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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BENITO

JUL 22 2021

BY Mary B. Medland
DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BENITO

TOMAS MARTINEZ, an individual on
behalf of himself and all others similarly
situated,

Plaintiff,

vs.

VILLA & SONS ENTERPRISES, INC., a
California corporation; d/b/a VILLA &
SONS BUILDER SERVICES; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CU-19-00120

CLASS ACTION

Assigned for All Purposes To:
Hon. J. Omar Rodriguez
Dept.: 1

**~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, AWARD OF
FEES, COSTS, AND ENHANCEMENT
AWARD**

Date: July 22, 2021
Time: 1:30 p.m.
Dept.: 1

1 This matter having come before the Court on July 22, 2021 for a scheduled Final Hearing
2 and entry of an Order Granting Final Approval of Class Action Settlement and Stipulation
3 (“Final Order”) consistent with the Court’s March 4, 2021 Preliminary Approval Order, and as
4 set forth in the Parties’ Class Action Settlement Agreement (“Settlement Agreement” or
5 “Settlement”), and due and adequate notice having been given to Class Members as required by
6 the Preliminary Approval Order, and the Court having considered all papers filed and
7 proceedings, and having received no objections to approval of the Settlement, and determining
8 that the Settlement is fair, adequate and reasonable, and otherwise being fully informed and good
9 cause appearing,

10 **IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

11 1. This Final Order incorporates the Settlement Agreement. Unless otherwise
12 provided, all capitalized terms used in this Final Order shall have the same meaning as defined in
13 the Settlement Agreement. For purposes of this Final Order and the accompanying Judgment,
14 the term “Defendant” means Villa & Sons Enterprises, Inc. d/b/a Villa & Sons Builder Services.

15 2. Consistent with the definitions provided in the Settlement Agreement, the Class
16 consists of all non-exempt employees who worked for Villa & Sons Enterprises, Inc. d/b/a Villa
17 & Sons Builder Services or its predecessors in the state of California during the Class Period.
18 [The following individuals have excluded themselves from the Settlement and, therefore, are not
19 part of the Plaintiff Class: list individuals.]

20 3. Because adequate notice has been disseminated and all potential Class Members
21 have been given an opportunity to opt out of the Actions, the Court has jurisdiction over the
22 subject matter of this proceeding and over all parties to this proceeding, including all Class
23 Members. In addition, the Court has personal jurisdiction over all Class Members with respect to
24 the Actions and the Settlement.

25 4. Distribution of the Class Notice directed to the Class Members, as set forth in the
26 Settlement Agreement, has been completed in conformity with the Preliminary Approval Order,
27 including individual notice to all Class Members who could be identified through reasonable
28 effort, and the best notice practicable under the circumstances. The Class Notice provided due

1 and adequate notice of the proceedings and of the matters set forth in the Preliminary Approval
2 Order, including the proposed Settlement as set forth in the Settlement Agreement and fully
3 satisfied the requirements of California law, the California and United States Constitutions
4 (including the Due Process Clause), the requirements of Code of Civil Procedure § 382 and
5 California Rules of Court rule 3.766, and any other applicable law. The Class Notice also
6 provided due and adequate notice to Class Members of their right to exclude themselves from the
7 Settlement, as well as their right to object to any aspect of the proposed Settlement.

8 5. For the reasons set forth in the Preliminary Approval Order and in the transcript of
9 the proceedings of the preliminary approval hearing, which are adopted and incorporated by
10 reference, the Court finds the Settlement was entered into in good faith and further finds that the
11 Settlement is fair, reasonable, and adequate, and in the best interests of each of the parties and the
12 Participating Class Members. Named Plaintiff has satisfied the standards and applicable
13 requirements for final approval of this class action Settlement under California law, including the
14 provisions of California Code of Civil Procedure section 382, California Rule of Court 3.769,
15 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in
16 *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971).

17 6. The Court approves the Settlement as set forth in the Settlement Agreement and
18 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties
19 to effectuate the Settlement according to the terms outlined in the Settlement Agreement. The
20 Court finds that the Settlement was reached as a result of intensive, serious, and non-collusive
21 arms-length negotiations. In granting final approval of the Settlement Agreement, the Court
22 considered the nature of the claims, the amounts and kinds of benefits paid in settlement, the
23 allocation of settlement proceeds among the Participating Class Members, and the fact that a
24 settlement represents a compromise of the parties' respective positions rather than the result of a
25 finding of liability at trial. Additionally, the Court finds that the terms of the Settlement
26 Agreement had no obvious deficiencies and did not improperly grant preferential treatment to
27 any individual Class Member. Accordingly, the Court finds that the Settlement Agreement was
28 entered into in good faith. The Court makes final its earlier provisional certification of the Class,

1 as set forth in the Preliminary Approval Order.

2 7. As of the date of this Final Order, the Named Plaintiff and all Participating Class
3 Members shall be bound by the releases set forth in the Settlement Agreement. Except as to such
4 rights or claims that may be created by the Settlement, all Class Members as of the date of this
5 Final Order who did not timely opt-out are forever barred and enjoined from prosecuting or
6 seeking to reopen the Settled Claims, and any other claims released by the Settlement
7 Agreement, against the Released Parties.

8 8. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
9 are admissions by Defendant, or any of the other Released Parties, of liability on any of the
10 allegations alleged in the Actions, nor is this Final Order a finding of the validity of any claims in
11 the Actions, or of any wrongdoing by Defendant or any of the other Released Parties.

