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**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

ALFREDO AVINA, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

RAVCO CONSTRUCTION, INC., a California
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No. **30-2020-01146748-CU-OE-CXC**

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

Date: September 9, 2022

Time: 10:00 a.m.

Dept.: CX105

Judge: Hon. Randall J. Sherman

Complaint Filed: July 6, 2020

1 On September 9, 2022, the Court held a hearing on Plaintiff's Motion for Final Approval of Class
2 Action Settlement.

3 In conformity with California Rules of Court, Rule 3.769, with due and adequate notice having
4 been given to Class Members, and the Court having considered the Amendment to Joint Stipulation of
5 Settlement and Release of Class Action ("Settlement Agreement") attached as Exhibit A to the
6 Declaration of Jonathan Melmed in support of Motion for Preliminary Approval filed on October 5 April
7 26, 2021, all of the legal authorities and documents submitted in support thereof, all papers filed and
8 proceedings has herein, all oral and written comments received regarding the proposed settlement, and
9 having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS final**
10 **approval of the Settlement and ORDERS AND MAKES THE FOLLOWING FINDINGS AND**
11 **DETERMINATIONS AND ENTERS FINAL JUDGMENT AS FOLLOWS:**

12 1. All terms used in this Order Granting Final Approval of Class Action Settlement (the
13 "Order") shall have the same meanings given as those terms are used and/or defined in the parties'
14 Settlement Agreement, as amended. A copy of the original Agreement is attached as **Exhibit A** to the
15 Declaration of Jonathan Melmed in support of Motion for Preliminary Approval and is made a part of
16 this Order.

17 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
18 jurisdiction to approve this Settlement and all exhibits thereto.

19 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
20 Agreement and as follows:

21 *all California residents who are or were employed by Defendant (i) as hourly,*
22 *non-exempt employees from July 6, 2016 through December 14, 2020, or (ii) who are or*
23 *were paid in whole or in part on a piece-rate basis from July 6, 2016 through December*
24 *14, 2020.*

25 4. The Court deems this definition sufficient for the purpose of California Rule of Court
26 3.765(a), and solely for the purpose of effectuating the Settlement.

27 5. The Court finds that an ascertainable class of 106 class members exists and a well-defined
28 community of interest exists on the questions of law and fact involved because in the context of the
Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the

1 Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and
2 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and
3 protected the interest of the Class Members.

4 6. The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement
5 Administrator, completed the distribution of Class Notice and Share Form to the Class in a manner that
6 comports with California Rule of Court 3.766. The Class Notice informed 131 Class Members of the
7 Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit a
8 request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear at
9 the Final Approval Hearing, and be heard regarding approval of the Settlement. Adequate periods of time
10 to respond and to act were provided by each of these procedures.

11 7. No Class Members filed written objections to the Settlement as part of this notice process,
12 and no Class Members filed a written statement of intention to appear at the Final Approval Hearing.

13 8. One Class Member submitted requests for exclusion and will not be bound by the
14 Released Claims. That individual is identified as Eduardo R. Rodriguez.

15 9. The Court hereby approves the terms set forth in the Settlement Agreement and finds that
16 the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and compliant with
17 all applicable requirements of the California Code of Civil Procedure, the California and United States
18 Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable
19 law, and in the best interests of each of the Parties and Class Members.

20 10. The Court directs the Parties to effectuate the Settlement Agreement according to its terms
21 and declares the Settlement Agreement to be binding on all Class Members except Eduardo R.
22 Rodriguez.

23 11. The Court finds that it appears that the Settlement Agreement has been reached as a result
24 of informed and non-collusive arm's-length negotiations. The Court further finds that it appears that the
25 Parties have conducted extensive investigation and research, and their attorneys were able to reasonably
26 evaluate their respective positions.

27 12. The Court also finds that the Settlement now will avoid additional and potentially
28 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case.

1 Additionally, after considering the monetary recovery provided as part of the Settlement in light of the
2 challenges posed by continued litigation, the Court concludes that Class Counsel secured significant
3 relief for Class Members.

4 13. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding of
5 the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement
6 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
7 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
8 concession, or liability whatsoever by or against Defendant.

