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Attorneys for Plaintiff and the Putative Classes

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DANIEL TORRES, on behalf of himself and
all others similarly situated;

Plaintiff,

v.

BALFOUR BEATTY CONSTRUCTION,
LLC a Delaware Limited Liability Company,
BALFOUR BEATTY CONSTRUCTION
COMPANY, INC., a Nevada Corporation, and
DOES 1 through 50 inclusive,

Defendants.

CASE NO.: 20STCV46969

Assigned to the Hon. Carolyn B. Kuhl

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT
THEREON**

HEARING INFO

Date: January 30, 2023

Time: 11:30 a.m.

Dept.: 12

Complaint Filed: December 9, 2020

FILED
Superior Court of California
County of Los Angeles

01/30/2023

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreené Deputy

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Class Action Settlement Agreement and Release of Claims (the “Settlement
3 Agreement” and/or the “Settlement”) came for hearing on January 30, 2022, in Department 12
4 of the above-entitled court.

5 The Final Approval Motion was unopposed by Defendants Balfour Beatty Construction,
6 LLC and Balfour Beatty Construction Company, Inc. (“Defendants”). Having considered the
7 Final Approval Motion, the Amended Joint Stipulation of Class Action Settlement (“Settlement
8 Agreement”), declarations in support thereof, and all other materials properly before the Court
9 and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court
10 finds that the Settlement Agreement was entered by all parties in good faith, and the Settlement
11 Agreement is approved. Due and adequate notice having been given to the Settlement Class,
12 and the Court having considered the Settlement Agreement, all papers filed and proceedings had
13 herein and all oral and written comments received regarding the proposed Settlement, and having
14 reviewed the record in this Action, and good cause appearing,

15 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

16 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
17 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement and
18 the Joint Stipulation to Shorten Class and PAGA Release Period.

19 2. The Court has jurisdiction over the subject matter of this Action, the Class
20 Representative, the Settlement Class Members, and Defendant.

21 3. The Court finds that the distribution of the Notice Packet, as provided for in the
22 Order Granting Preliminary Approval of Class Action Settlement, constituted the best notice
23 practicable under the circumstances to all Settlement Class Members and fully met the
24 requirements of California law and due process under the California and United States
25 Constitution. Based on evidence and other material submitted, the actual notice to the Settlement
26 Class was adequate.

27 4. The Court finds that the instant Action presented a good faith dispute of the claims
28 alleged, and the Court finds in favor of Settlement approval. Specifically, the claims on behalf

1 of the Settlement Class Members included claims for claims for failure to pay wages (including
2 overtime wages and minimum wages under California Labor Code §§ 510, 1194, 1197, 1197.1
3 and 1198), failure to provide meal and/or rest periods and associated premium payments under
4 California Labor Code §§ 226.7, 512(a), failure to pay wages timely during employment and
5 upon termination and associated claims for waiting time penalties under California Labor Code
6 §§ 203 and 204, failure to provide compliant wage statements under California Labor Code §
7 226(a), failure to maintain requisite payroll records under California Labor Code § 1174(d),
8 failure to reimburse business expenses under Labor Code § 2802, claims under California Labor
9 Code § 2699, *et seq.* (“PAGA”) claims based on the California Labor Code sections alleged or
10 could have been alleged in the Complaint based on the factual allegations set forth in the
11 Complaint, and unfair business practices in violation of California Business and Professions
12 Code § 17200 *et seq.*

13 5. All Settlement Class Members who did not opt-out of the Settlement are entitled
14 to payment pursuant to the Settlement and this Judgment.

15 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
16 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
17 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
18 Settlement Agreement.

19 7. The Settling Parties are to bear their own costs, except as otherwise provided in
20 the Settlement Agreement.

21 8. For purposes of effectuating this Order and Judgment (including the Released
22 Claims of Participating Class Members), this Court has certified the following class: “all current
23 and former non-exempt employees employed by Defendants at any time during the Class Period
24 [December 9, 2016 through July 5, 2022].” The Court deems this definition sufficient for
25 purposes of California Rules of Court, rule 3.765(a). All Settlement Class Members who opted-
26 out are excluded from any and all terms and obligations, including the release(s) of the
27 Settlement.
28

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

12 10. By this Judgment, the Class Representatives shall release, relinquish, and
13 discharge, and each of the Participating Class Members shall be deemed to have, and by
14 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
15 discharged all Released Claims, as defined in the Settlement Agreement.

