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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF SACRAMENTO

10 CHARLES BAINBRIDGE, individually, and  
on behalf of other members of the general public  
11 similarly situated,

12 Plaintiff,

13 vs.

14 AVANTI INSTALL CALIFORNIA, LLC, an  
Iowa limited liability company; AVANTI  
15 WINDOWS & DOORS, LLC, an Iowa limited  
liability company; and DOES 1 through 10,  
16 inclusive,

17 Defendants.

Case No. 34-2022-00331897-CU-OE-GDS

Assigned to the Hon. Jill Valley

~~PROPOSED ORDER AND JUDGMENT~~  
**GRANTING MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND MOTION FOR  
ATTORNEYS' FEES, COSTS, AND A CLASS  
REPRESENTATIVE ENHANCEMENT  
PAYMENT**

Date: November 1, 2024  
Time: 9:00 a.m.  
Place: Department 23

Complaint Filed: December 23, 2022  
Trial Date: Nonet Set

**FILED**  
Superior Court of California  
County of Sacramento  
11/18/2024  
T. Shaddix, Deputy

Electronically Received 10/04/2024 10:03 AM

1 **ORDER AND JUDGMENT**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class  
3 Action and PAGA Settlement and Motion for Attorneys’ Fees, Costs, and a Class Representative  
4 Enhancement Payment (collectively, the “Motions”). Due and adequate notice having been given to  
5 Class Members as required by the Court’s Preliminary Approval Order, and the Court having reviewed  
6 the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being  
7 fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS:**

8 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and  
9 incorporated herein by reference, this Court finds that the requirements of California Code of Civil  
10 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

11 2. This Order hereby adopts and incorporates by reference the terms and conditions of the  
12 Joint Stipulation for Class Action and PAGA Settlement and Release (“Settlement Agreement” or  
13 “Settlement”), together with the definitions and terms used and contained therein.

14 3. The Court finds that it has jurisdiction over the subject matter of the action and over all  
15 parties to the action, including all members of the Settlement Class.

16 4. The Class Notice fully and accurately informed Class Members of all material elements  
17 of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable  
18 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully  
19 with the laws of the State of California and due process. The Class Notice fairly and adequately  
20 described the settlement and provided Class Members with adequate instructions and a variety of means  
21 to obtain additional information.

22 5. Class Members were given a full opportunity to participate in the Final Approval  
23 hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the  
24 Court determines that all Class Members who did not timely and properly opt out of the settlement are  
25 bound by this Order.

26 6. The Court has considered all relevant factors for determining the fairness of the  
27 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,  
28 the Court finds that the settlement was reached following meaningful discovery and investigation

1 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and  
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,  
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence  
5 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the  
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and  
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with  
8 sufficient information about the nature and magnitude of the claims being settled, as well as the  
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to  
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement  
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the  
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,  
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will  
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were  
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the  
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement  
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendants or by any other Released  
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants  
21 or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to  
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used  
23 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability  
24 whatsoever by or against Defendants or any of the other Released Parties.

25 10. Final approval shall be with respect to: All non-exempt hourly California employees  
26 who were employed by Defendants during the period from December 27, 2018 and June 16, 2024.

27 11. Plaintiff Charles Bainbridge is an adequate and suitable representative and is hereby  
28 appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment

1 and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the  
2 Settlement Class, and that his interests are aligned with those of the Settlement Class.

3 12. The Court hereby awards Plaintiff a Class Representative Enhancement  
4 Payment/General Release Payment of \$10,000 for his service on behalf of the Settlement Class, and for  
5 agreeing to a general release of all claims arising out of his employment with Defendants.

6 13. The Court finds that the attorneys at Capstone Law APC have the requisite  
7 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The  
8 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position  
9 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

10 14. The settlement of civil penalties under PAGA in the amount of \$40,000 is hereby  
11 approved. Seventy-Five Percent (75%), or \$30,000, shall be paid to the California Labor and Workforce  
12 Development Agency. The remaining Twenty-Five Percent (25%), or \$10,000, will be paid to PAGA  
13 Members.

14 15. The Court hereby awards \$113,333 in attorneys' fees and \$11,396.35 in costs and  
15 expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is  
16 reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created  
17 by the settlement. Counsel have also established the reasonableness of the requested award of attorneys'  
18 fees via their lodestar crosscheck, and the Court finds that the attorney staffing, hours billed, and hourly  
19 rates are reasonable, and the multiplier is warranted under the circumstances.

20 16. The Court approves settlement administration costs and expenses in the amount of  
21 \$10,000 to CPT Group, Inc.

22 17. All Class Members were given a full and fair opportunity to participate in the Approval  
23 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the  
24 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed  
25 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order  
26 and Judgment shall be forever binding on all Participating Class Members. These Participating Class  
27 Members have released and forever discharged the Released Parties for any and all Released Class  
28 Claims during the Class Period:

1 All claims, rights, demands, liabilities, and causes of action, reasonably arising  
2 from, or reasonably related to, the facts and matters that were alleged in the First  
3 Amended Complaint and Plaintiff's LWDA letter, or that could reasonably have  
4 been alleged based on the facts and matters alleged in the First Amended  
5 Complaint or Plaintiff's LWDA letter, which includes claims for minimum wages,  
6 overtime, rest breaks, meal breaks, inaccurate wage statements, failure to maintain  
7 payroll records, failure to timely pay wages during employment and at termination,  
8 waiting time penalties, failure to reimburse necessary business expenses, and  
9 unfair business practices, and includes claims under Labor Code sections 201-204,  
10 226, 226.7, 510, 512, 516, 1182.12 *et seq.*, 1174, 1194, 1197, 1197.1, 1198, 2802,  
11 and the corresponding provisions of the CA wage orders, and Bus. & Prof. Code  
12 sections 17200 *et seq.*, arising during the Class Period.

13 18. Additionally, all PAGA Members and the LWDA have released and forever discharged  
14 the Released Parties for any and all Released PAGA Claims during the PAGA Period: All claims for  
15 civil penalties under California Labor Code §§ 2698, *et seq.*, reasonably arising from, or reasonably  
16 related to, the same facts and matters alleged in the First Amended Complaint and Plaintiff's LWDA  
17 letter, during the PAGA Period.

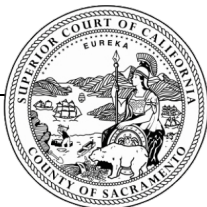
18 19. Judgment in this matter is entered in accordance with the above findings.

19 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and  
20 continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code §  
21 664.6, including all Participating Settlement Members and PAGA Members, for purposes of enforcing  
22 the terms of the Judgment entered herein. This document shall constitute a judgment (and separate  
23 document constituting said judgment) for purposes of California Rules of Court, Rule 3.769(h).

24 21. The Court sets a compliance hearing for September 19, 2025 at 9:00 a.m., at which time  
25 the Court will consider evidence that the distribution process is complete and that a final accounting may  
26 be approved. Plaintiff shall file a declaration from the Settlement Administrator regarding the completion  
27 of settlement administration activities no later than August 26, 2025, as well as an amended judgment  
28 regarding the distribution of unclaimed residuals to The Justice Gap Fund maintained by The State Bar  
of California.

**IT IS SO ORDERED, ADJUDGED, AND DECREED.**

Dated: 11/18/2024



*Jill Talley*  
Hon. Jill H. Talley  
Sacramento County Superior Court Judge