

1 Joseph Lavi, Esq. (SBN 209776)  
jlavi@lelawfirm.com  
2 Vincent C. Granberry, Esq. (SBN 276483)  
vgranberry@lelawfirm.com  
3 Melissa A. Huether, Esq. (SBN 316604)  
mhuether@lelawfirm.com  
4 **LAVI & EBRAHIMIAN, LLP**  
8889 W. Olympic Blvd., Suite 200  
5 Beverly Hills, California 90211  
Telephone: (310) 432-0000  
6 Facsimile: (310) 432-0001

**FILED**  
Superior Court of California  
County of Los Angeles  
**05/24/2022**

Sherri R. Carter, Executive Officer / Clerk of Court  
By:           A. Morales           Deputy

7 Attorneys for Plaintiff ALFREDO ANGULO,  
on behalf of himself and others similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

10 ALFREDO ANGULO, on behalf of himself and  
11 others similarly situated,

Case No.: 19STCV10957

12 **PLAINTIFF,**

**CLASS ACTION**

13 vs.

[Assigned for all purposes to the Hon. Amy D.  
Hogue., Dept. SSC-7]

14 FIVE STAR PLASTERING; FIVE STAR  
15 PLASTERING, INC.; and DOES 1 to 100,  
inclusive,

**~~PROPOSED~~ JUDGMENT AND ORDER  
GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

16 **DEFENDANTS.**

Hearing Information:

Date: May 24, 2022

Time: 11:00 a.m.

Dept: SSC7

1 Plaintiff Alfredo Angulo (“Plaintiff”) Motion for Final Approval of Class Action Settlement  
2 and Motion for Award of Attorneys’ and Costs with Defendant Five Star Plastering, Inc. (erroneously  
3 sued as Five Star Plastering) (“Defendant”) came before this Court on May 24, 2022 at 11:00 a.m. in  
4 Department SSC7 of Los Angeles County Superior Court, Spring Street Courthouse located at 312  
5 North Spring Street, Los Angeles, CA 90012. Having received and considered the amended Joint  
6 Stipulation for Class Action and PAGA Settlement and Release (“Settlement”), Plaintiff’s Motion for  
7 Final Approval of Class Action Settlement, the supporting papers filed by the Parties, the declaration  
8 of Taylor Mitzner on behalf of Phoenix Settlement Administrators and the evidence and argument  
9 received by the Court in conjunction with the Motion for Preliminary Approval of Class Action  
10 Settlement and Documents thereto, the Court grants final approval of the Settlement and HEREBY  
11 ORDERS AND MAKES THE FOLLOWING DETERMINATION:

12 1. This Court has jurisdiction over the subject matter of the action and over the Parties,  
13 including all members of the settlement class.

14 2. The Court finds that the Class (defined below) is properly certified as a class for  
15 settlement purposes only:

16 all persons who worked for Defendant as non-exempt employees in the  
17 State of California at any time during the period March 29, 2015,  
18 through April 19, 2021.

19 3. The Court appoints Plaintiff Alfredo Angulo as Class Representative for settlement  
20 purposes only.

21 4. The Court appoints Joseph Lavi, Esq., Vincent C. Granberry, Esq., and Melissa A.  
22 Huether, Esq. of Lavi & Ebrahimian, LLP as Class Counsel for settlement purposes only.

23 5. The notice provided to the class members conforms with the requirements of  
24 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules  
25 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable  
26 law, and constitutes the best notice practicable under the circumstances, by providing individual  
27 notice to all class members who could be identified through reasonable effort, and by providing due  
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1 and adequate notice of the proceedings and of the matters set forth therein to the other class members.  
2 The notice fully satisfied the requirements of due process.

3 6. The Court finds the settlement was entered into in good faith, that the settlement is  
4 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable  
5 requirements for final approval of this class action settlement under California law, including the  
6 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule  
7 3.769.

8 7. The Settlement Agreement is not an admission by Defendant or by any other released  
9 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant  
10 or any other released party. Neither this Order, the Settlement, nor any document referred to herein,  
11 nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission  
12 of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or  
13 any of the other released parties.

14 8. No Class Members have objected to the terms of the Settlement.

15 9. No Class Members have requested exclusion from the Settlement.

16 10. Within ten (10) calendar days following the Effective Date, Defendant shall provide  
17 the Gross Settlement Amount and an amount sufficient to pay employer's share of payroll taxes with  
18 respect to the wages portion of the Settlement Shares to the Settlement Administrator. Within fifteen  
19 (15) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator  
20 will pay (a) to Participating Class Members, their Individual Settlement Payments and to Aggrieved  
21 Employees, their Individual PAGA Payments; (b) to Plaintiff, the Service Payment, as approved by  
22 the Court; (c) to Class Counsel, their Attorneys' Fees and Costs, as approved by the Court; (d) to the  
23 Settlement Administrator, the Settlement Administration Expenses, as approved by the Court; and (e)  
24 to the LWDA, the LWDA Payment.

25 11. In addition to any recovery that Plaintiff may receive under the Settlement, and in  
26 recognition of the Plaintiff's efforts on behalf of the settlement class, the Court hereby approves the  
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1 payment from the Gross Settlement Amount of a Service Payment to Plaintiff in the amount of ~~Eight~~ <sup>Eight</sup>  
2 ~~Thousand Nine Hundred Dollars and Zero Cents (\$8,900.00).~~ <sup>Thousand Nine Hundred Dollars and Zero Cents (\$9,000.00).</sup>

3 12. The Court approves the payment from the Gross Settlement Amount of attorneys' fees  
4 to Class Counsel in the sum of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00),  
5 and the reimbursement of litigation expenses in the sum of Ten Thousand Dollars and Zero Cents  
6 (\$10,000). Both are reasonable amounts. The reasonableness of the fee award is determined based on  
7 a reasonable percentage of a common fund obtained for the class. The court also has considered the  
8 lodestar amount. Awarding fees on a percentage basis encourages efficient litigation practices and  
9 reflects the actual benefit obtained for the class.

