

Electronically Received 03/13/2024 10:34 AM

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Jacquelyne VanEmmerik (SBN 339338)
MOON LAW GROUP, P.C.
1055 West Seventh Street, Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: jvanemmerik@moonlawgroup.com

*Attorneys for Plaintiffs,
Joshua Bravo and Alex Fernando Iboy Xoj*

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

ARCADIO PINTO FLORES, JOSHUA BRAVO,
and ALEX FERNANDO IBOY XOJ individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

J GINGER MASONRY, L.P., a limited
partnership; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 20STCV46463

[Honorable Carolyn B. Kuhl,
Department 12]

**AMENDED [~~PROPOSED~~] ORDER AND
JUDGMENT GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT**

FINAL APPROVAL HEARING

Date: March 12, 2024

Time: 11:00 a.m.

Department: 12

Complaint Filed: December 3, 2020

Trial Date: Not Set

1 The Court issued an Order Granting Plaintiffs Joshua Bravo’s and Alex Fernando Iboy Xoj’s
2 Motion for Preliminary Approval of Class and Representative Action Settlement on September 7,
3 2023. Plaintiffs Joshua Bravo and Alex Fernando Iboy Xoj (“Plaintiffs”) now seek an Order and
4 Judgment Granting Final Approval of the same Stipulation of Class and Representative Action
5 Settlement (“Settlement”) between Plaintiffs and Defendant J. Ginger Masonry (“Defendant”),
6 attached to the Declaration of Kane Moon in Support of Plaintiffs’ Motion for Final Approval of
7 Class and Representative Action Settlement as **Exhibit 1**.

8 The Court, having considered Plaintiffs’ Notice of Motion and Motion for Final Approval of
9 Class and Representative Action Settlement (“Motion”), the supporting Declarations and Exhibits
10 therein, the records and files in this Action, and the absence of any written objections or requests for
11 exclusion from the Settlement; and good cause appearing, **HEREBY ORDERS, ADJUDGES, AND**
12 **DECREEES AS FOLLOWS:**

13 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as set
14 forth in the Settlement.

15 The Court has jurisdiction over all claims asserted in this Action, Plaintiffs, all Participating
16 Class Members, all PAGA Members, and Defendant.

17 The Settlement appears to have been made and entered into in good faith and is hereby
18 approved, subject to any limitations on the requested fees and payments as set forth below.

19 For purposes of effectuating the Settlement, the following Class is hereby certified: all current
20 and former hourly non-exempt employees who worked for Defendant in California as an hourly, non-
21 exempt employee at any time during the period commencing on December 3, 2016, through
22 November 1, 2022. *Settlement*, ¶¶ 4, 11.

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

25 No Class Members have objected to the terms of the Settlement. *Declaration of Lindsay*
26 *Romo* (“*Romo Decl.*”), ¶ 11.

27 Three Class Members have requested exclusion from the Settlement, including Angel Joseph
28 Pesqueria, Fernando Lopez, and Juan Carlos Lopez. *Romo Decl.*, ¶ 12. They are hereby excluded
from the Class.

1 Plaintiff, all Participating Class Members, and all PAGA Members shall have, by operation of
2 this Final Order and Judgment, fully, finally and forever released, relinquished, and discharged all
3 Released Parties from all Released Claims and PAGA Claims upon Final Approval and Defendant's
4 payment of all sums due pursuant to the Settlement, and except as to such rights or claims as may be
5 created by the Settlement, as stated in the Settlement and reproduced here:

6 1. **"Released Parties"** means (1) Defendant; (2) Defendant's respective past, present and
7 future parent corporations, affiliates, affiliates' companies, subsidiaries, divisions,
8 d/b/a's, predecessors, insurers, successors, franchisees, franchisors, assigns, principals,
9 heirs, their current and former employees, accountants, auditors, attorneys, consultants,
10 officers, managers, members, partners, directors, shareholders, agents, both individually
11 and in their business capacities of any of the following: and (3) any individual or entity
12 which could be jointly liable with any of the foregoing for any of the Released Claims.
13 *Settlement*, ¶ 47.

