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FILED  
ENDORSED  
FEB 21 2020  
By: *N. Smith*

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

12 **THEREASA CARROZZELLA**, individually,  
13 and on behalf of other members of the general  
public similarly situated;

14 **Plaintiff,**

15 vs.

16 **BASALITE CONCRETE PRODUCTS, LLC**,  
17 an unknown business entity; and DOES 1  
through 100, inclusive,

18 **Defendants.**

Case No.: 34-2017-00220214-CU-OB-GDS

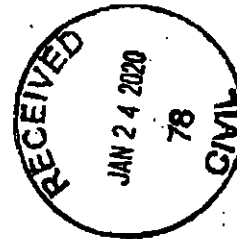
Honorable David De Alba  
Department 41

**CLASS ACTION**

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

Date: February 21, 2020  
Time: 11:00 a.m.  
Department: 41

Complaint Filed: October 6, 2017  
Trial Date: None Set



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

FILED BY FAX

1 This matter has come before the Honorable David De Alba in Department 41 of the above-  
2 entitled Court, located at the Gordon D. Schaber Sacramento County Courthouse, 720 9th Street,  
3 Sacramento, California 95814, on Plaintiff Thereasa Carrozzella's ("Plaintiff") Motion for Final  
4 Approval of Class Action Settlement, Attorneys' Fees, Costs, and Service Payment ("Motion for  
5 Final Approval"). Lawyers for Justice, PC and Protection Law Group LLP appeared on behalf of  
6 Plaintiff and Carothers Disante & Freudenberger LLP appeared on behalf of Defendant Basalite  
7 Concrete Products, LLC ("Defendant").

8 On August 20, 2019, the Court entered the Order Granting Preliminary Approval of Class  
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement  
10 of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class Action  
11 Settlement ("Settlement," "Agreement," or "Settlement Agreement"), which, together with the  
12 exhibits attached thereto, set forth the terms and conditions for settlement of the Action.

13 Having reviewed the Settlement Agreement and duly considered the parties' papers and  
14 oral argument, and good cause appearing,

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

16 1. All terms used herein shall have the same meaning as defined in the Settlement  
17 Agreement and the Preliminary Approval Order.

18 2. This Court has jurisdiction over the claims of the Class Members asserted in this  
19 proceeding and over all parties to the Action.

20 3. The Court finds that the applicable requirements of California Code of Civil  
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect  
22 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification  
23 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is  
24 hereby defined to include:

25 all current and former hourly-paid or non-exempt employees who worked for  
26 Defendant in California at any time from October 6, 2013 to August 20, 2019  
27 ("Class" or "Class Members").  
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1           4.     The Notice of Class Action Settlement ("Class Notice") that was provided to the  
2 Class Members, fully and accurately informed the Class Members of all material elements of the  
3 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek  
4 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,  
5 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of  
6 California, the United States Constitution, due process and other applicable law. The Class Notice  
7 fairly and adequately described the Settlement and provided the Class Members with adequate  
8 instructions and a variety of means to obtain additional information.

9           5.     Pursuant to California law, the Court hereby grants final approval of the Settlement  
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More  
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and  
12 investigation conducted by Lawyers for Justice, PC and Protection Law Group LLP (together,  
13 "Class Counsel"); that the Settlement is the result of serious, informed, adversarial, and arms-  
14 length negotiations between the parties; and that the terms of the Settlement are in all respects fair,  
15 adequate, and reasonable. In so finding, the Court has considered all of the evidence presented,  
16 including evidence regarding the strength of Plaintiff's claims; the risk, expense, and complexity  
17 of the claims presented; the likely duration of further litigation; the amount offered in the  
18 Settlement; the extent of investigation and discovery completed; and the experience and views of  
19 Class Counsel. The Court has further considered the absence of objections to the Settlement, and  
20 that there were only two (2) Requests for Exclusion submitted by Class Members. Accordingly,  
21 the Court hereby directs that the Settlement be affected in accordance with the Settlement  
22 Agreement and the following terms and conditions.

23           6.     A full opportunity has been afforded to the Class Members to participate in the  
24 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been  
25 heard. The Class Members also have had a full and fair opportunity to exclude themselves from  
26 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a  
27 timely and valid Request for Exclusion to the Settlement Administrator ("Settlement Class  
28 Members") are bound by this Final Approval Order and Judgment.

1           7.     The Court finds that payment of Settlement Administration Fee in the amount of  
2 \$8,000 is appropriate for the services performed and costs incurred and to be incurred for the notice  
3 and settlement administration process. It is hereby ordered that the Settlement Administrator,  
4 Phoenix Settlement Administrators, shall issue payment to itself in the amount of \$8,000, in  
5 accordance with the Settlement Agreement.

6           8.     The Court finds that the Service Payment sought is fair and reasonable for the work  
7 performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement  
8 Administrator issue payment in the amount of \$10,000 to Plaintiff for her Service Payment,  
9 according to the terms set forth in the Settlement Agreement.

10          9.     The Court finds that the request for attorneys' fees in the amount of \$656,250 to  
11 Class Counsel falls within the range of reasonableness, and the results achieved justify the award  
12 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and  
13 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the  
14 amount of \$656,250 for attorneys' fees, in accordance with the Settlement Agreement, as follows:  
15 \$393,750 to Lawyers for Justice, PC and \$262,500 to Protection Law Group LLP.

16          10.    The Court finds that reimbursement of actual litigation costs and expenses in the  
17 amount of \$34,574.54 to Class Counsel is reasonable, and hereby approved. It is hereby ordered  
18 that the Settlement Administrator issue payment in the amount of \$34,574.54 to Class Counsel for  
19 reimbursement of actual litigation costs and expenses, in accordance with the Settlement  
20 Agreement, as follows: \$10,301.18 to Lawyers for Justice, PC and \$24,273.36 to Protection Law  
21 Group LLP.

22          11.    The Court hereby enters Judgment by which Settlement Class Members shall be  
23 conclusively determined to have given a release of any and all Released Claims against the  
24 Released Parties, as set forth in the Settlement Agreement and Class Notice.

25          12.    It is hereby ordered that Defendant shall fund the Settlement within thirty (30)  
26 business days after the Effective Date, in accordance with the methodology and terms set forth in  
27 the Settlement Agreement.

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13. It is hereby ordered that the Settlement Administrator shall distribute Individual Settlement Payments to Settlement Class Members within ten (10) business days of Defendant's funding of the Maximum Settlement Amount, in accordance with the methodology and terms set forth in the Settlement Agreement.

14. It is ordered that funds associated with any and all Individual Settlement Payment checks issued to Settlement Class Members that have not been cashed or deposited within one hundred eighty (180) calendar days from the date on which the checks are issued, shall be transmitted to Legal Aid at Work.

15. After entry of this Final Approval Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

16. Notice of entry of this Final Approval Order and Judgment shall be given to the Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix Settlement Administrators' website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

Dated: 2/21/2020



*[Handwritten Signature]*  
HONORABLE DAVID DE ALBA  
JUDGE OF THE SUPERIOR COURT