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

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

11 JOSEPH HOUSLEY, individually, and on
12 behalf of other members of the general public
13 similarly situated;

14 Plaintiff,

15 v.

16 SONRAY SOLAR, INC. DBA SONRAY
17 CONSTRUCTION, a California corporation;
18 and DOES 1 through 100, inclusive;

19 Defendants.

Case No.: 34-2023-00334376-CU-OE-GDS

Assigned for All Purposes to:
Honorable Jill Talley
Department 23

CLASS ACTION

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

Hearing Date: November 15, 2024
Hearing Time: 9:00 a.m.
Hearing Place: Department 23

Complaint Filed: February 7, 2023
FAC Filed: June 23, 2023
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Joseph Housley’s (“Plaintiff”)
2 Motion for Final Approval of Class Action Settlement, and considering the papers submitted in
3 support of the motion, including the Class Action and PAGA Settlement Agreement (“Settlement
4 Agreement,” “Settlement,” or “Agreement”), hereby **FINDS AND ORDERS:**

5 Plaintiff and Defendant SonRay Solar, Inc. dba SonRay Construction (“Defendant”)
6 entered the Settlement Agreement to settle this lawsuit on or about April 5, 2024.

7 The Court entered an order dated July 16, 2024 preliminarily approving the settlement of
8 this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil Procedure section
9 382 and California Rule of Court 3.769, ordering notice to be sent to Class Members, providing
10 Class Members with an opportunity to object to the Settlement or exclude themselves from the
11 Class, and scheduling a Final Approval Hearing.

12 The Court held a Final Approval Hearing to determine whether to give final approval to
13 the Settlement of this lawsuit on November 15, 2024.

14 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
15 (“Order and Judgment”) incorporates the Settlement Agreement. Unless otherwise provided
16 herein, all capitalized terms in this Order and Judgment shall have the same meaning as set forth
17 in the Settlement Agreement.

18 2. Jurisdiction. Because adequate notice has been disseminated and the Class has
19 been given the opportunity to request exclusion, the Court has personal jurisdiction with respect
20 to the claims of all Class Members. The Court has subject matter jurisdiction over this lawsuit,
21 including jurisdiction to approve the Settlement and grants final certification of the Class.

22 3. Final Class Certification. The Court finds that the Class satisfies all applicable
23 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
24 process. The Court certifies the Class consisting of all current and former hourly-paid or non-
25 exempt employees of Defendant within the State of California at any time during the period from
26 February 7, 2019, through October 31, 2023 (“Class,” “Class Members,” and “Class Period”).

27 4. There are seven hundred forty-two (742) Class Members who did not submit valid
28 and timely Requests for Exclusion from the Settlement (“Participating Class Members”).

1 5. Adequacy of Representation. Class Counsel fully and adequately represented the
2 Class for purposes of entering and implementing the Settlement and satisfied the requirements of
3 Code of Civil Procedure section 382.

4 6. Class Notice. The Court finds that the Court Approved Notice of Class Action
5 Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its distribution to
6 Class Members were implemented pursuant to the Settlement and this Court’s Preliminary
7 Approval Order. The Court also finds the Class Notice:

- 8 a. constitutes notice reasonably calculated to apprise Class Members of: (i)
9 pendency of this lawsuit; (ii) material terms and provisions of the
10 Settlement Agreement and their rights; (iii) their right to object to any
11 aspect of the Settlement Agreement; (iv) their right to exclude themselves
12 from the Settlement Agreement; (v) their right to receive settlement
13 payments; (vi) their right to appear at the Final Approval Hearing; and
14 (vii) binding effect of the orders and judgment in this lawsuit on all
15 Participating Class Members;
- 16 b. constitutes notice that fully satisfied the requirements of Code of Civil
17 Procedure section 382, California Rule of Court 3.769, and due process;
- 18 c. constitutes the best practicable notice to Class Members under the
19 circumstances of this lawsuit; and
- 20 d. constitutes notice reasonable, adequate, and sufficient to Class Members.

21 7. Final Settlement Approval. The terms and provisions of the Settlement
22 Agreement have been entered into good faith and are the product of arm’s-length negotiations by
23 experienced counsel who have done a meaningful investigation of the claims. The Settlement
24 Agreement and all its terms and provisions are fully and finally approved as fair, reasonable,
25 adequate, and in the best interests of the Parties. The Parties are hereby directed to implement the
26 Settlement Agreement according to its terms and provisions.

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1 8. Binding Effect. The terms and provisions of the Settlement Agreement and this
2 Order and Judgment are binding on Plaintiff, Participating Class Members, Aggrieved
3 Employees, and their spouses, heirs, registered domestic partners, executors, administrators,
4 successors, and assigns. In addition, those terms shall have res judicata and other preclusive
5 effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf
6 of any such persons to the extent those claims, lawsuits, or other proceedings involve matters
7 that were or could have been raised in this lawsuit and are encompassed by the Released Class
8 Claims and Released Private Attorneys General Act of 2004 (“PAGA”) Claims. The Settlement
9 Agreement will have no binding effect upon, and provide no res judicata preclusion to, those
10 Class Members who have submitted timely requests for exclusion.

