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on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

FERNANDO SORIANO, an individual,
on behalf of himself and all others
similarly situated,

Plaintiff,

v.

ROBERTSON'S READY MIX, LTD., a
California Limited Partnership; and DOES
1-50 inclusive,

Defendants.

Case No. 30-2019-01045061-CU-OE-CXC

*Assigned For All Purposes to Hon. James Di
Cesare, Department C16 (reassigned from the
Hon. William Claster effective 01/04/2021).*

**[AMENDED PROPOSED] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
JUDGMENT**

[Related to ROA # 166 & 186]

Date: February 19, 2021
Time: 9:30 AM
Dept.: C16

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

FEB 19 2021

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

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FINAL JUDGMENT

This Court, having granted Plaintiff's Motion for Final Approval of Class Action Settlement and PAGA Settlement and having granted final approval of the Stipulation of Settlement and Release to settle class action ("Settlement") between Plaintiff and Defendant in the above-entitled case, and due and adequate notice having been given to the Class Members as required by the Court's orders,

HEREBY ENTERS JUDGMENT AS FOLLOWS:

1. Pursuant to Rule 3.769(h) of the California Rules of Court, the Court hereby enters judgment consistent with and as expressly set forth in the terms of the Settlement, in the above-entitled case for Plaintiff Fernando Soriano, and the Class Members who did not exclude themselves from the Settlement and who are identified in the class lists that Defendants provided to the Settlement Administrator. A copy reciting all of the terms of the Settlement can be found by accessing this case through the Superior Court of California, County of Orange website (www.occourts.org), attached Document No. 103 (*Declaration of Jennifer Kramer in Support of Motion for Order Preliminarily Approving Class Settlement, Exhibit A (Stipulation of Settlement and Release)*) and Document No. 146 (*Supplemental Declaration of China R. Rosas in Support of Motion for Order Preliminarily Approving Class Settlement, Exhibit A (Amendment to Stipulation of Settlement and Release)*).

2. Except as noted below, the Class Members bound by this Judgment include any and means all persons who are employed or who have been employed by Defendant Robertson's Ready Mix, Ltd. ("Defendant") in the position of non-exempt mechanic at Defendant's "Redlands" repair shop located at 27401 E. 3rd Street, Highland, California 92346 between January 18, 2015 to September 1, 2020 (the date of preliminary approval of the Settlement).

3. The Class Members do not include the person who timely and properly filed a request exclusion from the Settlement. The name of the individuals who opted out of the settlement are zero (0).

4. The Court further adjudges and decrees that the Class Members (other than those listed in Paragraph 3, above, who timely requested to be excluded from the Settlement) and each

1 of them, fully and finally release and forever discharge the Settlement Class Members'
2 Released Parties (as that term is defined in the Settlement), from any and all claims, rights,
3 demands, liabilities of every nature and description within the scope of or arising from the
4 allegations of the first through fifth, ninth, twelfth and thirteenth causes of action in the Lawsuit
5 (and all amendments thereto), and specifically, all claims for: (a) failure to pay wages, including
6 unpaid minimum wages and overtime premium pay; (b) failure to provide meal and/or rest
7 periods in accordance with applicable law, including payments for non-compliant meal and/or
8 rest periods and alleged non-payment of wages for meal periods worked and not taken; (c) failure
9 to timely pay wages, both during employment and upon termination and/or resignation of
10 employment; (d) failure to provide accurate itemized wage statements; and (e) civil and statutory
11 penalties as it relates to the allegations of the first through fifth, ninth, and twelfth (but only to the
12 extent the twelfth cause of action relates to class claims) and thirteenth causes of action in the
13 Lawsuit (and all amendments thereto), including those recoverable under the Private Attorneys
14 General Act, California Labor Code sections 2698, *et seq.* ("PAGA") arising during the period
15 from January 18, 2015 to the date of this Order. The Settlement Class Members' Released
16 Claims include without limitation claims meeting the above definition(s) under any and all
17 applicable statutes, including without limitation California Labor Code §§ 96 through 98.2, *et*
18 *seq.*; the California Payment of Wages Law, California Labor Code §§ 200, *et seq.*, and §§ 201-
19 204, 208, 218, 218.5, 221, 224, 226(a), and 226.7 in particular; California Labor Code §§ 300, *et*
20 *seq.*; California Labor Code §§ 400, *et seq.*; California Working Hours Law, California Labor
21 Code §§ 500, *et seq.*, and §§ 510 and 512 in particular; California Labor Code §§ 1194, 1194.2
22 and 1197; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code
23 §§ 17200, *et seq.*; PAGA; California Civil Procedure Code § 1021.5; and any other provision of
24 the California Labor Code or any applicable California Industrial Welfare Commission Wage
25 Orders, in all of their iterations, except for certain individual claims of Plaintiff which were not
26 released as part of the Settlement. All Settlement Class Members (other than those listed in
27 Paragraph 3, above, who timely requested to be excluded) are hereby forever barred and enjoined
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1 from prosecuting any of the claims set forth above and consistent with the Settlement against any
2 of the Settlement Class Members' Released Parties (as that term is defined in the Settlement).

