

1 with two opt-outs, George Abaunza and Ericca Perez, and found
2 that the Settlement Agreement was fair, adequate and reasonable.

3 C. The Court defined the following:

4 "Class": all non-exempt employees who were employed by
5 Defendants to work on the Crenshaw/LAX Transit Corridor project
6 in California during the Class Period. (Settlement Agreement,
7 ¶2.)

8 "Class Period": September 10, 2014 through the Preliminary
9 Approval Date. However, if the Court has not ruled on
10 Plaintiffs' motion for preliminary approval by September 1,
11 2020, then September 1, 2020 shall be the end date of the Class
12 Period. (¶8.)

13 "PAGA Aggrieved Employees": all current and former non-
14 exempt employees of Defendants who worked in California at any
15 time during the PAGA Period. (¶25.)

16 "PAGA Period": July 7, 2017 through September 1, 2020.
17 (¶27.)

18 IT IS ORDERED, ADJUDGED AND DECREED as follows:

19 1. Plaintiff Troy Santos, Kimberly Woodbury, and Jade
20 Katona, individually and on behalf of all others similarly
21 situated, shall take from Defendants Walsh/Shea Corridor
22 Constructors, Walsh Construction Company II, LLC, and Walsh
23 Construction Company, as set forth in the Parties' Settlement
24
25

1 Agreement and the Court's Approval Order entered February 17,
2 2022.

3 2. Defendants must pay Plaintiffs the Gross Settlement
4 Amount (GSA) of 1,600,000. The Net Settlement Amount ("Net")
5 \$935,728.16 is the GSA minus the following:

6 a. \$533,333.33 (33%) for attorney fees to Class
7 Counsel (37.5% to the Wand Law Firm, P.C., 37.5% to Mahoney Law
8 Group, APC, and 25% to Haines Law Group);

9 b. \$23,438.51 for litigation costs to Class Counsel;

10 c. \$15,000 for a service award to the class
11 representatives, Troy Santos, Jade Katona and Kimberly Woodbury
12 (\$5,000 x 3);

13 d. \$17,500 for settlement administration costs to
14 CPT Group, Inc.; and

15 e. \$75,000 (75% of \$100,000 PAGA penalty) to the
16 LWDA.
17

18 3. Settlement Class Members release the "Released Claims
19 by Settlement Class Members" as of seven (7) calendar days after
20 Defendants have fully funded the Settlement. This date shall be
21 calculated from the date that Settlement Administrator confirms
22 receipt of all settlement funds from Defendants. (§57.)

23 "Released Claims by Settlement Class Members" means: In
24 exchange for the consideration provided under this Settlement,
25 Settlement Class Members shall fully and finally release and

1 discharge Released Parties, from any and all claims, debts,
2 liabilities, demands, obligations, guarantees, costs, expenses,
3 attorneys' fees, damages, or causes of action that were
4 asserted, or could have been asserted, whether known or unknown,
5 contingent or accrued, under any state or local statute,
6 ordinance, regulation, order, or common law, arising out of,
7 based upon, or relating to the facts alleged in the Action,
8 including claims for: (a) failure to provide meal periods or
9 compensation in lieu thereof in violation of California Labor
10 Code §§ 226.7 510, 512, 1194 and 1197; (b) failure to provide
11 rest periods or compensation in lieu thereof in violation of
12 California Labor Code §§ 226.7 and 512; (c) failure to timely
13 pay wages during employment in violation of California Labor
14 Code §§ 204 and 210; (d) failure to timely pay wages at
15 termination of employment in violation of California Labor Code
16 §§ 201, 202 and 203; (e) failure to maintain required records in
17 violation of California Labor Code §§ 226 and 1174; (f) failure
18 to provide accurate itemized wage statements in violation of
19 California Labor Code § 226; (g) failure to reimburse business
20 expenses in violation of California Labor Code § 2802; (h)
21 failure to pay prevailing wages in violation of California Labor
22 Code § 1720 et seq.; (i) violation of the California Consumer
23 Credit Reporting Agencies Act, California Civil Code § 1785.1 et
24 seq.; (j) violation of the California Investigative Consumer
25

1 Reporting Agencies Act, California Civil Code § 1786 et seq.;
2 (k) violation of the California Unfair Competition Law, Cal.
3 Bus. & Prof. Code § 17200 et seq.; and (l) and violation of the
4 Private Attorneys' General Act, California Labor Code § 2699 et
5 seq., predicated on any of the violations of the California
6 Labor Code and applicable IWC Wage Order alleged in the Action.
7 This release shall apply to all claims arising at any point
8 during the Class Period. (§36.)

9
10 PAGA Aggrieved Employees release the "Released PAGA Claims"
11 as of seven (7) calendar days after Defendants fully fund the
12 Settlement. This date shall be calculated from the date that
13 Settlement Administrator confirms receipt of all settlement
14 funds from Defendants. (§58)

15 "Released PAGA Claims" means all claims for civil penalties
16 under the PAGA that Plaintiffs, on behalf of themselves, the
17 State of California, and all PAGA Aggrieved Employees, alleged
18 or that could have been alleged in the operative Complaint and
19 that Plaintiffs and PAGA Aggrieved Employees are fully and
20 irrevocably releasing the Released Parties from, in exchange for
21 the consideration provided by this Settlement. PAGA Aggrieved
22 Employees will only release claims alleged in, or that could
23 have been alleged, based on the facts asserted in the PAGA
24 Notice and operative Complaint. PAGA Aggrieved Employees will
25

1 release the PAGA Claims even if they, as a Class Member, request
2 exclusion from the class. (§37.)

3 "Released Parties" means Defendants and their past, present
4 or future direct and indirect parent companies, predecessor
5 entities, successor entities, related companies, direct and
6 indirect subsidiaries, holding entities, affiliates,
7 franchisees, distributors, wholesalers, retailers, advertising
8 and production agencies, and licensors, including all past,
9 present and future officers, directors, managers, members,
10 partners, principals, owners, employees, shareholders,
11 consultants, attorneys, legal representatives, accountants,
12 auditors, consultants, insurers, reinsurers, employee benefit
13 plans, fiduciaries, agents, or other equity interest holders of
14 any of the foregoing, together with any of their heirs,
15 executors, administrators, and assigns, both individually and in
16 their official capacities. (§38.)

18 Plaintiffs Troy Santos, Kimberly Woodbury, and Jade Katona
19 also provide a general release and CC 1542 waiver as to
20 Defendant. (§35.)

21 4. All uncashed settlement funds, plus interest, must be
22 paid to Legal Aid at Work, a *cy pres*.

23 5. Pursuant to California Rules of Court, Rule 3.769(h),
24 the Court retains jurisdiction over the parties with respect to
25

1 enforcement of this Judgment under California Code of Civil
2 Procedure Section 664.6.

3 CLERK TO GIVE WRITTEN NOTICE.

4 DATED: March 1, 2022

5 **YVETTE M. PALAZUELOS**

6 YVETTE M. PALAZUELOS
7 JUDGE OF THE SUPERIOR COURT
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25