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RAYMOND L. SMITH  
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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**

11  
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.**  
19  
20

Case No.: 20STCV47555

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

**CLASS ACTION**

**CORRECTED [~~PROPOSED~~] ORDER  
GRANTING FINAL APPROVAL OF  
CLASS AND REPRESENTATIVE  
ACTION SETTLEMENT, ATTORNEYS'  
FEES AND COSTS, AND CLASS  
REPRESENTATIVE'S SERVICE  
AWARD**

Final Approval Hearing

Date: February 2, 2023

Time: 9:00 a.m.

Dept.: 11

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”)<sup>1</sup> and the  
6 documents and evidence presented in support thereof, and recognizing the disputed factual and legal  
7 issues involved in this case, the risks of further prosecution, and the substantial benefits to be  
8 received by Participating Class Members and PAGA Group Members pursuant to the Settlement,  
9 the Court hereby makes a final ruling that the proposed settlement is fair, reasonable, and adequate,  
10 and is the product of good faith, arm’s-length negotiations between the parties. Good cause  
11 appearing therefor, the Court hereby GRANTS Plaintiff’s Motion for Final Approval of Class and  
12 Representative Action Settlement and ORDERS as follows:

13 1. The conditional class certification contained in the Preliminary Approval Order is  
14 hereby made final, and the Court thus certifies, for purposes of the settlement only, a Class defined  
15 as:

16 **Class Members** – All current and former non-exempt employees who worked for  
17 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”).

18 2. The Court also recognizes that Plaintiff, after having exhausted the pre-filing written  
19 notice requirements, also alleged a representative action on behalf of aggrieved employees under  
20 the California Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* (“PAGA”)  
21 identified as:

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

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

26  
27 <sup>1</sup> 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           4.       Notice was provided to Class Members and PAGA Group Members as set forth in  
2 the Settlement Agreement. The form and manner of notice were approved by the Court on October  
3 5, 2022, and the notice process has been completed in conformity with the Court’s Preliminary  
4 Approval Order. The Court finds that said notice was the best notice practicable under the  
5 circumstances. The Notice of Pendency of Class and Representative Action Settlement (“Notice”),  
6 along with the accompanying Information Sheet and Exclusion Form, mailed in both English and  
7 Spanish, provided due and adequate notice of the proceedings and matters set forth therein, informed  
8 Class Members of their rights, and fully satisfied the requirements of California Code of Civil  
9 Procedure section 1781(e), California Rules of Court, Rule 3.769, and due process.

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

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

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

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

26           9.       The Court orders Defendant to pay the Maximum Settlement Amount of \$325,000  
27 as provided for in the Settlement Agreement. Pursuant to the terms of the Settlement Agreement,  
28 the employer’s share of payroll taxes for the portion of the Net Settlement Amount allocated to

1 wages shall be paid by Defendant separately from, and in addition to, the Maximum Settlement  
2 Amount.

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

6 11. The Court finds that attorneys' fees in the amount of \$113,750 and litigation costs of  
7 \$11,196.13 for Class Counsel are fair, reasonable, and adequate, and orders that the Settlement  
8 Administrator distribute these payments to Class Counsel in conformity with the terms of the  
9 Settlement Agreement.

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

13 13. The Court finds that the payment to the California Labor & Workforce Development  
14 Agency ("LWDA") in the amount of \$15,000 for its statutory 75% share of the PAGA Settlement  
15 Amount under the PAGA, Labor Code sections 2698, *et seq.*, is fair, reasonable, and adequate, and  
16 orders the Settlement Administrator to distribute this payment to the LWDA in conformity with the  
17 terms of the Settlement Agreement. Further, the remaining statutory 25% share in the amount of  
18 \$5,000 is to be paid to Class Members/PAGA Group Members who worked during the PAGA  
19 Period also in conformity with the terms of the Settlement Agreement.

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

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

1  
2 **Released Class Claims With Respect To The Participating Class Members (other than Plaintiff):**

3 means all claims, rights, demands, liabilities, and causes of  
4 action of every nature and description, known and unknown, as alleged in the  
5 Complaint or that could have been asserted in the Action based on the facts alleged,  
6 arising from or related to the following claims against Defendant for: (i) failure to  
7 pay all regular wages, minimum wages, prevailing wages, and overtime wages due;  
8 (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to  
9 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  
resignation; (vi) failure to provide timely pay wages during employment; (vii) unfair  
business practices that could have been premised on the claims, causes of action or  
legal theories of relief described above or any of the claims, causes of action or legal  
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.

10 **Released PAGA Claims:** with respect to PAGA Group Members means all claims  
11 arising during the PAGA Period for civil penalties that were brought or could have  
12 been brought by the Labor Commissioner for the violations based on the facts alleged  
13 in Plaintiff's pre-filing letter to the LWDA and based on those claims alleged in the  
14 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").

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

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

20 16. The Judgment shall bar each and every Participating Class Member from asserting  
21 any Participating Class Members' Released Class Claims arising during the Class Period. The  
22 Judgment shall bar each and every PAGA Group Member from asserting any PAGA Group  
23 Members' Released Claims arising during the PAGA Period.


24 17. The Court will retain jurisdiction to enforce the Settlement Agreement, this Final  
25 Approval Order, and the Judgment entered in connection with the Settlement.

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

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

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6 **IT IS SO ORDERED.**

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8 Dated: 02/09/2023

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11 Hon. David S. Cunningham  
12 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] ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT, ATTORNEYS' FEES AND COSTS, AND CLASS REPRESENTATIVE'S SERVICE AWARD**

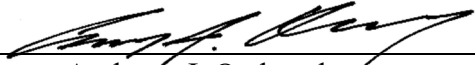
Thomas W. Kovacich  
Joshua N. Lange  
**ATKINSON, ANDELSON, LOYA, RUUD & ROMO, APC**  
12800 Center Court Drive South, Suite 300  
Cerritos, California 90703-9364  
Email: TKovacich@aalrr.com  
Email: Joshua.Lange@aalrr.com

*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