

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SEP 13 2023

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF SAN BERNARDINO**

13 JONHATAN BARAJAS, individually, and on
14 behalf of all others similarly situated,

15 *Plaintiffs,*

16 v.

17 FINAL PHASE CONSTRUCTION, INC., a
18 California corporation; and DOES 1 to 10,
19 inclusive,

20 *Defendants.*

Case No. CIVSB2118622

CLASS ACTION

[Assigned to: Hon. Joseph T. Ortiz, Dept. S-17]

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

FINAL APPROVAL HEARING

Date: September 8, 2023

Time: 1:30 p.m.

Dept: S-17

1 On April 27, 2023, this Court issued an Order Granting Preliminary Approval of Class
2 Action Settlement. Plaintiff Jonathan Barajas (“Plaintiff”) now seek an order granting final
3 approval of the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement”),
4 attached to the Declaration of Justin F. Marquez in Support of Plaintiff’s Motion for Final
5 Approval of Class Action Settlement as **Exhibit 1**.

6 Due and adequate notice having been given to the Class, and the Court having reviewed
7 and considered the Settlement, Plaintiff’s Notice of Motion and Motion for Final Approval of
8 Class Action Settlement, the supporting declarations and exhibits thereto, all papers filed and
9 proceedings had herein, and the absence of any written objections received regarding the
10 proposed settlement, and having reviewed the record in this action, and good cause appearing
11 therefor,

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
16 Settlement Class Members, and Defendant Final Phase Construction (“Defendant”).

17 3. The Court finds on a preliminary basis that the Settlement Agreement appears to
18 be fair, adequate, and reasonable and therefore meets the requirements for final approval. The
19 Court grants final approval of the Settlement and the Settlement Class based upon the terms set
20 forth in the Settlement Agreement between Plaintiff and Defendant, attached to the Declaration
21 of Justin F. Marquez in Support of Plaintiff’s Motion for Final Approval of Class Action
22 Settlement as **Exhibit 1**.

23 4. The Court finds that the Settlement appears to have been made and entered into in
24 good faith and hereby approves the settlement subject to the limitations on the requested fees and
25 enhancements as set forth below.

26 5. Plaintiff and all Participating Class Members shall have, by operation of this Final
27 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
28 from all Released Claims as defined in the Settlement.

1 6. The Released Claims mean all claims that were alleged, or reasonably could have
2 been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in
3 the course of the Action including any and all claims for: (1) failure to pay minimum and straight
4 time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to
5 authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure
6 to provide accurate itemized wage statements; (7) failure to indemnify expenditures; and (8)
7 violation of California’s Unfair Competition Law, California Business Professions Code §§ 17200,
8 *et seq.* [...] Participating Class Members do not release any other claims, including claims for
9 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
10 unemployment insurance, disability, social security, workers’ compensation, or claims based on
11 facts occurring outside the Class Period.

12 7. The Released Parties means Final Phase Construction, Inc. and each of its former
13 and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
14 successors, assigns, subsidiaries, and affiliates.

15 8. As of the Effective Date, all members of the Settlement Class, except those that
16 make a valid and timely request to be excluded from the Settlement Class and Settlement, waive,
17 release, discharge, and promise never to assert in any forum or otherwise make a claim against any
18 of the Released Parties for any of the Released Claims arising during the Settlement Period.

19 9. The Parties shall bear their own respective attorneys' fees and costs, except as
20 otherwise provided for in the Settlement and approved by the Court.

21 10. Solely for purposes of effectuating the settlement, the Court finally certified the
22 following Class: “all persons employed by Final Phase Construction in California and classified
23 as an hourly-paid, non-exempt employee during the Class Period.”

24 11. The Class Period means the period from June 25, 2017 to November 3, 2022.

25 12. No Class Members have objected to the terms of the Settlement.

26 13. The Notice provided to the Class conforms with the requirements of California
27 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
28 by providing individual notice to all Class Members who could be identified through reasonable

1 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
2 therein to the Class Members. The Notice fully satisfies the requirements of due process.

3 14. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
4 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
5 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
6 Payments to the Participating Class Members in accordance with the terms of the Settlement.

7 15. Defendant shall pay a total of \$250,000.00 to resolve this litigation.

8 16. From the Gross Settlement Amount, \$7,500.00 shall be paid to the California Labor
9 and Workforce Development Agency, representing 75% of the penalties awarded under the terms
10 of the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act
11 of 2004, California Labor Code section 2698, *et seq.*

12 17. From the Gross Settlement Amount, \$10,000.00 shall be paid to the named Plaintiff
13 for their service as class representatives and for their agreement to release claims.

14 18. From the Gross Settlement Amount, \$8,500.00 shall be paid to the Settlement
15 Administrator, CPT Group, Inc.

16 19. The Court hereby confirms Justin F. Marquez, Benjamin H. Haber, and Arrash T.
17 Fattahi of Wilshire Law Firm, PLC as Class Counsel.

18 20. From the Gross Settlement Amount, Class Counsel is awarded \$83,333.33 for their
19 reasonable attorneys' fees and \$16,065.00 for their reasonable costs incurred in the Action. The
20 fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds
21 that the fees are reasonable in light of the benefit provided to the Class.

22 21. Notice of entry of this Final Approval Order and Judgment shall be given to Class
23 Members by posting a copy of the Final Approval Order and the Judgment on CPT's website for a
24 period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and
25 Judgment.

26 22. Without affecting the finality of this Order in any way, this Court retains continuing
27 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with
28 respect to all Parties to this action, and their counsel of record.

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23. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

IT IS SO ORDERED.

DATE: 7/13/23



Hon. Joseph T. Ortiz
San Bernardino County Superior Court