14 2. **"Released Claims"** means any and all claims, debts, liabilities, demands, obligations,
15 guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or
16 accrued for, that are pleaded, or that could have been pleaded, based on the facts and
17 claims alleged in the Litigation, including any claims for: (1) Failure to Pay Minimum
18 Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal
19 Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify
20 Necessary Business Expenses; (6) Failure to Timely Pay Final Wages at Termination;
21 (7) Failure to Provide Accurate Itemized Wage Statements; (8) Unfair Business
22 Practices; and (9) civil penalties, Labor Code § 2699, predicated on any of the
23 violations of the California Labor Code and applicable California Industrial Welfare
24 Commission Wage Orders that were alleged or reasonably could have been alleged
25 based on the facts asserted in the operative complaint in the Action, including but not
26 limited to compensatory damages; economic and/or special damages; premium wages;
27 premium pay; penalties; attorneys' fees; interest; and litigation costs. *Settlement*, ¶ 46.

- 1 3. **“PAGA Claims”** means all claims or causes of action under PAGA that were or could
2 have been premised on the claims, liabilities, demands, causes of action, rights,
3 penalties, legal theories of relief, or obligations of any nature under the California
4 Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 et seq.) alleged in
5 Plaintiff Flores’s December 2, 2020 PAGA notice to the LWDA and Defendant in
6 LWDA Case No. LWDA-CM-814198-20, as amended on July 29, 2021 by Plaintiffs,
7 and that were alleged or reasonably could have been alleged based on the facts asserted
8 in the operative complaint in the Action including, but not limited to, for violations of
9 the California Labor Code and California Industrial Welfare Commission Wage Orders.
10 *Settlement*, ¶ 31.
- 11 4. **“Plaintiffs’ Further Released Claims”** means all Claims and causes of action that
12 Plaintiffs, on behalf of themselves individually, and in addition to their releases of the
13 Released Claims, expressly and further release against the Released Parties, including
14 any and all liabilities, Claims, demands, contracts, debts, obligations and causes of
15 action of any nature, kind, and description, whether in law, equity or otherwise,
16 whether or not now known or ascertained, which currently do or may exist, including
17 without limitation any matter, cause or Claim arising out of or related to facts or events
18 occurring prior to the execution of this Settlement Agreement, and/or arising from or
19 relating in any way to Plaintiffs’ employment with Defendant, including, but not
20 limited to, any and all rights and Claims whether based on tort (including, but not
21 limited to, any form of negligence, including, but not limited to, negligent hiring,
22 negligent retention, and/or negligent supervision), contract, or any federal, state or local
23 law, statute, act, order, constitution, or regulation, including, but not limited to, Claims
24 for disparate treatment, disparate impact, harassment, discrimination, retaliation, failure
25 to take all reasonable steps to prevent discrimination and retaliation, failure to engage in
26 the interactive process, failure to provide a reasonable accommodation, wrongful
27 termination in violation of public policy, misclassification, unpaid minimum wages,
28 unpaid overtime wages, off-the-clock work, lost wages, commissions, bonuses,

benefits, medical expenses, business expenses, severance, failure to provide meal or rest periods or pay meal or rest period penalties, wage statement violations, waiting time penalties, failure to timely pay earned wages during employment, failure to timely pay all earned wages and final paychecks due at time of separation of employment, other employment compensation, other economic and non-economic damages, penalties, liquidated damages, compensatory damages, punitive damages, injunctive relief, reinstatement, attorneys' fees, costs, expenses and any other statutory or common law claims relating to employment or the recruitment therefor or the termination thereof; conversion, false promise, misrepresentation, fraud, malicious prosecution, breach of contract, breach of covenant of good faith and fair dealing, fraudulent business practices, unfair competition, whistleblowing, whistleblower retaliation, emotional distress, defamation, libel, slander, invasion of privacy, violation of California Labor Code (including but not limited to §§ 132a, 226 and 1198.5 and the Private Attorneys General Act), and any and all rights and claims arising under the Age Discrimination in Employment Act of 1967, Rehabilitation Act, Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Family and Medical Leave Act, the Families First Coronavirus Response Act, the Genetic Information Nondiscrimination Act of 2008, the Workers Adjustment and Retraining Notification Act, the National Labor Relations Act, Sections 1981 through 1988 of Title 42 of the United States Code, the California Equal Pay Law, the California Fair Employment and Housing Act, the California Government Code, the California Family Rights Act, the Los Angeles Municipal Code, the Fair Labor Standards Act, the Equal Pay Act of 1963, the California Workers Adjustment and Retraining Notification Act, the California Business and Professions Code, any California Industrial Welfare Commission Wage Order, the California Military & Veterans Code, the California Civil Code, the California Corporations Code, the Unruh Civil Rights Act, the California Domestic Violence and Sexual Assault Victim Leave Act, the California Whistleblower Law, and the United States and