16 11. By this Judgment, Plaintiff and the State of California shall release, relinquish,
17 and discharge, and by operation of the Judgment shall have, fully, finally, and forever released,
18 relinquished, and discharged all Released PAGA Claims as set forth in the Settlement Agreement

19 12. Neither the Settlement Agreement nor the Settlement terms contained therein, nor
20 any act performed or document executed pursuant to or in furtherance of the Settlement
21 Agreement or the Settlement (i) is or may be deemed to be or may be used by the Class
22 Representatives or Participating Class Members as an admission of, or evidence of, the validity
23 of any of the Settlement Class Members' Released Claims, or of any wrongdoing or liability of
24 Defendants or any of the other Released Parties; or (ii) is or may be deemed to be or may be used
25 by the Class Representatives or Participating Class Members as an admission of, or evidence of,
26 any fault or omission of Defendants or any of the other Released Parties in any civil, criminal,
27 or administrative proceeding in any court, administrative agency, or other tribunal. Defendants
28 or any of the other Released Parties may file the Settlement Agreement and/or the Judgment

1 from this Action in any other action that may be brought against it or them in order to support a
2 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
3 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion
4 or similar defense or counterclaim.

5 13. The “Settlement Amount” to be paid under the Settlement Agreement is
6 \$275,000. From this amount, Class Counsel collectively sought an award of Attorneys’ Fees of
7 \$91,666.66 to the Law Offices of Jake Finkel, APC and the Bokhour Law Group, P.C.
8 (subsequently appointed as Class Counsel), and Costs in the amount of \$13,051.29, Class
9 Representatives Service Payment for the Class Representatives Daniel Torres of \$8,000,
10 Settlement Administrator, Phoenix Settlement Administrators, costs for \$8,250, and \$15,000 to
11 the LWDA for PAGA Penalties. Defendants do not oppose these requests. The Court finds that
12 the Settlement Amount is fair, reasonable, and adequate, and awards the payments as set forth
13 above from the Settlement Amount. After deducting the foregoing payments from the Settlement
14 Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class
15 Members as set forth in the Settlement Agreement and as calculated by the Settlement
16 Administrator.

17 14. The Settlement Administrator is directed to calculate the Participating Class
18 Member’s Individual Settlement Payments from the Net Settlement Amount and issue all
19 payments in accordance with the Settlement Agreement.

20 15. Concurrently with mailing the settlement checks to the Participating Class
21 Members, the Settlement Administrator shall include a Notice of Entry of Judgment to all
22 Participating Class Members either on a postcard or as a detachable portion of the check for the
23 Participating Class Members, noting the following: “Please be advised that on [date] the
24 Superior Court of California for the County of Los Angeles entered Judgment in the case entitled
25 *Torres v. Balfour Beatty Construction, LLC, et al.*, Case No. 20STCV46969, on behalf of all
26 Participating Class Members employed by Defendants at any time during the Class Period
27 December 9, 2016 through July 5, 2022].
28

1 16. Participating Class Members shall have 180 days to negotiate the Settlement
2 check from the date of issuance by the Settlement Administrator. In the event that a Participating
3 Class Member does not negotiate his/her check within this time period, the uncashed check along
4 with any interest that has accrued thereon, shall be submitted to the State of California Unclaimed
5 Property Fund.

6 17. This document shall constitute a Judgment for purposes of California Rule of
7 Court 3.769(h).

8 18. The Court reserves exclusive and continuing jurisdiction over the Action, the
9 Class Representatives, the Participating Class Members, and Defendants for the purposes of
10 supervising the implementation, enforcement, construction, administration, and interpretation of
11 the Settlement Agreement and this Judgment.

12 19. A final accounting ~~report~~ ~~hearing~~ regarding the distribution of the funds shall be ~~held~~
13 ~~filed~~ on by Jan. 9, 2024, ~~2023~~, at a/p.m. in Department 12 of the above entitled
14 ~~Court.~~

15 **IT IS SO ORDERED.**

16
17 Dated: 01/30/2023, 2023



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge

HON. CAROLYN B. KUHL
JUDGE OF THE SUPERIOR COURT

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I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

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Executed on January 23, 2023, at Los Angeles, California.

Carlos Garcia