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FILED
JUN 15 2023
CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By 

7 William L. Marder (State Bar No. 170131)
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12 Attorneys for Plaintiff, the Class, and Aggrieved Employees

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF CONTRA COSTA**

15
16 TONY CATELLI, as an individual and on
17 behalf of all others similarly situated,

18 Plaintiffs,

19 vs.

20 INNOVATIVE CONSTRUCTION
21 SOLUTIONS, a California corporation; and
22 DOES 1 through 50, inclusive,

23 Defendants.

Case No.: MSC21-01257

(Assigned for all purposes to the Honorable
Charles S. Treat, Department 12)


[PROPOSED] JUDGMENT

Date: January 18, 2024
Time: 9:00 a.m.
Dept.: 12

Complaint Filed: June 1, 2021
Trial Date: None Set

1 Pursuant to the Order Granting Preliminary Approval and the Order Granting Final
2 Approval of Class Action and PAGA Settlement, **IT IS HEREBY ADJUGED AND**
3 **DECREED AS FOLLOWS:**

4 1. The Joint Stipulation of Class Action and PAGA Settlement (“Settlement
5 Agreement”) and all exhibits thereto, shall be incorporated into this Judgment as though all terms
6 therein are set forth in full. The capitalized terms in this Judgment shall have the meanings set
7 forth in the Settlement Agreement.

8 2. The Class is defined as the following:

9 All current and former employees of Defendant who worked in
10 California and received an Initial Physical Wage Statement during
the Class Period.

11 3. No objections were received by the Parties or the Court through the date of this
12 Judgment. The Court finds that there is one (1) request for exclusion from the Settlement as
13 determined by the Settlement Administrator. This individual shall not be bound by this
14 settlement, with the exception of the Released PAGA Claims, from which there is no opt out.

15 4. Final judgment is entered, as defined in Section 577 of the California Code of
16 Civil Procedure, binding each Class Member and operating as a full release and discharge of the
17 Released Class Claims as follows:

18 All causes of action and factual or legal theories that were alleged
19 in the Class Action Complaint based upon Defendant’s alleged
20 failure to provide the beginning and/or ending dates on the Class
21 Members’ Initial Physical Wage Statements. This release includes
22 all claims for damages, penalties, liquidated damages, interest,
attorneys’ fees and costs, and other amounts recoverable under said
claims, causes of action or legal theories of relief.

23 By means of this Final Approval Order, final judgment is entered, as defined in section
24 577 of the California Code of Civil Procedure, binding each PAGA Employee and operating as a
25 full release and discharge of the Released PAGA Claims as follows:

26 All claims for statutory penalties that could have been sought by the
27 Labor Commissioner based upon Defendant’s alleged failure to
28 provide the beginning and/or ending dates on the PAGA
Employees’ Initial Physical Wage Statements. Plaintiff and the State
of California do not release any PAGA Employees’ individual
claims for wages or damages. By virtue of this Agreement, the

1 PAGA Employees shall be deemed to have, and by operation of the
2 final judgment approved by the Court, shall have, fully, finally, and
 forever settled and released all of the Released PAGA Claims.

3 5. The Court finds that the Maximum Settlement Amount of \$30,000.00 and the
4 terms set forth in the parties' Settlement Agreement are fair, reasonable, and adequate.

5 6. The Court hereby grants final approval of attorneys' fees in the amount of
6 \$10,000.00 and costs in the amount of \$3,812.74 to Class Counsel.

7 7. The Court hereby grants final approval of an Enhancement Payment in the
8 amount of \$2,500.00 to Named Plaintiff Tony Catelli, in addition to his Individual Settlement
9 Payment and Individual PAGA Payment as a Class Member, for his time and effort serving as
10 the Class Representative.

11 8. The Court also hereby approves payment of \$4,250.00 to Phoenix Settlement
12 Administrators, the appointed Settlement Administrator, for the services it has rendered and will
13 render in administering the Settlement as described more fully in the Settlement Agreement.

14 9. Pursuant to California Labor Code § 2698, *et seq.*, the Court also hereby approves
15 payment of \$1,500.00 to the California Labor & Workforce Development Agency ("LWDA") as
16 payment for Named Plaintiff's claims on his own behalf and on behalf of all aggrieved
17 employees/Class Members for penalties under the Private Attorneys General Act ("PAGA").
18 The \$1,500.00 payment constitutes the 75% allocation to the LWDA of the total amount of
19 \$2,000.00 allocated to PAGA penalties.

20 10. Without affecting the finality of the Judgment in any way, the Court reserves
21 exclusive and continuing jurisdiction over the action and the Parties for purposes of supervising
22 the implementation, enforcement, construction, administration, and effectuation of the
23 Settlement Agreement.

24 11. The Parties and Phoenix Settlement Administrators are hereby ordered to
25 implement and comply with the terms of the Settlement Agreement.

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1 **IT IS SO ADJUGED AND DECREED.**

2
3 DATED: 6/14/23



4 HON. CHARLES S. TREAT
5 SUPERIOR COURT OF CALIFORNIA

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1 **PROOF OF SERVICE**

2 (Code of Civil Procedure Sections 1013a, 2015.5)

3
4 STATE OF CALIFORNIA]
]ss.
5 COUNTY OF LOS ANGELES]


6
7 I am employed in the County of Los Angeles, State of California. I am over the age of
8 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite
9 1250, Los Angeles, California 90071.

10 On June 13, 2023, I served the following document(s) described as: **[PROPOSED]**
11 **JUDGMENT** on the interested parties in this action as follows:

12 Michael J. Studenka
13 Michael.Studenka@ndlf.com
14 Newmeyer & Dillion LLP
895 Dove Street, 5th Floor
Newport Beach, California 92660
Attorneys for Defendant Innovative Construction Solutions

15 X BY ELECTRONIC SERVICE: Based on a court order I caused the
16 above-entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the
17 website www.california.tylerhost.net, addressed to all parties appearing on the electronic service
18 list for the above-entitled case. The service transmission was reported as complete and a copy of
the filing receipt/confirmation will be filed, deposited, or maintained with the original
document(s) in this office.

19 I declare under penalty of perjury under the laws of the State of California that the
20 above is true and correct. Executed on June 13, 2023, at Los Angeles, California.

21
22 
23 _____
Erika Mejia