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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF SAN DIEGO

11
12 SALVADOR RAMIREZ and FLOR
13 ROBLEDO, individually, and on behalf of other
members of the general public similarly situated,

14 Plaintiffs,

15 vs.

16 PARAMOUNT BUILDING SERVICES, INC.,
a California corporation; JADE OPCO LLC, a
17 Delaware limited liability company; JADE
OPCO CA LLC, a Delaware limited liability
18 company; and DOES 1 through 10, inclusive,

19 Defendants.

Case No. 37-2021-00019284-CU-OE-CTL

Assigned to the Hon. Ronald F. Frazier

~~[AMENDED PROPOSED]~~ ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT

Date: May 26, 2023
Time: 8:30 a.m.
Place: Department C-65

Complaint Filed: April 30, 2021

1 **ORDER**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class
3 Action Settlement (the “Motion”). Due and adequate notice having been given to Class Members as
4 required by the Court’s Preliminary Approval Order, and the Court having reviewed the Motion, and
5 determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and
6 **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

7 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
8 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
9 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

10 2. This Order hereby adopts and incorporates by reference the terms and conditions of the
11 Joint Stipulation of Class Action Settlement and Release (collectively, “Settlement Agreement” or
12 “Settlement”), together with the definitions and terms used and contained therein.

13 3. The Court finds that it has jurisdiction over the subject matter of the action and over all
14 parties to the action, including all members of the Settlement Class.

15 4. The Class Notice fully and accurately informed Class Members of all material elements
16 of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable
17 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully
18 with the laws of the State of California and due process. The Class Notice fairly and adequately described
19 the settlement and provided Class Members with adequate instructions and a variety of means to obtain
20 additional information.

21 5. Class Members were given a full opportunity to participate in the Final Approval hearing,
22 and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court
23 determines that all Class Members who did not timely and properly opt out of the settlement are bound by
24 this Order.

25 6. The Court has considered all relevant factors for determining the fairness of the settlement
26 and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court
27 finds that the settlement was reached following meaningful discovery and investigation conducted by
28 Plaintiffs’ Counsel; that the settlement is the result of serious, informed, adversarial, and arm’s-length

1 negotiations between the Parties; and that the terms of the settlement are in all respects fair, adequate, and
2 reasonable.

3 7. In so finding, the Court has considered all evidence presented, including evidence
4 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
5 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
6 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
7 sufficient information about the nature and magnitude of the claims being settled, as well as the
8 impediments to recovery, to make an independent assessment of the reasonableness of the terms to which
9 the Parties have agreed.

10 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
11 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
12 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
13 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
14 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to
15 continue to litigate the case. Additionally, after considering the monetary recovery provided by the
16 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
17 provides Class Members with fair and adequate relief.

18 9. The Settlement Agreement is not an admission by Defendants or by any other Released
19 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants or
20 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
21 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
22 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
23 whatsoever by or against Defendants or any of the other Released Parties.

24 10. Final approval shall be with respect to: All persons who worked for Defendants
25 Paramount Building Services, Inc., Jade Opco LLC, and Jade Opco CA LLC, or any of them, as non-
26 exempt, hourly paid employees in the State of California at any time from April 30, 2017 to July 31, 2021
27 ("Participating Class Members").

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1 11. Plaintiffs Salvador Ramirez and Flor Robledo are adequate and suitable representatives
2 and are hereby appointed the Class Representatives for the Settlement Class. The Court finds that
3 Plaintiffs' investment and commitment to the litigation and its outcome ensured adequate and zealous
4 advocacy for the Settlement Class, and that their interests are aligned with those of the Settlement Class.

5 12. The Court hereby awards Plaintiffs Class Representative Enhancement Payments of
6 \$7,500, each, for their service on behalf of the Settlement Class, and for agreeing to general releases of all
7 claims arising out of their employment with Defendants.

8 13. The Court finds that the attorneys at Capstone Law APC have the requisite qualifications,
9 experience, and skill to protect and advance the interests of the Settlement Class. The Court therefore finds
10 that counsel satisfy the professional and ethical obligations attendant to the position of Class Counsel, and
11 hereby appoints Capstone Law APC as counsel for the Settlement Class.

12 14. The settlement of civil penalties under PAGA in the amount of \$60,000 is hereby
13 approved. Seventy-Five Percent (75%), or \$45,000, shall be paid to the California Labor and Workforce
14 Development Agency. The remaining Twenty-Five Percent (25%), or \$15,000, will be paid to PAGA
15 Members.

16 15. The Court hereby awards \$155,000 in attorneys' fees and \$11,985.40 in costs and
17 expenses to Capstone Law APC.

18 16. The Court approves settlement administration costs and expenses in the amount of
19 \$14,500 to CPT Group, Inc.

20 17. All Class Members were given a full and fair opportunity to participate in the Approval
21 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
22 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
23 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
24 shall be forever binding on all Participating Class Members. These Participating Class Members have
25 released and forever discharged the Released Parties for any and all Released Class Claims:

26 All claims, rights, demands, liabilities, and causes of action, reasonably arising
27 from, or related to, the same set of operative facts as those set forth in the operative
28 complaint during the Class Period, including: (i) all claims for unpaid overtime;
 (ii) all claims for meal and rest break violations; (iii) all claims for unpaid
 minimum wages; (iii) all claims for the failure to reimburse necessary business

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expenses; (iv) all claims for the failure to timely pay wages upon termination based on the preceding claims; (v) all claims for the failure to timely pay wages during employment based on the preceding claims; (vi) all claims for wage statement violations based on the preceding claims; and (vii) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*

18. Additionally, all PAGA Members and the LWDA have released and forever discharged the Released Parties for any and all Released PAGA Claims: All claims asserted through California Labor Code §§ 2698, *et seq.*, that reasonably arise out of or are related to the Released Class Claims during the PAGA Period.

19. Defendants shall deposit the Gross Settlement Amount and the employer’s share of payroll taxes within ten (10) calendar days after entry of this Order and Judgment, or by June 10, 2023, whichever is later.


20. The court sets a compliance hearing for January 19, 2024 at 8:30 a.m. Plaintiffs are to file the administrator’s report on or before January 10, 2024.

21. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties, including all Participating Settlement Members, for purposes of enforcing the terms of the Judgment entered herein.

22. This document shall constitute a judgment (and separate document constituting said judgment) for purposes of California Rules of Court, Rule 3.769(h).

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 06/02/2023



HON. RONALD F. FRAZIER
San Diego County Superior Court Judge