3 5. The Settlement is not an admission by Defendant or any of the other Settlement
4 Class Members' Released Parties, nor is this Judgment a finding, of the validity of any claims in
5 the Action or of any wrongdoing by Defendant or any of the other Settlement Class Members'
6 Released Parties. Neither this Judgment, the Settlement, any document referred to in the
7 Settlement, nor any action taken to carry out the Settlement is, may be construed as, or may be
8 used as an admission by or against Defendant or any of the other Settlement Class Members'
9 Released Parties of any fault, wrongdoing, or liability whatsoever. The entering into or carrying
10 out of the Settlement, and any related negotiations or proceedings, shall not in any event be
11 construed as, or deemed to be evidence of, an admission or concession with regard to the denials
12 or defenses by Defendant or any of the other Settlement Class Members' Released Parties and
13 shall not be offered in evidence in any action or proceeding against Defendant or any of the other
14 Settlement Class Members' Released Parties in any court, administrative agency, or other
15 tribunal for any purpose whatsoever other than to enforce the provisions of this Judgment, the
16 Settlement, or any related agreement or release. Notwithstanding these restrictions, any of the
17 Settlement Class Members' Released Parties may file in the Action or in any other proceeding
18 the Judgment, Settlement, or any other papers and records on file in the Action as evidence of the
19 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of
20 claim or issue preclusion or similar defense as to any of the claims set forth in Paragraph 4,
21 above.

22 6. The Court grants final approval of \$61,285.09 from the Maximum Settlement
23 Amount to be distributed to the Settlement Class Members pursuant to the terms of the Settlement
24 (which includes the unused \$2,910.50 in potential case-related costs allocated but not awarded to
25 Class Counsel and the 25% California Private Attorneys General Act, California Labor Code
26 section 2699, et seq., ("PAGA") allocation of \$561.25) per the terms of the proposed settlement
27 agreement.
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1 7. The Court grants final approval of the allocation of \$2,245 from the Maximum
2 Settlement Amount for the release of claims under the PAGA, which will be distributed as
3 follows: 75% of the apportioned PAGA settlement (\$1,683.75) will be paid to the California
4 Labor Workforce Development Agency and the remaining 25% (\$561.25) will be divided equally
5 among the Class Members and included in the Individual Settlement Payments.

6 8. The Court approves attorneys' fees to Plaintiff's counsel in the amount of
7 \$36,666.66 (with the total attorney's fees awarded split in a manner proportionate to actual work
8 performed which is 30% payable to Jennifer Kramer Legal, APC and 70% payable to Law Office
9 of China R. Rosas) and litigation costs in the amount of \$2,089.50. The Court finds the
10 attorneys' fees reasonable under the circumstances of this case in light of the procedural history,
11 the work performed, the result obtained for the class, the complexity of the issues and risks
12 involved, and the billing records and other evidence submitted in support of the motion reflecting
13 the amount of work performed by counsel on the case.

14 9. The Court awards Plaintiff Fernando Soriano an enhancement of \$1,500.

15 10. The Court will approve costs for administration in the amount of \$6,775.

16 11. Plaintiff's counsel is to submit a copy of the Final Order and Judgment to the
17 LWDA within 10 days after entered by this Court. (Lab. Code § 2699(1)(3).)

18 12. Pursuant to CCP § 384(b), Plaintiff shall submit to the Court a final report on or
19 before 10/10/, 2021 as to the actual amounts paid to class members and other amounts
20 distributed pursuant to the settlement. Upon receiving the report, the Court will determine

21 whether further reports and/or a hearing will be necessary. *POST APPROVAL ACCOUNTING*
22 *HEARING 11/5/21 (APC). IT GIVE NOTICE CRC, COPE, COURT ORDER.*

23 13. Pursuant to California Code of Civil Procedure section 664.6 and Rule 3.769(h) of
24 the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this
25 action, the Class Representatives, the Class Member, and Defendant for the purposes of the
26 enforcement of the terms of this Judgment, the interpretation, implementation and enforcement of
27 the Settlement, and the enforcement of all orders entered in connection with the Settlement.

28 14. The Settlement Administrator shall post a copy of this signed judgment for thirty

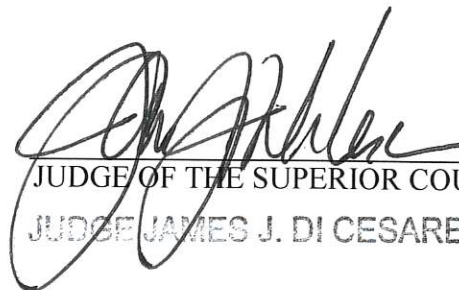
1 (30) calendar days on its website in compliance with Rule 3.771(b) of the California Rules of
2 Court in order to provide notice to the Class Members of this Judgment.

3 15. This Judgment is issued in accordance with the terms of the Settlement and neither
4 abridges nor expands the parties' rights under the Settlement.

5 16. This Judgment is intended to be a final disposition of the above-entitled action in
6 its entirety, and it is intended to be immediately appealable.
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8 **IT IS SO ORDERED.**

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10 Dated: 2/19/2021


JUDGE OF THE SUPERIOR COURT
JUDGE JAMES J. DI CESARE