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

11 RONALD SANTELLAN, individually, and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 NATIONAL READY MIXED CONCRETE
16 CO., a California corporation; and DOES 1
17 through 10,

18 Defendants.

FILED
Superior Court of California
County of Los Angeles
01/09/2025
David W. Slayton, Executive Officer / Clerk of Court
By: R. Lindsey Deputy

Case No.: 20STCV34391

CLASS AND REPRESENTATIVE ACTION

[Honorable Laura A. Seigle, Department 17]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, the Declaration of
Plaintiff, the Declaration of Lisa Pavlik, and
[Proposed] Judgment]*

FINAL APPROVAL HEARING:

Date: January 9, 2025
Time: 9:00 a.m.
Dept.: 17

Action Filed: September 4, 2020
Trial Date: Not set

1 **[PROPOSED] FINAL APPROVAL ORDER**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On August 8, 2024, the Court entered an Order which granted Plaintiff's Motion for
4 Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification,
5 approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary
6 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
7 "Action") that was reached between Plaintiff Ronald Santellan ("Plaintiff") and Defendant National
8 Ready Mixed Concrete Co. ("Defendant") (together with Plaintiff, the "Parties"), in accordance with
9 the Parties' Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement"). The
10 Settlement was attached as **Exhibit 2** to the Supplemental Declaration of Kane Moon in Support of
11 Plaintiff's Motion for Preliminary Approval of Class Action Settlement that was filed on July 23,
12 2024.

13 The Court now has before it Plaintiff's Motion for Final Approval of Class Action and PAGA
14 Settlement, including a motion for payment of Class Counsel Fees Payment, Class Counsel
15 Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses
16 Payment, and PAGA Penalties, and whether the Settlement should be finally approved as fair,
17 reasonable, and adequate as to Class Members (collectively "Motion for Final Approval"), as well
18 as a [Proposed] Final Approval Order.

19 Due and adequate notice having been given to Class Members, and the Court having reviewed
20 the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations
21 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
22 any oral argument, and good cause appearing,

23 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

- 24 1. The Court, for purposes of this Final Approval Order, incorporates and adopts all
25 terms and definitions as set forth in the Settlement.
- 26 2. Plaintiff's Motion for Final Approval came before Department 17 of this Court, the
27 Honorable Laura A. Seigle presiding, on January 9, 2024.
- 28 3. The Court finds that the Settlement was made and entered into in good faith, the terms

1 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
2 investigation conducted by Plaintiff and his counsel of record (“Class Counsel”); is the result of
3 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
4 meets the requirements for final approval. In so finding, the Court has considered all the evidence
5 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
6 complexity of the claims presented; the likely duration of further litigation; the settlement amount
7 offered; the extent of investigation and discovery completed; and the experience and views of Class
8 Counsel. The Court has further considered the absence of any Objections or Requests for Exclusion
9 from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for Final
10 Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

11 4. The Court certifies, for settlement purposes only, the following Class: All current and
12 former employees employed by Defendant in the State of California during the Class Period who do
13 not opt out of the Settlement. The Class Period is April 1, 2018 through February 10, 2024. No Class
14 Members submitted a Request for Exclusion from the Settlement.

15 5. The Released PAGA Claims shall bind the following Aggrieved Employees: All
16 current and former non-exempt employees employed by Defendant in the State of California at any
17 time during the PAGA Period. The “PAGA Period” is September 1, 2019 to February 10, 2024.

18 6. The Court finds that Plaintiff exhausted all administrative remedies required to bring
19 the PAGA claims asserted in this Action and is authorized to act as private attorney general with
20 respect to the Released PAGA Claims being released under the Settlement. The Court further finds
21 that pursuant to California Labor Code section 2699(l)(2), the California Labor and Workforce
22 Development Agency (“LWDA”) has been given timely notice of the Settlement, has not objected,
23 and is therefore bound by this Final Approval Order.

24 7. The deadline to submit a Request for Exclusion or to submit written Objections to the
25 Settlement was November 4, 2024 for the majority of Class Members and November 18, 2024 for
26 the remaining Class Members who received a remailed Class Notice.

27 8. No Requests for Exclusion were received. Accordingly, all 707 Class Members
28 remain in the Class.

1 9. All Class Members had an opportunity to object to the Settlement. No written
2 Objections were received.

3 10. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
4 Court Approval (the “Class Notice”), which was attached as **Exhibit A** to the Settlement and
5 provided to the Class pursuant to the plan for distribution described under the Settlement, conformed
6 with the requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the
7 best notice practicable under the circumstances, by providing individual and adequate notice of the
8 proceedings and of the matters set forth therein to Class Members. The Class Notice fully satisfied
9 the requirements of due process and provided the Class Members with adequate instructions and a
10 variety of means to obtain additional information.

11 11. A full opportunity has been afforded to Class Members to participate in the Final
12 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard
13 and/or had an opportunity to be heard. Class Members have had a full and fair opportunity to exclude
14 themselves from, or object to, the Settlement. Accordingly, the Court determines that all Class
15 Members who did not submit a timely Request for Exclusion (“Participating Class Members”) are
16 bound by this Final Approval Order and the concurrently filed Judgment.