10 13. The Court approves and orders payment from the Gross Settlement Amount in the  
11 amount of Nine Thousand Dollars and Zero Cents (\$9,000.00) to Phoenix Settlement Administrators  
12 for performance of settlement administration services.

13 14. The Court approves and orders payment from the Gross Settlement Amount in the  
14 amount of Thirty Thousand Dollars and Zero Cents (\$30,000.00) attributed to the resolution of the in  
15 connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et*  
16 *seq.*, "PAGA") claims ("PAGA Payment"). The amount of Twenty-Two Thousand Five Hundred  
17 Dollars and Zero Cents (\$22,500.00) is to be paid to the California Labor and Workforce  
18 Development Agency ("LWDA"). The amount of Seven Thousand Five Hundred Dollars and No  
19 Cents (\$7,500.00) shall be distributed to Aggrieved Employees who worked during the PAGA Period.

20 15. Settlement checks issued to Participating Class Members remaining uncashed after  
21 one hundred and eighty (180) from the date of issuance of the check will be voided. All funds from  
22 uncashed checks shall be distributed to the State of California Controller pursuant to the Unclaimed  
23 Property Law, Code of Civil Procedure Section 1500, *et seq.* with the identity of the Participating  
24 Class Member or Aggrieved Employee to whom the funds belong, to be held for the Participating  
25 Class Member pursuant to the California Unclaimed Property Law.

26 16. Upon the date the Court enters a judgment order granting final approval of the  
27 Settlement and upon full funding of the Gross Settlement Amount, all Class Members who do not  
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1 timely submit a valid Request for Exclusion do and will be deemed to have fully, finally, and forever  
2 released, settled, compromised, relinquished and discharged any and all of the Released Parties of  
3 and from any and all claims and causes of action that were asserted or reasonably could have been  
4 asserted against Five Star and all of Five Star's current or former parent companies, subsidiary  
5 companies and/or related companies, partnerships, joint ventures, and/or staffing agencies, customers,  
6 and, with respect to each of them, all of their and/or such related entities' predecessors and successors,  
7 and, with respect to each such entity, all of its past, present, and future employees, direct and/or  
8 indirect officers, partners, principals, members, managers, consultants, directors, stockholders,  
9 owners, including but not limited to Tom Blythe, representatives, assigns, attorneys, agents, insurers,  
10 employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such  
11 programs), and any other persons acting by, through, under, or in concert with any of the persons or  
12 entities listed herein, and their successors ("Released Parties") in the Operative Complaint, as well as  
13 any claims that could have been asserted in the Action based on the facts, legal theories, or causes of  
14 action alleged in the Operative Complaint and any actual or proposed amendment thereto, including  
15 but not limited to: (a) failure to pay minimum wages for all hours worked; (b) failure to pay overtime  
16 wages for all time worked at overtime rate; (c) failure to include all remuneration when calculating  
17 the overtime rate of pay; (d) failure to provide compliant meal breaks and to provide premium pay in  
18 lieu thereof; (e) failure to provide compliant rest breaks and to provide premium pay in lieu thereof;  
19 (f) failure to provide complete, accurate, or properly formatted wage statements; (g) waiting time  
20 penalties; (h) unfair business practices claims; (i) PAGA as to said claims and facts alleged in the  
21 Operative Complaint; (j) any other claims or penalties under the wage and hour laws pleaded in the  
22 Operative Complaint; and (k) all damages, penalties, interest and other amounts recoverable under  
23 said causes of action or legal theories of relief under California and federal law, to the extent  
24 permissible, including but not limited to the California Labor Code, the applicable Wage Orders, and  
25 the California Business and Professions Code section 17200, *et seq.* ("Released Class Claims") during  
26 the Class Period. The Released Claims include all claims for compensatory, consequential,  
27 incidental, liquidated, punitive, and exemplary damages; restitution; interest; costs and fees;

1 injunctive or equitable relief; and any other remedies available at law or equity for the time period  
2 from March 29, 2015, through April 19, 2021.

3 17. Upon the date the Court enters a judgment order granting final approval of the  
4 Settlement and upon full funding of the Gross Settlement Amount, each Aggrieved Employee hereby  
5 fully, finally, and forever releases and discharges each and every one of the Released Parties from all  
6 PAGA claims, arising in whole or in part, during the PAGA Period, which in any manner: (a) derive  
7 from any of the foregoing Released Class Claims; or (b) in any manner arise out of any of the other  
8 facts or legal theories alleged or asserted in: (i) the Action, whether formally raised in the operative  
9 complaint or (ii) Plaintiff's PAGA letter to the LWDA on March 27, 2019 letter ("Released PAGA  
10 Claims").

11 18. This Court shall retain jurisdiction with respect to all matters related to the  
12 administration and consummation of the settlement, and any and all claims, asserted in, arising out  
13 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the  
14 settlement and the determination of all controversies relating thereto.

15 19. The settlement administrator shall file a final report by Ø`àl` æ` ÁG ÊAGGH  
16 indicating the disbursements were made pursuant to the settlement.

17 20. A Non-Appearance Case Review regarding distribution of the settlement funds is set  
18 for T æ&@ÆGCH at FECEÁ a.m./p.m. in Department SSC7 of the above-  
19 captioned Court.

20 **IT IS SO ORDERED.**

21 Dated: 05/24/2022



**Amy D. Hogue**

Amy D. Hogue / Judge  
Hon. Amy D. Hogue  
Judge of the Superior Court