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Abraham H. Tang, Bar No. 186334  
LAW OFFICE OF ABRAHAM TANG  
500 N. State College Blvd., Suite 1100  
Orange, CA 92868  
Telephone: 714-919-4411  
Attorneys Larry Gilbert Reyes,  
Plaintiff and Class Representative

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

SEP 28 2020

S. Salazar

SM2

SEP 29 2020

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE, CIVIL COMPLEX DEPT.

LARRY GILBERT REYES,

Plaintiff. and class members,

v.

PAULEY CONSTRUCTION, INC., PAULEY  
CONSTRUCTION, LLC and DOES 1 through  
150, inclusive,

Defendant.

Case No. RIC 1802484

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

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



1 This matter came for hearing on September 3, 2020, at 8:30 a.m., wherein this Court granted  
2 Plaintiff's unopposed Motion for Final Approval of Class Action Settlement and Private Attorney  
3 General Act (PAGA) Settlement. The Court has considered the Class Action Settlement Agreement,  
4 and Amendments 1 and 2 of the Class Action Settlement Agreement (collectively, the "Settlement  
5 Agreement"), in the above-referenced Action, the record in the Action, and the arguments and  
6 authorities of counsel.

7 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

8 1. The Court, for the purposes of this Judgment, Final Order and Decree (the "Judgment  
9 and Order") adopts the terms and conditions set forth in the Settlement Agreement, as amended.  
10 Throughout this Judgment and Order, the capitalized words are given the same meaning ascribed in  
11 the Settlement Agreement.

12 2. The Court has jurisdiction over the subject matter of this litigation and over all Parties  
13 to the Action and members of the Class. The Parties to this Action are Plaintiff Larry Gilbert Reyes  
14 ("Plaintiff") and Defendant Pauley Construction, ("Defendant") (collectively, "the Parties").

15 3. The Court finds that the notice to the Class of this settlement pursuant to the order  
16 granting Preliminary Approval: (i) constituted the best practicable notice; (ii) constituted notice that  
17 was reasonably calculated under the circumstances to apprise Class Members of the pendency of the  
18 Action, their right to object to or exclude themselves from the proposed Settlement Agreement and  
19 their right to appear at the Final Approval Hearing; (iii) was reasonable and constituted due,  
20 adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable  
21 requirements of the California Code of Civil Procedure, the California and United States  
22 Constitutions (including the Due Process Clause), the California Rules of Court, and any other  
23 applicable law.

24 4. The Settlement Agreement was reached after arm's-length negotiations between the  
25 Parties and is fair, reasonable, and adequate, consistent and in compliance with all the applicable  
26 requirements of the California Code of Civil Procedure, the California and United States  
27 Constitutions (including the Due Process Clause), the California Rules of Court and any and all other  
28



1 applicable laws, and is in the best interest of each of the Parties and the Class Members. The Parties  
2 entered into the Settlement Agreement solely for the purpose of compromising disputed claims and  
3 that nothing in the Settlement Agreement is an admission of liability or wrongdoing by Defendant or  
4 any of the Released Parties.

5 5. The Court finds that Class Member Daniel Scott timely and validly opted out of the  
6 Class Settlement before the Exclusion Deadline, in not a Settlement Class Member, and is the only  
7 Class Member who will not be bound by the terms of the Settlement Agreement.

8 6. No objections were filed by Class Members.

9 7. This Court now finds and concludes for purposes of Settlement only that:

- 10 a. all members of the Class are so numerous that joinder of all Class Members in  
11 the Action is impracticable;  
12 b. there are questions of law and fact common to the Class which, as to the  
13 settlement and related matters, predominate over any individual questions;  
14 c. the claims of Plaintiff are typical of the claims of the Class Members; and  
15 d. Plaintiff and Class Counsel can and have fairly and adequately represented and  
16 protected the interests of the Class Members.

17 8. The Class is defined per the terms of the Settlement Agreement.

18 9. The Action (including all individual claims, PAGA claims, and class claims presented  
19 thereby) is dismissed on the merits with prejudice and without costs to any party (except as otherwise  
20 provided in the Settlement Agreement).

21 10. In accordance with the terms of the Settlement Agreement approved by the Court, by  
22 this Judgment, in not having excluded themselves from the Class, all Settlement Class Members  
23 hereby release and discharge, for the time period from February 2, 2014, through March 11, 2020,  
24 Defendant and Pauley Construction, Inc., and all of their officers, directors, governors, employees,  
25 agents, and other persons acting on behalf of an employer as such persons are defined pursuant to  
26 Labor Code sections 558 and 558.1 (collectively, the "Released Parties") from any and all claims,  
27 rights, demands, liabilities and causes of action of every nature and description, whether known or  
28