17 12. Release of Claims. Effective on the date when Defendant fully funds the entire
18 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portions of
19 Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel
20 will release claims against all Released Parties as follows (Settlement, ¶ 5.):

21 a. Released Parties. “Released Parties” means: Defendant and each of their
22 insurers, brands, concepts, affiliates, subsidiaries, parent companies, predecessors,
23 successors, assigns, employees, officers, directors, agents, attorneys, administrators,
24 representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be
25 jointly liable with Defendant. (*Id.* at ¶ 1.42.).

26 b. Plaintiff’s Release. In addition to the claims released under Sections 5.2
27 and 5.3 below, Plaintiff and Plaintiff’s former and present spouses, representatives, agents,
28 attorneys, heirs, administrators, successors, and assigns, agree to a general release of any and

1 all claims, transactions, or occurrences against Released Parties—which will include without
2 limitation any and all claims which in any way relate to Plaintiff’s employment with
3 Defendant, under State or Federal law, in tort, common law, statute, contract, or equity,
4 whether pled in the Complaint or not, including but not limited to any claims under the FLSA,
5 Title VII, ADA, FEHA, ADEA, PAGA, California Labor Code, or any Industrial Welfare
6 Commission Wage Order—now existing or arising in the future, based on any act, omission,
7 event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof
8 (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce
9 this Agreement, or to any claims for vested benefits, unemployment benefits, disability
10 benefits, social security benefits, and workers’ compensation benefits that arose at any time,
11 or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may
12 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows
13 or believes to be true but agrees, nonetheless, that Plaintiff’s Release will be and remain
14 effective in all respects, notwithstanding such different or additional facts or Plaintiff’s
15 discovery of them. (*Id.* at ¶ 5.1.)

16 1) Plaintiff’s Waiver of Rights Under California Civil Code Section
17 1542. For purposes of Plaintiff’s Release, Plaintiff expressly waives
18 and relinquishes the provisions, rights, and benefits, if any, of section
19 1542 of the California Civil Code, which reads: A general release
20 does not extend to claims that the creditor or releasing party does not
21 know or suspect to exist in his or her favor at the time of executing
22 the release, and that if known by him or her would have materially
23 affected his or her settlement with the debtor or Released Party. (*Id.*
24 at ¶ 5.1.1.)

25 c. Release by Participating Class Members. All Participating Class
26 Members, on behalf of themselves and their respective former and present representatives,
27 agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i)
28 all claims that were alleged, or reasonably could have been alleged, based on the Class Period

1 factual allegations and primary rights stated in the Operative Complaint and any amendments
2 thereto, and ascertained in the course of the Actions, including, 1) failure to pay all wages
3 (including minimum wages, other wages, and paid sick leave at the correct rates of pay); 2)
4 failure to pay all overtime wages (including failure to pay at the regular rate of pay); 3) meal
5 period violations and claims for meal period premium pay; 4) rest period violations and claims
6 for rest period premium pay; 5) failure to pay all wages during employment and upon
7 termination; 6) wage statement violations and failure to keep required records (Lab. Code §
8 1174); 7) failure to reimburse expenses, and 8) Unfair Competition Law violations. Except as
9 set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other
10 claims, including claims for vested benefits, wrongful termination, violation of the Fair
11 Employment and Housing Act, unemployment insurance, disability, social security, workers'
12 compensation, or claims based on facts occurring outside the Class Period. (*Id.* at ¶ 5.2.)

13 d. Release by Aggrieved Employees. All Aggrieved Employees are deemed
14 to release, on behalf of themselves and their respective former and present representatives,
15 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
16 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on
17 the PAGA Period factual allegations and primary rights stated in the Operative Complaint and
18 any amendments thereto, the PAGA Notices, and ascertained in the course of the Actions,
19 including, 1) failure to pay all wages (including minimum wages, other wages, and paid sick
20 leave at the correct rates of pay); 2) failure to pay all overtime wages (including failure to pay at
21 the regular rate of pay); 3) meal period violations and claims for meal period premium pay; 4)
22 rest period violations and claims for rest period premium pay; 5) failure to pay all wages during
23 employment and upon termination; 6) wage statement violations and failure to keep required
24 records (Lab. Code § 1174); and 7) failure to reimburse expenses. This Release shall apply to
25 Plaintiff, the Aggrieved Employees, the Labor & Workforce Development Agency, and the
26 State of California during the PAGA Period. (*Id.* at ¶ 5.3.)

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

1 14. The Court finds that the Gross Settlement Amount of **\$785,000.00** (“GSA”), the Net
2 Settlement Amount, and the methodology used to calculate Individual Class Payments to
3 Participating Class Members and Individual PAGA Payments to Aggrieved Employees are fair and
4 reasonable. Thus, Court authorizes the Administrator to calculate and pay individual settlement
5 shares in accordance with the terms of the Settlement.

6 15. Defendant is ordered to fully fund the GSA, and also fund the amounts necessary to
7 fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator no later
8 than thirty (30) days after the Effective Date.

