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Kane Moon (SBN 249834)  
Lilit Ter-Astvatsatryan (SBN 320389)  
**MOON & YANG, APC**  
1055 W. Seventh St., Suite 1880  
Los Angeles, California 90017  
Telephone: (213) 232-3128  
Facsimile: (213) 232-3125  
E-mail: kane.moon@moonyanglaw.com  
E-mail: lilit@moonyanglaw.com

Attorneys for Plaintiff IGNACIO MEZA LOPEZ

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

FEB 22 2023

BY Jessica Garcez  
JESSICA GARCEZ, DEPUTY

COPIES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO**

IGNACIO MEZA LOPEZ, individually, and  
on behalf of all others similarly situated,

Plaintiff,

vs.

GROVE LUMBER & BUILDING SUPPLIES,  
INC., a California corporation,

Defendant.

Case No.: CIVSB2127791

CLASS AND REPRESENTATIVE ACTION

[Assigned for all purposes to the Honorable  
David Cohn, Department S26]

**PROPOSED JUDGMENT FOLLOWING  
ORDER GRANTING FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: February 22, 2023  
Time: ~~10:00 A.M.~~ 1:30 PM  
Dept.: ~~S26~~ 17

Action Filed: September 15, 2021  
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff Ignacio Meza Lopez (“Plaintiff”) Defendant Grove Lumber & Building Supplies, Inc.,  
3 (“Defendant”) reached terms of settlement for a putative class action. On or about February 22, 2023, the  
4 Court issued an Order granting Plaintiff’s motion for final approval of a proposed class action settlement  
5 of the claims asserted against Defendant in this action (“Final Approval Order”). The settlement is  
6 memorialized in the STIPULATION OF SETTLEMENT OF CLASS ACTION AND PAGA CLAIMS  
7 AND RELEASE OF CLAIMS (*see* Declaration of Kane Moon In Support of Plaintiff’s Motion for Final  
8 Approval of Class Action and PAGA Action Settlement and Release [“Moon Decl.”], at Exh. 1), referred  
9 to herein as the “Agreement” or “Settlement.”

10 The Court’s Final Approval Order is incorporated herein in its entirety. The Court now enters  
11 Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to  
12 be a final disposition of the Action in its entirety and is intended to be immediately appealable.

13 **JUDGMENT**

14 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be  
15 entered whereby the Plaintiff, all Participating Class Members, and all Aggrieved Employees shall take  
16 nothing from Defendant, except as expressly set forth in the Final Approval Order and the Settlement.

17 Capitalized terms in this Judgment have the same meaning they are given in the Settlement.

18 Except as set forth in the Settlement and the Final Approval Order, Plaintiff, Participating Class  
19 Members, and the State of California shall take nothing by the First Amended Complaint filed in this  
20 Action.

21 Each party shall bear his or its own attorneys’ fees and costs incurred in the Action, except as  
22 otherwise provided in the Settlement and Final Approval Order.

23 The Class Members are:

24 Any and all persons who have been employed by Defendant as non-exempt,  
25 hourly employees in California at any time from September 15, 2017 to through  
October 19, 2022 (Settlement, ¶¶ A(10), A(48)).

26 Aggrieved Employees are:

27 Any and all persons who have been employed by Defendant as non-exempt,  
28 hourly employees in California at any time from September 15, 2020 to through  
October 19, 2022 (Settlement, ¶¶ A(3), A(33)).

1 Class action and PAGA Action claims are released, pursuant to the terms of the Settlement, as  
2 follows:

3 Upon the final approval by the Court of this Settlement, and except as to such  
4 rights or claims as may be created by the Settlement, the Class Representative, the Class  
5 and each Class Member who has not submitted a valid and timely request for exclusion  
as to claims other than the PAGA claim, will release claims as follows:

6 (a) Identity of Released Parties. means Defendant and each of its divisions,  
7 subsidiaries, partnerships, parents, affiliated companies, trusts, or other related entities,  
8 past and present, and each of them, as well as each of their directors, officers,  
9 shareholders, partners, members, representatives, executors, trustees, fiduciaries,  
administrators, beneficiaries, assignees, successors, business managers, agents,  
contractors, insurers, attorneys, and employees, past and present, and each of them and  
their marital community. (collectively, "Released Parties").

10 (b) Date Release Becomes Active. Upon entry of the Final Approval Order  
11 and Defendant's funding of the Gross Settlement Amount, along with any taxes  
12 necessary to be paid by Defendant to effectuate the Settlement, and except as to such  
13 rights or claims as may be created by this Settlement Agreement, the Released Claims  
will be released. Class Members will not release claims until both the Effective Date of  
the Settlement has occurred, and Defendant has paid all amounts owing under the  
Settlement.