1 unknown, that were or could have been brought based on the facts or claims alleged in any version of  
2 the Complaint(s) filed in this Action on behalf of Class Members. The claims released by the  
3 Settlement Class Members include, but are not limited to, statutory, constitutional, contractual or  
4 common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages,  
5 interest, attorneys' fees, litigation costs, restitution, or equitable relief, arising out of or based upon  
6 the following categories of allegations regardless of the forum in which they may be brought, to the  
7 fullest extent such claims are releasable by law: (a) all claims for failure to pay minimum or overtime  
8 wages based on the facts or claims alleged in the Complaint(s) in the action; (b) any and all claims for  
9 recordkeeping or pay stub violations, failure to timely pay wages upon separate and all waiting time  
10 penalties; (c) any and all claims for failure to reimburse for business expenses under Labor Code  
11 Section 2802 based on the facts or claims alleged in the Complaint(s) in the action; (d) any and all  
12 claims for failure to provide meal periods or rest breaks; (e) and all other civil and statutory penalties,  
13 including those recoverable under the Private Attorney General Act at Labor Code Section 2698 et  
14 seq. based on the facts or claims alleged in the Complaint(s) in the action. The released claims  
15 include without limitation claims meeting the above definition(s) under any and all applicable  
16 statutes, including without limitation any provision of the California Labor Code; California Business  
17 & Professions Code Sections 17200 et seq. based on the facts or claims alleged in the Complaint(s) in  
18 the action; and any provision of the applicable California Industrial Welfare Commission Wage  
19 Orders based on the facts or claims alleged in the Complaint(s) in the action. As to the foregoing  
20 release of Released Claims only, the release includes a waiver of unknown claims in accordance with  
21 the provisions of California Civil Code Section 1542, which provides: "A GENERAL RELEASE  
22 DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES  
23 NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF  
24 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
25 MATERIALLY AFFECTS HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED  
26 PARTY."



a. *In accordance with CMO paragraph K.1., Phoenix Claims Administration Solutions shall give notice to the class members of the entry of judgment. Notice of the entry of judgment shall be posted by Phoenix Claims Administration Solutions' website (e.g., <http://www.phoenixclassaction.com/class-action-lawsuits/judgments/>) for a period of at least 30 days. This posting shall provide the requisite notice of the Judgment to the Class Members and satisfy the requirements of California Rules of Court Rule 3.771(b). Alternatively, Phoenix Claims Administration Solutions shall serve by U.S. mail notice of entry of judgment to each class member, not to exceed \$100, which shall be paid from the Gross Distribution Fund.*

11. The Parties agree in good faith to undertake any necessary actions to effectuate the Final Judgment and Order.

12. The Court hereby grants Plaintiffs' attorneys' request for an award of reasonable attorneys' fees in the amount of \$133,333.33. These attorneys' fees shall be paid in accordance with the terms of the Settlement Agreement.

13. The Court further grants Plaintiff's' attorneys request for reimbursement of litigation expenses in the amount of \$11,199.29 to Class Counsel. These costs shall be paid to Class Counsel in accordance with the terms of the Settlement Agreement.

14. The Court hereby grants the request for the Class Representative services award of \$5,000.00 to Plaintiff. This Class Representative service award shall be paid to Plaintiff in accordance with the terms of the Settlement Agreement.

15. The Court hereby grants the request for \$7,000.00 to Phoenix Class Action Administration Solutions for the cost of the settlement administration in this matter. These administration costs shall be paid in accordance with the terms of the Settlement Agreement.

16. Payments to the Settlement Class Members and the LWDA shall be calculated and made in accordance with the terms of the Settlement Agreement.

17. Without affecting the finality of the Final Judgment and Order, the Court shall retain continuing jurisdiction over the Action and the Parties and Class, and the administration and



1 enforcement of the Settlement Agreement. Any disputes or controversies arising with respect to the  
2 interpretation, consummation, enforcement, or implementation of the Settlement Agreement shall be  
3 presented by Motion to the Court; provided however, that nothing in this paragraph shall restrict the  
4 ability of the Parties to exercise their rights under paragraphs 1 through 16, above.

5 18. A Status Conference regarding final distribution of the settlement funds is hereby set for  
6 Wednesday, January 13, 2021 at 8:30 a.m. in Department 6. Five court days in advance of the Status  
7 Conference, Plaintiff's counsel shall submit a report to the Court regarding distribution of the  
8 settlement funds.

- 9 a. Pursuant to CMO paragraph K.2.a., the Court orders that, in accordance with  
10 paragraph 11.3 of the Class Action Settlement Agreement, any checks or other cash  
11 residue not negotiated within 180 days from the date initially mailed by Phoenix Class  
12 Action Administration Solutions, Phoenix Class Action Administration Solutions shall  
13 tender those sums to the State Controller's Office, Unclaimed Property Division. In  
14 such event, the affected Settlement Class Members' release of Released Claims will  
15 remain binding upon them.
- 16 b. Pursuant to CMO paragraph K.2.b., Phoenix Class Action Administration Solutions  
17 shall file a report in the form of a declaration with personal knowledge of the facts,  
18 and shall describe (i) the date the checks were mailed, (ii) the total number of checks  
19 mailed to class members, (iii) the average amount of those checks, (iv) the number of  
20 checks that remain uncashed, (v) the total value of those uncashed checks, (vi) the  
21 average amount of the uncashed checks, and (vii) the nature and date of the disposition  
22 of those unclaimed funds. The deadline for filing a report concerning uncashed checks  
23 or other cash residue shall be 300 days from the Effective Date of the Settlement.

24  
25 **IT IS SO ORDERED AND FINAL JUDGMENT IS HEREBY ENTERED.**  
26  
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28



1  
2 DATED: Sept 28, 2020

Sharon Sykes  
The Hon. ~~Sunshine~~ Sykes  
Judge of the Superior Court