9 16. Within fourteen (14) days after Defendant funds the GSA, the Administrator will mail
10 checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
11 Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel
12 Litigation Expenses Payment, and the Class Representative Service Payment.

13 17. A total amount of \$50,000.00 shall be allocated as “PAGA Penalties,” payable from
14 the GSA, for resolution of the Released PAGA Claims and distributed as follows: 75% (**\$37,500.00**)
15 to the LWDA (“LWDA PAGA Payment”) and 25% (**\$12,500.00**) to Aggrieved Employees
16 (“Individual PAGA Payments”).

17 18. The Court confirms the appointment of Plaintiff as the Class Representative, for
18 settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive as a
19 Participating Class Member and Aggrieved Employee, the Court approves and orders a service
20 payment to Plaintiff in the amount of **\$10,000.00** (the “Class Representative Service Payment”),
21 payable from the GSA, for his role and service as the Class Representative, for the risks and work
22 attendant to that role, and for his general release of claims and waiver of section 1542 rights.

23 19. The Court confirms the appointment of Moon Law Group, PC, as Class Counsel, for
24 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
25 apparent conflicts of interest with Plaintiff, other Class Members, or the Administrator, and have
26 adequately represented Class interests. The Court approves and orders the payments to Class
27 Counsel, payable from the GSA, of **\$261,666.67** for reasonable attorneys’ fees (“Class Counsel Fees
28 Payment”) and of **\$41,392.54**, for reimbursement of out-of-pocket costs (“Class Counsel Litigation

1 Expenses Payment”). The Court finds that these amounts are reasonable considering the benefits
2 provided to the Class.

3 20. The Court confirms the appointment of Simpluris, Inc. as the Administrator, who has
4 fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
5 Administrator of **\$10,000.00** (“Administration Expenses Payment”), payable from the GSA, for
6 settlement administration.

7 21. Pursuant to California Code of Civil Procedure section 384, following the expiration
8 of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall
9 transmit those amounts to the California Controller’s Unclaimed Property Fund in the name of each
10 Participating Class Member and/or Aggrieved Employee who failed to cash their settlement check
11 prior to the void date.

12 22. In accordance with California Rule of Court 3.771(b), notice of the concurrently
13 filed Judgment will be given to the Class by the Administrator, who will post an electronic copy
14 on its website for no less than ninety (90) calendar days following entry thereof.

15 23. This Final Approval Order and the concurrently filed Judgment are intended to be a
16 final disposition of the Action in its entirety and are intended to be immediately appealable.

17 24. The obligations set forth in the Settlement are deemed part of this Final Approval
18 Order and the concurrently filed Judgment, and the Parties and the Administrator are ordered to
19 carry out the Settlement according to its terms and provisions.

20 25. Following entry of the concurrently filed Judgment, and without affecting the finality
21 thereof, pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
22 jurisdiction with respect to the interpretation, implementation, and enforcement of the Settlement
23 and all orders and judgments entered in connection therewith.

24 26. The Settlement is finally approved but is not an admission by Defendant of the
25 validity of any claims in this Action, of any wrongdoing by Defendant or of any violation of law
26 or that this Action is appropriate for class or representative treatment (other than for settlement
27 purposes). Whether or not this Settlement is finally approved, neither the Final Approval Order,
28 Judgment, the Settlement, nor any related document, nor any action taken to carry out the

1 Settlement, may be construed as, or may be used as an admission by or against Defendant of any
2 fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement, and
3 any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
4 be evidence of, an admission or concession with regard to the denials or defenses by Defendant.
5 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this
6 Final Approval Order and Judgment, the Settlement, or any other papers and records on file in the
7 Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel, release,
8 or other theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or
9 Released PAGA Claims. In the event the Settlement does not become effective in accordance with
10 the terms of the Settlement, or the Settlement is not finally approved, or is terminated, canceled or
11 fails to become effective for any reason, this Final Approval Order shall be rendered null and void,
12 and the Parties shall revert to their respective positions as of before entering into the Settlement,
13 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
14 including all available defenses and affirmative defenses. In such an event, the Court's orders
15 regarding the Settlement, including this Final Approval Order, shall not be used or referred to in
16 litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Settlement
17 with respect to the effect of the Settlement if it is not approved.

18 27. Notice of entry of this Final Approval Order and Judgment shall be given to all Parties
19 by Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
20 of entry of this Final Approval Order and Judgment to individual Class Members.

21 28. The Court sets a (Non-Appearence) Compliance Hearing re: Distribution on
22 **October 16, 2025 at 8:30 a.m. a.m./p.m. in Department 17.** Class Counsel are ordered to file a
23 final report and declaration by the Administrator regarding settlement distribution no later than
24 five (5) court days prior to the Compliance Hearing. No appearance will be required at the
25 Compliance Hearing if the Administrator's declaration reports that all the distributions under the
26 Agreement are complete.

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IT IS SO ORDERED.

DATE: 01/09/2025



Laura Seigle

THE HON. LAURA A. SEIGLE
Judge of the Superior Court, Los Angeles County
Laura A. Seigle / Judge