9 14. The Court appoints Plaintiff Alfredo Avina as Class Representative and finds him to be
10 adequate.

11 15. The Court appoints Jonathan Melmed, Esq. of Melmed Law Group P.C. as Class Counsel,
12 and finds them to be adequate, experienced, and well-versed in class action litigation.

13 16. The terms of the Agreement, including the Gross Settlement Amount of \$465,000.00, are
14 fair, adequate, and reasonable to the Class and to each Class Member, and the Court grants final approval
15 of the Settlement set forth in the Settlement Agreement, subject to this Order. The Court approves the
16 following allocations, which fall within the ranges stipulated by and through the Settlement Agreement:

- 17 a. The \$10,000.00 designated for payment to ILYM Group, Inc., the Settlement Administrator,
18 is fair and reasonable. The Court grants final approval of, and orders the Parties to make the
19 payment to the Settlement Administrator in accordance with the Agreement.
- 20 b. The \$155,000.00 amount requested by Plaintiff and Class Counsel for the Class Counsel's
21 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The Court
22 grants final approval of, awards, and orders the Class Counsel Fees Payment to be made in
23 accordance with the Agreement.
- 24 c. The Court awards \$7,075.90 in litigation costs, an amount which the Court finds to be
25 reflective of the reasonable costs incurred. The Court grants final approval of, and order the
26 Class Counsel Litigation Expenses Payment in this amount to be made in accordance with the
27 Agreement.
- 28 d. The \$7,500.00 requested by Plaintiff for the Incentive Award is fair and reasonable. The

1 Court grants final approval of, and orders the Incentive Award to be paid in accordance with
2 the Agreement.

- 3 e. The Court approves of the \$10,000.00 allocation assigned for claims under the Private
4 Attorney General Act (PAGA), and orders 75% thereof (i.e., \$7,500.00) to be paid to the
5 California Labor and Workforce Development Agency (LWDA) in accordance with the terms
6 of the Settlement Agreement.

7 17. The Court orders the Parties to comply with and carry out all terms and provisions of the
8 Settlement, to the extent that the terms thereunder do not contradict with this Order, in which case the
9 provisions of this Order shall take precedence and supersede the Settlement.

10 18. Nothing in the Settlement or this Order purports to extinguish or waive Defendants' rights
11 to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case
12 if the Settlement fails to become Final or effective, or in any other case without limitation.

13 19. All Class Members, excluding Eduardo R. Rodriguez, shall be bound by the Settlement
14 and this Order, including the release of claims as set forth in the Agreement.

15 20. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
16 provided in the Settlement Agreement.

17 21. All checks mailed to the Class Members must be cashed within one hundred twenty (120)
18 days after mailing.

19 22. If (i) any of the Class Members are current employees of Defendant, (ii) the settlement
20 check mailed to those employees is returned to the Settlement Administrator as undeliverable, and (iii)
21 the Settlement Administrator is unable to locate a valid mailing address, the Settlement Administrator
22 shall arrange with Defendants to have those distributions delivered to the employee at the place of
23 employment.

24 23. Within 10 days after the Court has held a Final Approval Hearing and entered a final order
25 certifying the Class for settlement purposes only and approving the Class Settlement, the Settlement
26 Administrator will give notice of judgment to Settlement Class Members pursuant to California Rules of
27 Court, rule 3.771(b) by posting a copy of said order and final judgment on its website.

28 24. The Court retains continuing jurisdiction over the Action and the Settlement, including

jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

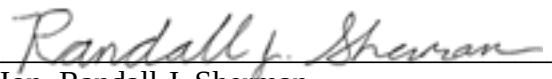
25. Plaintiff shall file with the Court a report regarding the status of distribution at least sixteen (16) court days prior to the Final Report Hearing date.

26. This Final Judgment is intended to be a final disposition of the above captioned action in its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes all claims released by the Settlement Agreement against Defendant.

27. The Court hereby sets a hearing date of April 14, 2023 at 10:00 a.m. for a hearing on the final accounting and distribution of the settlement funds.

IT IS SO ORDERED, ADJUDGED, AND DECREED:

DATED: **September 16, 2022**


Hon. Randall J. Sherman
Judge of the Superior Court, County of Orange