14 (c) Claims Released by Participating Class Members and PAGA  
15 Employees. Each and every Class Member, on behalf of himself or herself and his or  
16 her heirs, personal representatives, agents, successors, assigns, and all others acting on  
17 their behalf, unless he or she has properly elected to opt out of the Class (which will not  
18 effectuate an opt-out from the PAGA claim), hereby releases the Released Parties from  
19 the following claims ("Released Claims") for the entire Class Period:

20 1) include all claims, debts, liabilities, demands, obligations,  
21 damages, and actions or causes of action of any kind, arising under state, federal  
22 or local law, whether statutory, common law, or administrative law, at any time  
23 during the Class Period, that were or could have been asserted based on factual  
24 allegations in the Complaint or First Amended Complaint, including claims for  
25 failure to failure to pay minimum or overtime wages, failure to provide meal  
and rest periods or to pay meal and rest period premiums, failure to indemnify  
necessary business expenses, failure to pay all wages due to discharged or  
quitting employees, failure to reimburse necessary business expenses, failure to  
provide accurate itemized wage statements; claims under California Labor Code  
sections 201 to 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174,  
1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802, and the Wage  
Orders promulgated thereunder, California Business and Professions Code  
section 17200, et seq., and claims for injunctive relief, punitive damages,  
penalties of any nature (including PAGA civil penalties and statutory penalties),  
interest, fees, and costs).

26 2) in addition, as to all Class Members, whether requesting  
27 exclusion from the Settlement or not, may not object to, opt out of, or otherwise  
28 exclude themselves from the settlement of the claims for civil penalties alleged  
pursuant to the Labor Code Private Attorneys General Act of 2004 (PAGA),  
Labor Code § 2698 et seq., PAGA, and which are included in the Released

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Claims.

Notice of the Final Approval Order and this Judgment shall be given by Plaintiff to the LWDA by submission through the online system established for the filing of notices and documents, in conformity with Labor Code section 2699, subdivision (1)(3).

This Final Approval Order and Judgment, the Settlement it reflects, and any and all acts, statements, documents, or proceedings relating to the Settlement are not, and shall not be construed as, or used as, an admission made by Defendant or as a finding by this Court of any fault, wrongdoing, or liability on Defendant's part, or of the validity of any Released Claim or of the existence or amount of any damages.

Distributions pursuant to the Settlement shall issue in the amounts authorized in the Final Approval Order, according to the deadlines specified in the Settlement.

In the event the Effective Date does not occur, the Final Approval Order and this Judgment shall be null and void and shall be vacated, *nunc pro tunc*, except insofar as expressly provided to the contrary in the Settlement, and without prejudice to the *status quo ante* rights of the Plaintiff, Class Members, and Defendant.

Judgment is hereby entered in accordance with the Settlement. Without affecting the finality of the Final Approval Order or this Judgment in any way, pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff, Participating Class Members, Aggrieved Employees, and Defendant, for the purposes of supervising the implementation, enforcement, administration, construction, and interpretation of the Settlement and the releases given in connection therewith, the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the Judgment, and any other matters related or ancillary to the foregoing.

**IT IS SO ORDERED.**

**FEB 22 2023**

**JOSEPH T. ORTIZ**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Honorable ~~David Cohn~~  
SUPERIOR COURT JUDGE

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**PROOF OF SERVICE**

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF LOS ANGELES )

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1055 West Seventh Street, Suite 1880, Los Angeles, California 90017. On January 31, 2023, I served the foregoing document described as:

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA ACTION SETTLEMENT**

X by placing \_\_\_ the original X a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Harvey C. Berger  
Elizabeth Dimaano  
**Berger & Williams, LLP**  
401 B Street, Suite 2000  
San Diego, California 92101  
berger@bergerwilliams.com  
dimaano@bergerwilliams.com  
stout@bergerwilliams.com

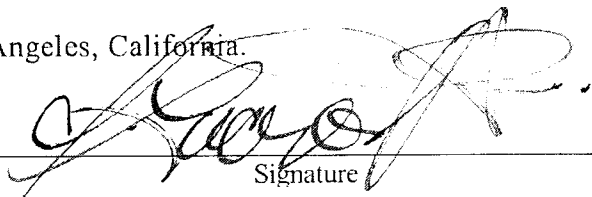
*Attorneys for Defendant Grove Lumber & Building Supplies.*

**BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

X (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 31, 2023, at Los Angeles, California.

Ivette Hernandez  
Type or Print Name

  
Signature