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Attorneys for Plaintiff MICHEAL HONEA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF IMPERIAL

MICHAEL HONEA, an individual, on behalf
of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

SPENCER CONSTRUCTION LLC, a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

Case No. ECU001860

[PROPOSED] AMENDED JUDGMENT

Date: June 29, 2023
Time: 8:30 a.m.

Judge: Hon. Jeffrey B. Jones
Dept.: 5

Trial Date: Not Set
Action Filed: April 15, 2021

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award
3 and Class Representative Service Award duly came on for hearing on June 29, 2023, before the
4 above-entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
9 The Class is defined as "all non-exempt employees who are or previously were employed by
10 Defendant and performed work in California during the Class Period." The Class Period is defined
11 as "the time period between April 15, 2017 to February 7, 2022."

12 2. All persons who meet the foregoing definition are members of the Settlement Class,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There
14 are 121 Class Members who worked for Defendant during the Class Period. After providing Notice
15 to the Class, there are zero opt-outs and zero objections to the Settlement.

16 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
17 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
18 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
19 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
20 of Class Action and PAGA Settlement and in this Final Judgment.

21 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
22 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
23 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
24 benefits.

25 5. As of the date the Defendant funds the Gross Settlement Amount, Plaintiff and each
26 Class Member who has not validly opted out has released the "Released Parties" from the "Released
27 Class Claims" as set forth in the Agreement.

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1 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

2 (a) The “Released Class Claims” are defined as all class claims alleged in the
3 operative complaint which occurred during the Class Period, and expressly excluding all other
4 claims, including claims for vested benefits (other than vacation and/or paid time off to the extent
5 those are alleged in the operative complaint), wrongful termination, unemployment insurance,
6 disability, social security, workers' compensation, and class claims outside of the Class Period.

7 (b) The “Released Parties” are defined as Defendant and each of its past, present,
8 and/or future, direct, and/or indirect, officers, directors, members, managers, non-exempt
9 employees, agents, representatives, attorneys, insurers, partners, investors, shareholders,
10 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors,
11 assigns, and joint ventures.

12 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
13 Labor and Workforce Development Agency (“LWDA”), the State of California, and each
14 “Aggrieved Employee” have released the Released Parties from the “Released PAGA Claims” for
15 the “PAGA Period” as set forth in the Agreement.

16 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

17 (a) The “Aggrieved Employees” are defined as all non-exempt employees who
18 are or previously were employed by Defendant and performed work in California during the PAGA
19 Period. The PAGA Period is defined as the period between November 20, 2019 to February 7, 2022.

20 (b) The “Released PAGA Claims” are defined as all PAGA claims alleged in the
21 operative complaint and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA
22 Period, and expressly excluding all other claims, including claims for vested benefits (other than
23 vacation and/or paid time off to the extent those are alleged in the operative complaint and Plaintiff’s
24 PAGA notice to the LWDA), wrongful termination, unemployment insurance, disability, social
25 security, workers' compensation, and PAGA claims outside of the PAGA Period.

26 9. This Court hereby grants final approval and awards the following: (i) \$59,741.54 for
27 the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or Fifty Thousand
28 Dollars and Zero Cents (\$50,000.00) and litigation expenses in the amount of Nine Thousand, Seven

1 Hundred Forty-One Dollars and Fifty-Four Cents (\$9,741.54); (ii) the Class Representative Service
2 Award to Class Representative, Michael Honea, in the amount of Ten Thousand Dollars and Zero
3 Cents (\$10,000.00); (iii) Claims Administration Expenses of Eight Thousand Dollars and Zero
4 Cents (\$8,000.00) to ILYM Group, Inc.; and (iv) Five Thousand Dollars and Zero Cents (\$5,000.00)
5 (75% of the PAGA Settlement) to the Labor and Workforce Development Agency (“LWDA
6 Payment”); and (v) Two Thousand Dollars and Zero Cents (25% of the PAGA Settlement) to the
7 Aggrieved Employees.

8 10. **According to the Declaration of Nathalie Hernandez of ILYM Group, Inc.,**
9 **Regarding Disbursement of Settlement Funds, a total amount of \$4,844.69 in settlement**
10 **checks remain uncashed after the February 7, 2024, check cashing deadline. The unclaimed**
11 **funds shall be sent to the Cy Pres: Children’s Advocacy Institute, upon receipt of the signed**
12 **Amended Judgement pursuant to Code of Civil Procedure section 384.**

13 11. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
14 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
15 section 2699(1)(3).

16 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
17 **ORDERED.**

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20 DATED: 05/30/2024, 2024

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23 Hon. Jeffrey B. Jones
24 JUDGE OF THE SUPERIOR COURT
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