



F I L
San Francisco County Superior Court

JUL 26 2023

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

FERNANDO GUTIERREZ; DAVID
CASTILLO; MARCO GONZALEZ,
individually and on behalf of others similarly
situated,

Plaintiffs,

vs.

SAARMAN CONSTRUCTION, LTD.;
SAARMAN, LLC; and DOES 1 through
100, inclusive.

Defendants.

Case No. CGC-18-568258

JUDGMENT

Pursuant to the Order Granting Final Approval of Class Action Settlement dated July 26, 2023,

IT IS ORDERED, ADJUDGED AND DECREED that:

The Settlement Class certified for the purposes of settlement is defined to include "all hourly employees who worked shifts over 8.0 hours under an Alternative Workweek Schedule in their employment by Saarman Construction, Ltd. in California during the period of July 20, 2014, through the present, but who were not paid an overtime premium rate for time in excess of 8.0 hours for those shifts, but excluding all employees who executed individual settlement agreements with Defendant prior to January 1, 2023." All persons who meet the foregoing definitions and did not timely request to be excluded from the Settlement are members of the Settlement Class. "). A copy of the Joint Stipulation re Class Action Settlement and Release Settlement ("Settlement") is attached as Exhibit A to the Declaration of Michael H. Kim, filed in support of Plaintiffs' Motion

1 for Final Approval and is made a part of this Judgment.

2 The Settlement Subclass certified for the purposes of settlement only is defined to include
3 “all hourly employees who worked for Saarman Construction, Ltd. at the a public works project
4 known as Francis of Assisi, a/k/a the Mercy Housing Project from January 20, 2014, through the
5 present, and who were paid an hourly rate classified as “Laborer Group 3” while working on that
6 project, but excluding all employees who executed individual settlement agreements with
7 Defendant prior to January 1, 2023.” All persons who meet the foregoing definitions and did not
8 timely request to be excluded from the Settlement are members of the Settlement Subclass. The
9 released claims are as stated in the Settlement. Judgment is hereby entered against Defendant
10 Saarman Construction, Ltd. (“Defendant”), and in favor of Plaintiffs Fernando Gutierrez, David
11 Castillo, Marco Gonzalez and the Class and Subclass that have been certified.

12 Judgment is hereby entered as follows:

13 1. Defendant shall pay the Gross Settlement Amount pursuant to the formula and
14 procedures described in the Settlement). More specifically, within ten (10) days after the
15 Effective Date, Defendant will deposit the Gross Settlement Amount into a settlement fund to be
16 established by the Settlement Administrator by check, Automated Clearing House (ACH)
17 transfer, or wire transfer. The “Gross Settlement Amount” is the amount of One Hundred and
18 Fifty Thousand Dollars (\$150,000.00), which is the amount to be paid by Defendant pursuant to
19 this Settlement.

20 2. Payments shall be made as provided for in the Order Granting Final Approval of
21 Class Action Settlement dated July 26, 2023.

22 3. This Judgment shall bind each Settlement Class member and shall operate as a full
23 release and discharge of the Released Claims against Saarman Construction, Ltd. and all of its
24 present and former parents and joint ventures, and all of their shareholders, members, managers,
25 officers, officials, directors, employees, agents, servants, registered representatives, attorneys,
26 insurers, successors, and assigns, and any other persons acting by, through, under, or in concert
27 with any of them (collectively, the “Released Parties”). This Judgment shall have *res judicata*
28

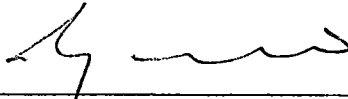
1 effect and bar all Settlement Class members from bringing any action asserting Settlement Class
2 members' Released Claims under the Agreement.

3 4. The Court shall have continued jurisdiction over the construction, interpretation,
4 implementation and enforcement of the Settlement in accordance with its terms, and over the
5 administration and distribution of the Settlement proceeds.

6 5. Pursuant to California Rules of Court, Rule 3.769(h), the Court retains jurisdiction
7 over the parties to enforce the terms of the Judgment.

8 6. This document shall constitute a judgment for purposes of California Rules of
9 Court, Rule 3.769(h).

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12
13 DATED: July 26, 2023



Curtis E.A. Karnow
JUDGE OF THE SUPERIOR COURT

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, DANIAL LEMIRE, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On **JUL 26 2023**, I electronically served THE ATTACHED DOCUMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: **JUL 26 2023**

Brandon Riley, Court Clerk.

By:

A handwritten signature in black ink, appearing to read 'Danial Lemire', is written over a horizontal line. The signature is fluid and cursive.

DANIAL LEMIRE, Deputy Clerk