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FILED
Superior Court of California
County of Los Angeles

02/09/2023

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**
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12 RAYMOND L. SMITH, on behalf of himself
and others similarly situated,

13
14 **Plaintiff,**

15 v.

16 CAMILO LOPEZ, INC. dba C.L. CONCRETE, a
California corporation; and DOES 1 through 100,
17 inclusive,

18 **Defendants.**
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Case No.: 20STCV47555

Assigned for all purposes to:
Hon. David S. Cunningham, Dept. 11

CLASS ACTION

**CORRECTED [~~PROPOSED~~] FINAL
JUDGMENT**

Final Approval Hearing

Date: February 2, 2023

Time: 9:00 a.m.

Dept.: 11

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CORRECTED [~~PROPOSED~~] FINAL JUDGMENT

1 This matter came on regularly for hearing on February 2, 2023 at 09:00 a.m. in Dept. 11,
2 pursuant to California Rules of Court, Rule 3.769 and this Court’s October 5, 2022 Further Amended
3 Order Granting Preliminary Approval of Class and Representative Action Settlement (“Preliminary
4 Approval Order”). Having considered the parties’ Further Amended Stipulation of Class Action and
5 PAGA Settlement dated September 27, 2022 (“Settlement” or “Settlement Agreement”),¹ and the
6 documents and evidence presented in support thereof, and the submissions of counsel, the Court
7 hereby ORDERS and enters JUDGMENT as follows:

8 1. Final judgment (“Judgment”) in this matter is hereby entered in accordance with the
9 Settlement Agreement, the Preliminary Approval Order, and the Court’s Order Granting Final
10 Approval of Class and Representative Action Settlement. The Class is defined as:

11 **Class Members** – All current and former non-exempt employees who worked for
12 Defendant Camilo Lopez, Inc. dba C.L. Concrete within the State of California from
December 14, 2016 to January 03, 2022 (the “Class” or “Class Members”).

13 2. The Court likewise adopts the definition of PAGA Group Members for the
14 representative action on behalf of aggrieved employees under the California Private Attorneys
15 General Act of 2004, Labor Code sections 2698, *et seq.* (“PAGA”) portion of this matter. The PAGA
16 Group Members are identified as:

17 **PAGA Group Members** – All Class Members employed by Defendant in
18 California during the time period between December 14, 2019 to January 03, 2022
and irrespective of whether they submit an Exclusion Form.

19 3. Plaintiff Raymond L. Smith (“Plaintiff”) is hereby confirmed as Class Representative
20 and CounselOne, P.C. is hereby confirmed as Class Counsel.

21 4. Notice was provided to Class Members and PAGA Group Members as set forth in
22 the Settlement Agreement. The form and manner of notice were approved by the Court on October
23 5, 2022, and the notice process has been completed in conformity with the Court’s Preliminary
24 Approval Order. The Court finds that said notice was the best notice practicable under the
25 circumstances. The Notice of Pendency of Class and Representative Action Settlement (“Notice”),
26

27 ¹ This Order incorporates by reference the definitions in the Settlement Agreement, and all
28 capitalized terms defined therein shall have the same meaning in this Order as set forth in the
Settlement Agreement.

1 along with the accompanying Information Sheet and Exclusion Form, mailed in both English and
2 Spanish, provided due and adequate notice of the proceedings and matters set forth therein, informed
3 Class Members of their rights, and fully satisfied the requirements of California Code of Civil
4 Procedure section 1781(e), California Rules of Court, Rule 3.769, and due process.

5 5. The Court finds that no Class Members objected to or opted out of the Settlement,
6 and that the 100% participation rate in the Settlement supports final approval.

7 6. The Court hereby approves the Settlement as set forth in the Settlement Agreement
8 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
9 according to its terms.

10 7. For purposes of settlement only, the Court finds that (a) the Class Members are
11 ascertainable and so numerous that joinder of all Class Members is impracticable; (b) there are
12 questions of law or fact common to the Class, and there is a well-defined community of interest
13 among Class Members with respect to the subject matter of the litigation; (c) the claims of the Class
14 Representative are typical of the claims of Class Members; (d) the Class Representative has fairly
15 and adequately protected the interests of the Class Members; (e) a class action is superior to other
16 available methods for an efficient adjudication of this controversy; and (f) Class Counsel are
17 qualified to serve as counsel for the Class Representative and Class Members.

18 8. The Court finds that given the absence of objections to the Settlement, and objections
19 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of its
20 entry.

21 9. The Court orders Defendant to pay the Maximum Settlement Amount of \$325,000
22 as provided for in the Settlement Agreement. Pursuant to the terms of the Settlement Agreement,
23 the employer's share of payroll taxes for the portion of the Net Settlement Amount allocated to
24 wages shall be paid by Defendant separately from, and in addition to, the Maximum Settlement
25 Amount.

26 10. The Court finds that the settlement payments, as provided for in the Settlement
27 Agreement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
28 the individual payments in conformity with the terms of the Settlement Agreement.

1 11. The Court finds that attorneys' fees in the amount of \$113,750 and litigation costs of
2 \$11,196.13 for Class Counsel are fair, reasonable, and adequate, and orders that the Settlement
3 Administrator distribute these payments to Class Counsel in conformity with the terms of the
4 Settlement Agreement.

5 12. The Court orders that the Settlement Administrator shall be paid \$15,000 from the
6 Maximum Settlement Amount for all of its work done and to be done until the completion of this
7 matter, and finds that sum appropriate.

