be paid to the LWDA and the remaining \$17,500.00 to be distributed to the “Aggrieved
21 Employees” defined as all persons employed by Defendant in California and classified as a non-
22 exempt, hourly-paid employee who worked for Defendant during the period from February 1, 2023
23 through the end of the Class Period (“PAGA Period”).

24 20. The Gross Settlement Amount of \$704,742.71 includes: (1) Administration Costs up to
25 \$7,350.00; (2) a service award of up to \$7,500.00 to the Plaintiff for his time and effort in pursuing
26 this case; (3) one-third (1/3) of the Gross Settlement Amount in attorneys’ fees, amounting to
27 \$234,914.24; (4) \$22,938.75 in litigation costs to Class Counsel; (5) payment of the PAGA Amount,
28 in the amount of \$70,000.00, from the Gross Settlement Amount toward PAGA penalties. Pursuant

1 to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$52,500.00,
2 will be paid to the LWDA and twenty-five percent (25%), or \$17,500.00, will be distributed to
3 Aggrieved Employees. After deducting these sums, a total of \$362,039.72 will be available for
4 distribution to Class Members ("Net Settlement Amount").

5 21. Except as expressly provided herein, the Parties each shall bear all their own fees and
6 costs in connection with this matter.

7 22. "Effective Date" means the later of: (a) the Court enters a Judgment on its Order
8 Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as
9 of the latest of the following occurrences: (a) if no Participating Class Member objects to the
10 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members
11 objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment;
12 or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the
13 Judgment and issues a remittitur.

14 23. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
15 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
16 Administrator no later than 14 days after the Effective Date.

17 24. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator
18 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
19 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class
20 Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
21 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment
22 and the Class Representative Service Payment shall not precede disbursement of Individual Class
23 Payments, and the Individual PAGA Payments.

24 25. For any Class Member whose Individual Class Payment check or Individual PAGA
25 Payment check is uncashed and cancelled after the void date (i.e., 180 days after the date of mailing)
26 the Administrator shall transmit the funds represented by such checks to the California Controller's
27 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
28 subject to the requirements of California Code of Civil Procedure Section 384.

1 26. The Court finds that the class settlement on the terms set forth in the Settlement
2 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of
3 the released claims against Defendant.

4 27. A ^{Non-Appearance} Hearing Re: Final Administration of the Class Action Settlement is hereby scheduled
5 for August 18, 2027, 2027, 9:00 am ~~am~~ in Department 7 of the above entitled Court. At
6 least five (5) calendar days prior to said hearing, the Parties shall file a declaration confirming that
7 the claims have been paid and that administration of all the terms and conditions of the class action
8 settlement have been completed. Should the Court find that said declaration has sufficiently
9 evidenced full and complete administration of the class action settlement, the Hearing Re: Final
10 Administration of the Class Action Settlement will go off calendar.

11 28. Without affecting the finality of the Judgment in any way, this Court hereby retains
12 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
13 and all orders and judgments entered in connection therewith.

14 29. Pursuant to California Code of Civil Procedure section 664.6, after entry of the
15 Judgment, the Superior Court will have continuing jurisdiction over the Actions and the Settlement
16 solely for purposes of (i) enforcing this Settlement, (ii) addressing settlement administration matters,
17 and (iii) addressing such post-Judgment matters as may be appropriate under court rules or
18 applicable law.

19 ///

20 **IT IS SO ORDERED.**

21 08/18/2026
22 Dated: _____, 2026



A handwritten signature in black ink, appearing to read "S. Jessner", is written over the seal.

Samantha Jessner / Judge
Judge of the Superior Court