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Attorneys for Juan Siempre Javier,
individually and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JUAN SIEMPRE JAVIER, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

WEBSTER BROS. CONCRETE
CONSTRUCTION, INC., a California
corporation; JASON WEBSTER, an
individual; JEFF WEBSTER, an individual;
and DOES 1 through 50, inclusive,

Defendant(s).

CASE NO.: 20STCV27129

Assigned for All Purposes to:
Hon. Lawrence P. Riff
Dept. 7

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

Date: September 8, 2023
Time: 9:00 a.m.
Dept.: 7

Action Filed: July 14, 2020
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

09/08/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

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1 Declaration of Justin E. D. Daily in Support of Plaintiff's Motion for Preliminary Approval of Class
2 Action and PAGA Settlement, filed on January 10, 2023, and they shall have the same meaning in
3 this Order.

4 3. The Class Notice mailed by Phoenix Class Action Administration Solutions
5 ("Settlement Administrator") informed the Class Members of (a) the material terms of the
6 Settlement; (b) their right to receive an Individual Settlement Payment and right to dispute the
7 calculations provided in the Class Notice; (c) the right of only Class Members to comment on or
8 object to the Settlement; (d) the right of only Class Members to request exclusion from the
9 Settlement and pursue their own remedies; (e) the deadline for Class Members to submit written
10 objections or opt-out requests, which was July 24, 2023; and (f) the right of Class Members to
11 appear in person, by telephone or by using the Court's virtual appearance platform at the final
12 approval hearing to be heard regarding approval of the Settlement.

13 4. The notice procedure advised Class Members of their rights under the Settlement,
14 provided adequate time for Class Members to consider those rights, and served as the best notice
15 procedure practicable, thereby satisfying the requirements of due process.

16 5. The Court finds that there were zero (0) written objections to the Settlement
17 submitted by the Class, and no indication from any Class Member of his or her intent to appear
18 before the Court. The response of the Class provides a further basis for the Court to make an
19 informed ruling regarding the appropriateness of granting final approval of the Settlement.

20 6. The Court finds that the terms set forth in the Settlement are fair, reasonable, and
21 adequate. The Court finds further that the Parties conducted sufficient investigation, research, and
22 discovery and that their attorneys were able to reasonably evaluate their respective positions. The
23 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as
24 well as delay and risks if the Parties were to continue to litigate the Action. The Court directs the
25 Parties to effectuate the Settlement according to its terms having found that the Settlement was
26 reached as a result of informed and non-collusive arms'-length negotiations facilitated by a neutral
27 mediator. Thus, the Court orders Defendants to pay the Gross Settlement Amount of \$325,000 and
28 their share of employer payroll taxes due under and in accordance with the terms of the Settlement.

1 7. With respect to the Class and for purposes of approving this Settlement only, the
2 Court finds that: (a) the members of the Class are ascertainable and so numerous that joinder of all
3 members is impracticable; (b) there are questions of law or fact common to the Class, and there is
4 a well-defined community of interest among the Class Members with respect to the subject matter
5 of the Action; (c) the claims of Plaintiff are typical of the claims of the Class; (d) Plaintiff has fairly
6 and adequately protected the interests of the Class; (e) a class action is superior to other available
7 methods for an efficient adjudication of this controversy; and (f) the counsel of record for Plaintiff,
8 *i.e.*, Class Counsel, are qualified to serve as counsel for Plaintiff in his individual and representative
9 capacities on behalf of the Class.

10 8. Accordingly, solely for purposes of effectuating the Settlement and as stated in the
11 Preliminary Approval Order, the Court hereby conditionally certifies the following Class for
12 settlement purposes only: all non-exempt employees employed by Defendants at any time between
13 July 14, 2016 through June 27, 2022. The Court deems this definition sufficient for purposes of
14 California Rules of Court, Rule 3.765(a).

15 9. The Court finds that zero (0) individuals submitted timely requests to be excluded
16 as Class Members under the Settlement.

17 10. The Court finds that the Individual Settlement Payments to be paid to Participating
18 Class Members as provided for by the Settlement are fair and reasonable. The Court approves these
19 payments and orders that such amounts be paid to Participating Class Members in accordance with
20 the Settlement.