12 9. The Court confirms David Yeremian & Associates, Inc. and United Employees
13 Law Group, P.C. as Class Counsel, and finds that Class Counsel has adequately represented the
14 Class for purposes of entering into and implementing the Settlement.

15 10. The Court finds the \$140,000 Gross Settlement Amount provided for under the
16 Settlement to be fair and reasonable. Defendant is required to make all payments necessary to
17 fund the Settlement in accordance with the terms of the Settlement Agreement.

18 11. Pursuant to the terms of the Settlement, and the authorities, evidence, and
19 argument set forth in Class Counsel's application, an award of attorneys' fees in the amount of
20 \$46,662 and for costs and expenses in the amount of \$ 9,673.36 as final payment for and
21 complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class
22 Counsel is hereby granted. The Court finds that Class Counsel's request falls within the range of
23 reasonableness and that the result achieved justifies the award and that the requested expenses
24 were reasonably incurred. The payment of fees and costs to Class Counsel shall be made from
25 the Gross Settlement Amount in accordance with the terms of the Settlement Agreement. The
26 Court shall examine the final accounting at a Compliance Hearing set on February 24, 2022
27 ~~2021~~. (Note: This will be no sooner than 190 days after the settlement becomes final, as the
28 checks will be valid at least 180 days, plus a reasonable number of days for administration of the

1 mailings by the administrator.)

2 12. It is ordered that an enhancement award of ~~\$5000.00~~ for the Named Plaintiff
3 ~~Martin Torres~~ **Tomas Martinez** is fair and reasonable as a service award for his service to the class.

4 13. The Court further approves the payment of ~~\$14,000.00~~ to CPT Group, Inc. to
5 cover the costs of administration as provided for in the Settlement Agreement. The payment
6 authorized by this paragraph shall be made in accordance with the terms of the Settlement
7 Agreement.

8 14. The Court finds the settlement payments from the Net Settlement Amount
9 provided for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court
10 approves and orders the calculations and the payments to be made and administered to the
11 Participating Class Members in accordance with the terms of the Settlement Agreement. The
12 settlement payments authorized by this paragraph shall be made in accordance with the terms of
13 the Settlement Agreement. It is also ordered that, after 180 days from the date of distribution of
14 settlement funds to the Class, the funds from any uncashed and voided checks will be tendered to
15 the Community Food Bank of San Benito County.

16 15. Paragraphs 10-16 of this Final Order cover all settlement payments, claims for
17 attorneys' fees and expenses, costs or disbursements incurred by Class Counsel or any other
18 counsel representing Named Plaintiff or other Class Members, or incurred by Named Plaintiff or
19 the Class Members, or any of them, in connection with or related in any manner to the Actions,
20 the Settlement, the administration of the Settlement, and the Settled Claims. Defendant shall not
21 be required to pay any additional amounts in connection with the Settlement other than those
22 amounts specifically set forth in the Settlement Agreement.

23 16. If the Settlement does not become final and effective in accordance with the terms
24 of the Settlement Agreement, then this Final Order and all orders entered in connection with the
25 Final Order, including the accompanying Judgment, shall be rendered null and void and shall be
26 vacated.

27 17. Without affecting the finality of the Settlement, this Order, or accompanying
28 Judgment, this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and

1 continuing jurisdiction over the above-captioned action and the Parties, including all
2 Participating Class Members, relating to the Actions and the administration, consummation,
3 enforcement and interpretation of the Settlement Agreement, this Final Order, and for any other
4 necessary purpose.

5 18. The terms of the Settlement Agreement and this Final Order are binding on the
6 Named Plaintiff and all other Participating Class Members and Aggrieved Employees, as well as
7 their heirs, executors and administrators, successors and assigns, and those terms shall have *res*
8 *judicata* and other preclusive effect in all pending and future claims, lawsuits or other
9 proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits
10 or other proceedings assert Settled Claims, whether known or unknown, as set forth in
11 Paragraphs 37 through 39 of the Settlement Agreement.

12 19. Neither this Final Order nor the Settlement Agreement (nor any other document
13 referred to in this Final Order, nor any action taken to carry out this Final Order) is, may be
14 construed as, or may be used as, an admission or concession by or against the Defendant or the
15 Released Parties of the validity of any claim or any actual or potential fault, wrongdoing or
16 liability. Entering into or carrying out the Settlement Agreement, and any negotiations or
17 proceedings related to it, shall not be construed as, or deemed evidence of, an admission or
18 concession as to the Defendant's denials or defenses and shall not be offered or received in
19 evidence in any action or proceeding against any party in any court, administrative agency or
20 other tribunal for any purpose whatsoever, except as evidence of the settlement or to enforce the
21 provisions of this Final Order and the Settlement Agreement; *provided, however*, that this Final
22 Order and the Settlement Agreement may be filed in any action against or by the Defendant or
23 the Released Parties to support a defense of *res judicata*, collateral estoppel, release, waiver,
24 good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of
25 claim preclusion, issue preclusion or similar defense or counterclaim.

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1 20. There is no reason to delay the enforcement of this Order and the accompanying
2 Judgment.

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4 IT IS SO ORDERED.

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6 Dated: JUL 22 2021 , 2021

J. Omar Rodriguez

JUDGE OF THE SUPERIOR COURT

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