California constitutions; and any and all Claims that were asserted or that could have been asserted based on the factual allegations that are asserted in Plaintiffs' PAGA Notice, that were pled in the operative complaints in the Action or that could have been pled based on the factual allegations that are pled in the operative complaint in the Action. Plaintiffs also release Defendant and the Released Parties from any and all obligations for attorneys' fees and costs incurred in regard to all Claims. *Settlement*, ¶ 44.

5. **Date Release of Released Claims Becomes Active.** After Defendant remits the Gross Settlement Amount in full to the Settlement Administrator, Plaintiffs and all other Participating Class Members shall be deemed to have settled and released all Released Claims against the Released Parties that do not arise under PAGA. *Settlement*, ¶ 65(a).

6. **Date Release of PAGA Claims Becomes Active.** After Defendant remits the Gross Settlement Amount in full to the Settlement Administrator, the State of California, by and through Plaintiffs, its deputized PAGA representatives, and all PAGA Members shall be deemed to have settled and released all PAGA Claims against the Released Parties. Neither the Settlement Administrator's distribution of Individual PAGA Payment checks to, nor the use or enjoyment of any Individual PAGA Payment by Class Members, Participating Class Members, or PAGA Members shall constitute consideration offered or exchanged for the release of any Class Member, Participating Class Member, or PAGA Member's individual, private rights of action against any person.. *Settlement*, ¶ 65(c).

7. **Date Release of Plaintiffs' Further Released Claims Becomes Active.** After Defendant remits the Gross Settlement Amount in full to the Settlement Administrator, Plaintiffs, in addition to their releases of the Released Claims, shall be deemed to have released Plaintiffs' Further Released Claims and shall be deemed to have waived all rights, protections, and benefits of California Civil Code section 1542. *Settlement*, ¶ 65(b).

1 8. **“Effective Date”** means the later of the following dates: (i) sixty-five (65) days after
2 the Court enters Final Judgment and no appeal, writ or other challenge to the finality of
3 the judgment has been filed; or (ii) five (5) days after the date on which all appeals,
4 writs or other challenges to the Final Judgment have been resolved in a manner that
5 affirms the finality of the judgment and the time for the filing of any further appeals,
6 writs or other challenges has lapsed. *Settlement*, ¶ 16.

7 The Gross Settlement Amount, Net Settlement Amount, and methodology used to calculate
8 and pay the Individual Settlement Payments and Individual PAGA Payments are fair and reasonable.
9 The Settlement Administrator is authorized to pay the Individual Settlement Payments and Individual
10 PAGA Payments to the Participating Class Members and PAGA Members in accordance with the
11 terms of the Settlement.

12 Defendant shall pay a total of \$1,671,690.00 to resolve the Action. *Romo Decl.*, ¶ 15.
13 Defendant will remit the Gross Settlement Amount to the Settlement Administrator no later than
14 fourteen (14) days after the Court enters a Final Approval Order. *Settlement*, ¶ 89(a). The Settlement
15 Administrator shall distribute all payments from the Gross Settlement Amount no later than seven (7)
16 days after receiving the Gross Settlement Amount in full and the Effective Date occurs. *Settlement*, ¶
17 89(c).

18 From the Gross Settlement Amount, a PAGA Payment of \$100,000.00 shall be divided among
19 the California Labor and Workforce Development Agency (“LWDA”) and PAGA Members. The
20 LWDA shall receive 75% of the PAGA Payment, or \$75,000.00, and the PAGA Members shall
21 receive 25% of the PAGA Payment, or \$25,000.00, pursuant to the California Private Attorneys
22 General Act of 2004, *Labor Code* sections 2698, *et. seq.* *Settlement*, ¶ 35; *Romo Decl.*, ¶ 15.

23 From the Gross Settlement Amount, a Class Representative Service Award in the amount of
24 \$7,500.00 shall be paid to Plaintiff Joshua Bravo; and a Class Representative Service Award in the
25 amount of \$7,500.00 shall be paid to Plaintiff Alex Fernando Iboy Xoj for their service to the Class
26 and general release of claims. *Settlement*, ¶¶ 12, 44; *Romo Decl.*, ¶ 15. Joshua Bravo and Alex
27 Fernando Iboy Xoj are hereby confirmed as Class Representatives.