21 11. The Settlement provides for the settlement and release of claims for civil penalties
22 and other remedies under the California Private Attorneys General Act of 2004, codified at
23 California Labor Code section 2698, *et seq.* (“PAGA”). A PAGA settlement does not need to satisfy
24 the requirements for class certification, but pursuant to Labor Code § 2699(l)(2), the Court must
25 review and approve any proposed settlement of PAGA claims. The Court recognizes that the
26 Settlement allocates a share of the Net Settlement Amount for the resolution of these claims. Thus,
27 for purposes of settlement of the Released PAGA Claims, the Court confirms that “Aggrieved
28 Employees” include the following: all non-exempt employees employed by Defendants at any time

1 between June 29, 2019 through June 27, 2022.

2 12. The Court finds that payment to the California Labor and Workforce Development
3 Agency of \$3,750 and payment to the Aggrieved Employees of \$1,250 for their respective shares
4 of the settlement of the Released PAGA Claims is fair, reasonable, and appropriate. The Court
5 approves and orders payment of these amounts in accordance with the Settlement.

6 13. The Court hereby confirms Plaintiff Juan Siempre Javier as the Class
7 Representative. The Court finds that an Enhancement Payment to the Class Representative of
8 \$10,000, is fair and reasonable. The Court hereby orders payment of this amount to the Class
9 Representative in accordance with the Settlement.

10 14. The Court hereby confirms Justin E. D. Daily, Reed T. Aljian, Shelly D. Song, and
11 Simon Kwak of Daily Aljian LLP, and Daniel J. Hyun of the Law Office of Daniel J. Hyun as Class
12 Counsel. Pursuant to the terms of the Settlement, and the authorities, evidence, and arguments
13 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
14 of \$108,333.33 and litigation costs of \$13,831.03. The Court finds these amounts to be fair and
15 reasonable in light of the common fund created for the benefit of the Class Members. The Court
16 orders that these amounts be paid to Class Counsel in accordance with the terms of the Settlement.
17 The difference between the amounts approved in the Preliminary Approval Order and the amounts
18 approved in this Order shall be reallocated and distributed as provided for in the Settlement.

19 15. The Court hereby confirms Phoenix Class Action Administration Solutions as the
20 "Settlement Administrator." The Court finds that the expense of \$8,000 for the Settlement
21 Administrator's services in administering the Settlement is fair and reasonable. The Court approves
22 this amount and directs that payment be made in accordance with the Settlement.

23 16. The Court finds that payment of any unclaimed residue of the common fund to the
24 California Unclaimed Property Fund maintained by the California State Controller's Office
25 satisfies the requirements of California Code of Civil Procedure section 384.

26 17. The checks issued for Individual Settlement Payments shall be valid for one hundred
27 eighty (180) days from the date of issuance. Upon the expiration of the check-cashing period, the
28 Settlement Administrator will tender any funds from uncashed checks or other cash residue to the

California State Controller's Unclaimed Property Fund in accordance with California's Unclaimed Property Law, codified at California Code of Civil Procedure section 1500, *et seq.*

18. A Final Accounting ^{non-appearance case review} ~~Hearing~~ shall be held before the Court, in Department 7, on May 17, 2024 at 9:00 a.m. / ~~p.m.~~

19. Upon the completion of the administration of the Settlement, the Settlement Administrator will provide a declaration of such completion to the Court and counsel for the Parties. The declaration shall describe: (i) the dates that checks were mailed or payments made; (ii) the total number of checks mailed to Participating Class Members; (iii) the total amount of those checks; (iv) the number of checks that remain uncashed; (v) the total value of those uncashed checks; and (vi) the estimated date of disposition of the unclaimed funds. The declaration shall be filed with the Court at least five (5) court days before the Final Accounting Hearing.

20. Except as otherwise provided in this Order awarding Class Counsel's attorneys' fees and litigation costs and in the Settlement, the Parties will bear their own attorneys' fees and costs.

21. Notwithstanding the matters addressed herein, all other terms and provisions of the Settlement are hereby ordered to be consummated.

22. Nothing in this Order shall preclude any action to enforce the Parties' obligations under the Settlement or under this Order.

23. Jurisdiction is hereby retained over this Action, the Parties to the Action, each of the Class Members for all matters relating to this Action (but only as necessary with respect to those Class Members who requested to be excluded and not bound by any judgment entered herein), and the Settlement, including (without limitation) all matters relating to the administration, interpretation, effectuation, and/or enforcement of this Settlement and this Order.

24. Pursuant to California Rules of Court, Rule 3.771(b), the Settlement Administrator shall give notice to the Class of the entry of this Order, and any final judgment entered in this Action, by posting it on its website.

IT IS SO ORDERED.

Dated: 09/08/2023



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge

Hon. Lawrence P. Riff
Judge of the Superior Court