11 9. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
12 any action to enforce the terms and provisions of the Settlement Agreement.

13 10. Release by Participating Class Members. Effective on the date when Defendant
14 fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the
15 Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of
16 themselves and their former and present representatives, agents, attorneys, heirs, administrators,
17 successors, and assigns, release the Released Parties from the Released Class Claims.

18 a. Release by Aggrieved Employees. Effective on the date when Defendant
19 fully funds the entire Gross Settlement Amount and funds all employer
20 payroll taxes owed on the Wage Portion of the Individual Class Payments,
21 all Participating and Non-Participating Class Members, who are
22 Aggrieved Employees, are deemed to release, on behalf of themselves and
23 their former and present representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns, the Released Parties from the
25 Released PAGA Claims.

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1 b. Plaintiff’s Release. Effective on the date when Defendant fully funds the
2 entire Gross Settlement Amount and funds all employer payroll taxes
3 owed on the Wage Portion of the Individual Class Payments, Plaintiff and
4 his former and present spouses, representatives, agents, attorneys, heirs,
5 administrators, successors, and assigns generally release and discharge the
6 Released Parties from the Plaintiff’s Release. Furthermore, Plaintiff
7 expressly waives and relinquishes the provisions, rights, and benefits, if
8 any, of section 1542 of the Civil Code.

9 c. Released Parties. The Released Parties include Defendant and each of its
10 past, current, and future parent companies, affiliates, and subsidiaries, and
11 any other persons, corporations, partnerships, or associated entities, as
12 well as the past, current, and future officers, directors, members, agents,
13 employees, insurers, stockholders, and successors and assigns of any of
14 the foregoing.

15 11. Class Representative Service Payment. The Court finds that the Class
16 Representative Service Payment of \$10,000, to be paid by Defendant to Plaintiff, out of the
17 Gross Settlement Amount, to be reasonable and appropriate. The Class Representative Service
18 Payment is to be paid pursuant to the terms and provisions set forth in the Agreement.

19 a. The rationale for making enhancement payments is that the class
20 representatives should be compensated for the expense and risk they
21 incurred in conferring a benefit on the Class. Criteria courts consider
22 include: (i) risk to the class representatives in commencing suit; (ii)
23 notoriety and personal difficulties; (iii) amount of time and effort spent by
24 the class representatives; (iv) duration of the litigation; and (v) personal
25 benefit (or lack thereof) enjoyed by class representatives.

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1 b. The Court reviewed Plaintiff’s declaration outlining his involvement.
2 Given the risks inherent in the services as the class representative, duration
3 of the case and time involved, and benefits created for the Class, the Court
4 approves the payment of the Class Representative Service Payment of
5 \$10,000 to Plaintiff.

6 12. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

7 The Court finds that the Class Counsel Fees Payment of ~~\$805,000~~ ^{Ä Ì Ì È Ì Ì È Ì}, to be paid by Defendant to
8 Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. In
9 addition, the Court finds that the Class Counsel Litigation Expenses Payment as reimbursement
10 for actual litigation costs incurred of \$14,825.97, to be paid by Defendant to Class Counsel out
11 of the Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be
12 paid pursuant to the terms and provisions set forth in the Settlement Agreement. Defendant shall
13 not be required to pay for any other attorneys’ fees and expenses, costs, or disbursements
14 incurred by Class Counsel or any other counsel representing Plaintiff or Class Members.
15 Defendant shall also not be required to pay for any other attorneys’ fees and expenses, costs, or
16 disbursements incurred by Plaintiff or Class Members in connection with or related in any
17 manner to this lawsuit, Settlement Agreement, settlement administration, Released Class Claims,
18 and Released PAGA Claims.

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1 a. The Court has an independent right and responsibility to review the Class
2 Counsel Fees Payment and only award so much as it determines
3 reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004)
4 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of
5 \$805,000 is thirty-five percent (35%) of the common fund created for the
6 benefit of the Class and is supported by use of the percentage-fee method.
7 (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.)
8 Considering the results achieved, financial risk undertaken, difficult nature
9 of this litigation, skills required, percentage fees award in previous and
10 other cases, and contingent fees charged in the marketplace, the Court
11 finds that the Class Counsel Fees Payment is consistent with the
12 marketplace, is reasonable, and is approved.