8 13. The Court finds that the payment to the California Labor & Workforce Development
9 Agency ("LWDA") in the amount of \$15,000 for its statutory 75% share of the PAGA Settlement
10 Amount under the PAGA, Labor Code sections 2698, *et seq.*, is fair, reasonable, and adequate, and
11 orders the Settlement Administrator to distribute this payment to the LWDA in conformity with the
12 terms of the Settlement Agreement. Further, the remaining statutory 25% share in the amount of
13 \$5,000 is to be paid to Class Members/PAGA Group Members who worked during the PAGA
14 Period also in conformity with the terms of the Settlement Agreement.

15 14. The Court finds and determines that upon satisfaction of all obligations under the
16 Settlement Agreement, including receipt by the Settlement Administrator of the Maximum
17 Settlement Amount by the Defendant, each Participating Class Member and each PAGA Group
18 Member shall be deemed to have, and by operation of the Final Approval Order shall have, fully
19 and irrevocably released and forever discharged the Released Parties from all Released Claims,
20 which are defined as:

21 **Released Parties:** means Defendant Camilo Lopez, Inc. dba C.L. Concrete, and its
22 past, present and/or future, direct and/or indirect, officers, directors, members,
23 managers, employees, agents, representatives, attorneys, insurers, partners,
investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
divisions, predecessors, successors, assigns, and joint venturers.

24 **Released Class Claims With Respect To The Participating Class Members**
25 **(other than Plaintiff):** means all claims, rights, demands, liabilities, and causes of
26 action of every nature and description, known and unknown, as alleged in the
27 Complaint or that could have been asserted in the Action based on the facts alleged,
28 arising from or related to the following claims against Defendant for: (i) failure to
pay all regular wages, minimum wages, prevailing wages, and overtime wages due;
(ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to
provide rest periods or compensation in lieu thereof; (iv) failure to provide complete,
accurate wage statements; (v) failure to pay wages timely at time of termination or

1 resignation; (vi) failure to provide timely pay wages during employment; (vii) unfair
2 business practices that could have been premised on the claims, causes of action or
3 legal theories of relief described above or any of the claims, causes of action or legal
4 theories of relief pleaded in the operative complaint; and (viii) failure to maintain
required payroll records (collectively, the "Released Claims"). The release period
applicable to (i) – (viii) above shall apply to claims arising during the Class Period.
This release excludes the release of claims not permitted by law.

5 **Released PAGA Claims:** with respect to PAGA Group Members means all claims
6 arising during the PAGA Period for civil penalties that were brought or could have
7 been brought by the Labor Commissioner for the violations based on the facts alleged
8 in Plaintiff's pre-filing letter to the LWDA and based on those claims alleged in the
9 Complaint, specifically, civil penalties for alleged violations of Labor Code §§ 201,
202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1,
1198, 1199, 2800, and 2802, as well as IWC Wage Order No. 16-2001 (collectively,
the "PAGA Group Members' Released Claims").

10 and as otherwise consistent with and set forth in the Settlement Agreement.

11 15. The Settlement is not an admission by Defendant, nor is this Order a finding of the
12 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement,
13 nor any document referred to herein, nor any action taken to carry out the settlement, shall be
14 construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

15 16. This Judgment shall bar each and every Participating Class Member from asserting
16 any of the Participating Class Members' Released Class Claims arising during the Class Period. This
17 Judgment shall bar each and every PAGA Group Member from asserting any of the PAGA Group
18 Members' Released Claims arising during the PAGA Period.

19 17. After entry of this Judgment, pursuant to California Rules of Court, Rule 3.769(h),
20 the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement
21 Agreement and Final Approval Order, to hear and resolve any contested challenge to a claim for
22 settlement benefits, and to supervise and adjudicate any dispute arising from, or in connection with,
23 the distribution of settlement benefits.

24 18. The Court orders Class Counsel to file a final report summarizing all distributions
25 made pursuant to the approved Settlement, supported by declaration, and sets a non-appearance date
26 for submission of a final report on September 28, 2023 at 8:30 a.m. in Dept. 11 of this Court.

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19. Notice of entry of this Judgment shall be given to Participating Class Members and PAGA Group Members by posting a copy of the Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Judgment.

JUDGMENT IS SO ENTERED.

Dated: 02/09/2023



Hon. David S. Cunningham
Judge of the Superior Court

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 9301 Wilshire Boulevard, Suite 650, Beverly Hills, CA 90210.

On February 2, 2023, I caused to be served the following document(s) to the address(es) and by the method of service described below:

CORRECTED [PROPOSED] FINAL JUDGMENT

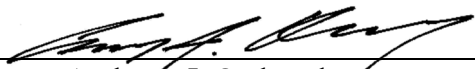
Thomas W. Kovacich
Joshua N. Lange
ATKINSON, ANDELSON, LOYA, RUUD & ROMO, APC
12800 Center Court Drive South, Suite 300
Cerritos, California 90703-9364
Email: TKovacich@aalrr.com
Email: Joshua.Lange@aalrr.com

Attorneys for Defendant

(BY E-SERVICE) I delivered to LEGAL DOCUMENT SERVER, an e-filing and e-service provider with the Superior Court of California for the County of Los Angeles the above-described document(s) to be filed and electronically served through the Superior Court’s e-filing system on the above registered participants on this date.

I declare under penalty of perjury that the above is true and correct.

Executed on February 2, 2023 at Beverly Hills, California.



Anthony J. Orshansky