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**ORDER AND JUDGMENT FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

This matter came before the Honorable Judge Monica Bachner in Department 71 of the above-entitled Court on March 30, 2023, for Plaintiff’s motion for final approval of class and PAGA settlement.

The Court, having considered the papers submitted in support of the Motion for Final Approval, and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. All terms used herein shall have the same meaning as defined in the Second Amended Class Action and PAGA Settlement Agreement and Release (the “Settlement Agreement”).

2. The Court finds that the Class Members shall mean 388 persons who make of the class of all employees who worked as hourly construction workers for Defendant, in the State of California, during the Class Period of October 26, 2016 through October 13, 2022 (the date of preliminary approval.)

3. This Court has jurisdiction over the subject matter of this action and over all Parties thereto, including all Participating Settlement Employees.

4. The Court finds that the Settlement Class is properly certified as a class for settlement purposes only.

5. The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members.

6. The Class Notice fully satisfied the requirements of due process.

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

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

9. One Settlement Class Members has requested exclusion from the Settlement Class.

10. Upon entry of this Order, payment to the Participating Class Members shall be effectuated pursuant to the terms of the Settlement Agreement.

11. In addition to any recovery that the Plaintiff may receive under the Settlement as a Settlement Employee, and in recognition of Plaintiff's efforts on behalf of the Settlement Class and PAGA Employees, the Court hereby approves the payment of a service fee award to Plaintiff Edgar Montes in the amount of \$20,000.

12. The Court approves the payment of attorneys' fees to Class Counsel in the sum of \$161,700, which shall be paid to Class Counsel, Hamner and Garay.

13. The Court also approves reimbursement of the total combined sum of \$10,901.20 in litigation expenses, which shall be paid to attorneys Hamner and Garay, pursuant to the terms of the Settlement Agreement.

14. The Court approves and orders payment in the amount of \$9,000 to Phoenix Class Action Solutions for performance of its settlement administration services, pursuant to the terms of the Settlement Agreement.

15. The Court approves the settlement of claims under the Labor Code Private Attorneys General Act of 2004 (California Labor Code section 2698 et seq.) in the total amount of \$20,000. The Court orders payment in the amount of \$15,000 to the State of California Labor and Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys General Act of 2004 (California Labor Code section 2698 et seq.). The remaining \$5,000 shall be distributed to the PAGA class.

16. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give notice of this final Order and Judgment to all Settlement Class Members through the website established by the Settlement Administrator for this Settlement.

17. Upon the Effective Date, Plaintiff and Participating Class Members release the Released Parties from the Released Class Claims. Released Class Claims means:

All wage and hour claims, rights, demands, liabilities and causes of action of every nature and description related to the claims litigated in the Action, or claims that were or could have been brought as part of the Action against Defendant, including without limitation statutory, constitutional, contractual or common law claims for wages,

1 damages, unpaid costs, penalties, liquidated damages, punitive damages, interest,
2 restitution, equitable relief, or any other relief, including, but not limited to, claims
3 based on the following categories of allegations during the Class Period: (a) all claims
4 for unpaid overtime; (b) all claims for meal and rest period violations; (c) all claims for
5 unpaid minimum wages; (d) all claims for failure to timely pay wages upon termination
6 (e) all claims for failure to timely pay wages during employment; (f) all claims for
7 failure to pay wages; (g) all claims for failure to provide accurate, itemized, or otherwise
8 proper wage statements; (h) all claims for failure to reimburse business expenses; (i) all
9 claims asserted through California Labor Code sections 2699 *et seq.* (the Private
10 Attorneys General Act of 2004 (“PAGA”) arising out of the aforementioned claims); (j)
11 all claims asserted through the Fair Labor Standards Act (“FLSA”) arising out of the
12 aforementioned claims; (k) all claims asserted in the Action through California Business
13 & Professions Code § 17200 *et seq.* arising out of the aforementioned claims; and (l) all
14 other claims for penalties, liquidated damages, punitive damages, interest, attorneys’
15 fees, litigation costs, restitution, equitable relief, or additional damages that allegedly
16 arise out of the aforementioned claims. The Released Class Claims specifically include
17 any and all claims arising under the California Labor Code, including, without
18 limitation, §§ 201-204, 210, 218.5, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174,
19 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 2802, 2698-2699.5, Cal. Business
20 & Professions Code §§ 17200, *et seq.*, and Cal. Code of Civil Procedure § 1021.5, any
21 derivative claims based on such alleged violations, including those under the Fair Labor
22 Standards Act (“FLSA”) or any applicable California Industrial Welfare Commission
23 Wage Order.


24 18. The expiration date of any instruments of payment issued by the Settlement
25 Administrator to Participating Class Members will be one hundred eighty (180) days from the
26 date such instruments are issued and sent. Any settlement checks remaining uncashed after one
27 hundred eighty (180) days shall cause that Participating Class Member's payment, plus interest
28 that has accrued thereon, to be distributed to the Controller of the State of California to be held
29 pursuant to the Unclaimed Property Law, California Civil Code section 1500 *et seq.*, for the
30 benefit of that class member. The Parties agree that this disposition results in no "unpaid residue"
31 under California Civil Procedure Code section 384, as the entire Net Settlement Amount will be
32 paid out to Participating Class Members. In the event that a Participating Class Member Share is

1 distributed to the Controller of the State of California, the terms of the final judgment and the
2 Release of Claims will nevertheless be binding upon that Participating Class Member. Within two
3 hundred ten (210) days after the date of mailing of the instruments of payment, the Settlement
4 Administrator shall provide to Class Counsel and Defendant's Counsel a verification/declaration
5 signed under penalty of perjury that the Settlement Administrator has complied with this
6 provision. A final report shall be filed by FD 03.

7 19. This Judgment is intended to be a final disposition of the Lawsuit in its entirety,
8 and is intended to be immediately appealable. In accordance with and for the reasons stated in the
9 Final Approval Order, Judgment shall be entered whereby the Plaintiffs and all Class Members
10 shall take nothing from Defendants, except as expressly set forth in the Settlement, which was
11 previously filed, as part of Plaintiff's Motion for Preliminary Approval of Class and PAGA
12 Settlement. Pursuant to California Code of Civil Procedure Section 664.5 and Rule 3.769(h) of
13 the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this
14 action, the Plaintiff, Settlement Class Members, and Defendants, for the purposes of: (a)
15 Supervising the implementation, enforcement, construction, and interpretation of the Settlement,
16 the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the
17 Judgment; and (b) Supervising distribution of amounts paid under this Settlement.

18 Date Signed: _____





~~HONORABLE MONICA BACHNER~~
JUDGE OF THE SUPERIOR COURT OF LOS
ANGELES COUNTY
Daniel M. Crowley / Judge