13 b. The Court reviewed the Declaration of Douglas Han regarding the costs
14 expended. Under the terms of the Settlement, Class Counsel may seek
15 reimbursement of up to \$20,000 in litigation costs. The Court finds that
16 Class Counsel expended \$14,825.97 in litigation costs, and such costs
17 were reasonable. The Court approves the payment of the Class Counsel
18 Litigation Expenses Payment of \$14,825.97 from the common fund for the
19 reimbursement of Class Counsel's litigation costs.

20 13. Administration Expenses Payment. The Court finds that Administration Expenses
21 Payment of \$12,750, to be paid by Defendant to the Administrator out of the Gross Settlement
22 Amount, to be reasonable and appropriate. The Administration Expenses Payment are to be paid
23 pursuant to terms and provisions set forth in the Settlement Agreement.

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1 a. The Court reviewed the declaration of Veronica Olivares from CPT
2 Group, Inc., the Administrator. The Court finds that notice was provided
3 to the Class pursuant to the Preliminary Approval Order, constitutes the
4 best practicable notice to the Class, and satisfied due process. Thus, the
5 Court approves the payment of the Administration Expenses Payment of
6 \$12,750 for the Administrator's services in administering the Settlement.

7 14. PAGA Penalties. The Court finds that the PAGA Penalties of \$150,000, seventy-
8 five percent (75%) of which (\$112,500) will be paid to the California Labor and Workforce
9 Development Agency out of the Gross Settlement Amount and twenty-five percent (25%) of
10 which (\$37,500) will be distributed to Aggrieved Employees, on a pro rata basis, to be
11 reasonable and appropriate. The PAGA Penalties is to be paid pursuant to the terms and
12 provisions set forth in the Settlement Agreement.

13 15. Funding the Gross Settlement Amount. Defendant shall fund the Gross Settlement
14 Amount by transmitting the funds to the Administrator no later than the Effective Date. Within
15 fourteen (14) calendar days after the full funding of the Gross Settlement Amount, the
16 Administrator will mail settlement checks to the appropriate persons and entities.

17 16. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
18 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiff contends the
19 Settlement was the product of arm's-length negotiations following extensive litigation,
20 discovery, and exchange of documentation. The negotiations were facilitated with the aid of Lisa
21 Klerman, an experienced and well-respected mediator.

22 a. The fairness of the Settlement is demonstrated by there being no
23 objections to and no requests for exclusion from the Settlement.

24 b. The fairness of the Settlement is further illustrated by the gross *average*
25 Individual Class Payment being approximately \$1,762.03, and the gross
26 *highest* Individual Class Payment being about \$5,706.85.

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1 17. Uncashed Checks. Participating Class Members and Aggrieved Employees must
2 cash or deposit their settlement checks within one hundred eighty (180) calendar days after the
3 checks are mailed to them by the Administrator. Uncashed settlement checks will be canceled
4 and transmitted to the California Controller’s Unclaimed Property Fund.

5 18. Modification of Settlement Agreement. The Participating Class Members are
6 hereby authorized to agree to and adopt amendments to or modifications of the Settlement
7 Agreement by an express written instrument signed by all Parties or their representatives and
8 approved by the Court. Such amendments or modifications shall be consistent with this Order
9 and Judgment and cannot limit the rights of Participating Class Members under the Settlement.

10 19. Final Accounting and Compliance. The Court sets a compliance hearing for
11 August 1, 2025 in Department 23. At least ^{FI}~~five (5)~~ court days before this hearing, Plaintiff shall
12 file a compliance status report. Pursuant to Code of Civil Procedure section 384, the compliance
13 status report shall specify the total amount paid to Participating Class Members and the residual
14 of the unclaimed settlement funds that will be paid to the entity identified as the recipient of such
15 funds in the Settlement Agreement.

16 20. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
17 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
18 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
19 and for any other necessary purpose, including, without limitation:

- 20 a. enforcing the terms and provisions of the Settlement Agreement and
21 resolving any disputes, claims, or causes of action in this lawsuit that, in
22 whole or in part, are related to or arise out of the Settlement Agreement or
23 this Order and Judgment;
- 24 b. entering such additional orders as may be necessary or appropriate to
25 protect or effectuate this Order and Judgment approving the Settlement
26 Agreement, and permanently enjoining Plaintiff from initiating or
27 pursuing related proceedings, or to ensure the fair and orderly
28 administration of the Settlement Agreement; and

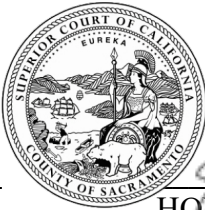
1 c. entering any other necessary or appropriate orders to protect and effectuate
2 this Court's retention of continuing jurisdiction.

3 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
4 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is
5 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

6 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
7 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
8 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
9 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
10 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
11 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
12 THE JUDGMENT THEREON.

13 **IT IS SO ORDERED.**

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15 DATED: 11/18/2024



16 *Jill Talley*
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18 HONORABLE JILL TALLEY
19 SUPERIOR COURT JUDGE
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