1 From the Gross Settlement Amount, a Class Counsel Fee Payment in the amount of
2 \$501,507.00 and Class Counsel Cost Payment in the amount of \$14,940.07 shall be paid to Class
3 Counsel for their reasonable fees and actual costs incurred in furtherance of the Action. *Settlement*, ¶¶
4 6, 7; *Romo Decl.*, ¶ 15; *Declaration of Kane Moon* (“*Moon Decl.*”), Exh. 4. The fees and costs shall
5 be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are
6 reasonable in light of the benefit provided to the Class. Moon Law Group, P.C. is hereby confirmed
7 as Class Counsel.

8 From the Gross Settlement Amount, Settlement Administration Costs in the amount of
9 \$20,000.00 shall be paid to the designated Settlement Administrator, Simpluris, Inc. *Settlement*, ¶ 49;
10 *Supplemental Declaration of Lindsay Romo*, § 16.

11 The Notice provided to the Class conforms with the requirements of *California Rules of*
12 *Court* rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
13 providing individual notice to all Class Members who could be identified through reasonable effort
14 and due and adequate notice of the proceedings and matters set forth therein to the Class Members.
15 The Notice fully satisfies the requirements of Due Process.

16 The Parties are ordered to have notice of this Final Order and Judgment sent to all
17 Participating Class Members and PAGA Members in accordance with *California Rules of Court*
18 section 3.771(b), along with the Individual Settlement Payments and Individual PAGA Payments
19 issued via First Class U.S. Mail to their last known addresses and to the LWDA, pursuant to *Labor*
20 *Code* section 2699(1). *Settlement*, ¶¶ 90(f), 90(g).

21 The Court shall retain jurisdiction with respect to all matters related to the administration and
22 consummation of the Settlement and any and all claims asserted in, arising out of, or related to the
23 subject matter of the Action, including, but not limited to, all matters related to the Settlement and the
24 determination of all controversies relating thereto. *Settlement*, ¶¶ 94, 95.

25 This Judgment is intended to be a final disposition of the Action in its entirety and is intended
26 to be immediately appealable.

27 Plaintiffs’ Motion for Final Approval of Class and Representative Action Settlement is
28 hereby granted.

1 The Court directs that Judgment shall be entered in accordance with the terms of this Order.

2 The Court sets a Non-Appearance Hearing (Case Review) Re: Distribution on November 27,
3 2024, at 4:30 p.m., in Department 12, and orders Class Counsel to file a Final Report and Declaration
4 regarding distribution no later than five court days in advance of such Hearing.

5 **IT IS SO ORDERED.**

6 DATE: 04/02/2024



7 _____
8 Honorable Carolyn B. Kuhl, Judge of the Superior Court of
9 California for the County of Los Angeles

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and
4 not a party to the within action; my business address is 1055 West Seventh Street, Suite 1880, Los
Angeles, California 90017. On **March 13, 2024**, I served the foregoing document described as:

5 **AMENDED [PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFFS'**
6 **MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION**
7 **SETTLEMENT**

8 X by E-mailing ____ the original X a true copy to the following:

9 **Atkinson, Andelson, Loya, Rudd & Romo**
10 Scott Dauscher, Esq. (sdauscher@aalrr.com)
11 Lauren Gafa, Esq. (lauren.gafa@aalrr.com)
12 David Kang, Esq. (david.kang@aalrr.com)
13 Jon Setoguchi, Esq. (jsetoguchi@aalrr.com)
12800 Center Court Drive, Suite 300
Cerritos, CA 90703
Phone: (562) 653-3200
Fax: (562) 653-3333

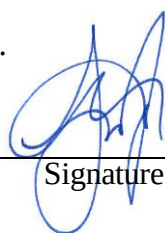
14 *Attorneys for J Ginger Masonry, LP*

15 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the
16 parties to accept electronic service, I caused the documents to be sent to the
persons at the electronic service addresses listed above via third-party cloud
service **CASEANYWHERE**.

17 I declare under penalty of perjury under the laws of the State of California that the foregoing
18 is true and correct.

19 Executed this, **March 13, 2024** at Los Angeles, California.

20 Janelle Jickain
21 Type or Print Name

22 
23 Signature