

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

PAUL HASTINGS LLP
Stephen L. Berry (SBN 101576)
695 Town Center Drive, 17th Floor
Costa Mesa, CA 92626
Phone: (714) 668-6200
Fax: (714) 668-6346
stephenberry@paulhastings.com

Attorneys for Defendant

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

HAROLD WALTERS, as an individual and on
behalf of all other aggrieved employees,

Plaintiff,

vs.

ASSOCIATED READY MIXED CONCRETE,
INC., a California Corporation; and DOES 1
through 100,

Defendants.

Case No. 21STCV05326

*[Case Assigned for all purposes to the Hon.
Gregory Keosian; Dept. 61]*

**~~[PROPOSED]~~ ORDER APPROVING
SETTLEMENT OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT, LABOR
CODE § 2698, et seq. AND JUDGMENT**

Action Filed: February 10, 2021

Trial Date: None Set

1 **~~PROPOSED~~ ORDER AND JUDGMENT**

2 Pursuant to the Joint Stipulation to Approve Settlement of Claims Brought Under the
3 Private Attorneys General Act submitted by Plaintiff Harold Walters (“Plaintiff”) and Defendant
4 Associated Ready Mixed Concrete, Inc. (“Defendant”) (Plaintiff and Defendant are referred to
5 together herein as the “Parties”), and after considering the Settlement Agreement, attached as
6 Exhibit 1 to the Joint Stipulation, and the documents and evidence presented in support thereof,
7 and recognizing the disputed issues involved in this case, the risks of further prosecution, the
8 benefits to be received by the State of California and the Aggrieved Employees pursuant to the
9 Settlement Agreement, the Court hereby makes a final ruling pursuant to Labor Code § 2699(l)
10 that the proposed Settlement Agreement is fair, reasonable, and adequate, and is the product of
11 good faith, arms’-length negotiations between the parties. Good cause appearing therefore, the
12 Court hereby GRANTS the Parties’ request for Settlement Approval of Claims Brought under
13 the Private Attorneys General Act, Reasonable Attorneys’ Fees and Costs, and Enhancement
14 Award, and HEREBY ORDERS as follows:

15 1. The “Aggrieved Employees” will be defined as: “all current and former non-
16 exempt employees of Defendant in the job position of mixer driver in the State of California
17 during any portion of the Covered Time Frame.

18 2. The “Covered Time Frame” is defined as February 11, 2020 through the date that
19 this Order is signed.

20 3. The Court hereby approves the Settlement as set forth in the Settlement
21 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
22 Agreement according to its terms.

23 4. The Court orders that Defendant will pay the Maximum Settlement Amount of
24 \$90,000.00 to the Settlement Administrator in accordance with the funding timeline set out in
25 the Settlement Agreement.

26 5. The Court hereby approves, as to form and content, the Notice of PAGA
27 Settlement and Release of Claims (“PAGA Notice”), attached as Exhibit A to the Settlement
28

1 Agreement, which will be mailed via First-Class U.S. Mail to the Aggrieved Employees, along
2 with the Individual Settlement Payments.

3 6. The Court hereby appoints CPT Group, Inc. as the Settlement Administrator.

4 7. Within twenty-one (21) calendar days of the “Effective Date,” as defined in the
5 Settlement Agreement, Defendant will provide the Settlement Administrator with the names, last
6 known addresses and telephone numbers, social security numbers, and number of weeks worked
7 for all Aggrieved Employees.

8 8. The Settlement Administrator is directed to mail the Individual Settlement
9 Payments, as defined in the Settlement Agreement, and the PAGA Notice to the Aggrieved
10 Employees within the time limits specified in the Settlement Agreement.

11 9. The Court finds that attorneys’ fees in the total amount of \$30,000.00 and
12 reimbursement of litigation costs of \$3,390.37 to Haines Law Group, APC are fair, reasonable,
13 and adequate, and orders that the Settlement Administrator distribute these payments to
14 Plaintiff’s Counsel as provided for in the Settlement Agreement.

15 10. The Court orders that the Settlement Administrator will be paid \$5,250.00 for all
16 of its work done and to be done until the completion of this matter and finds that sum appropriate.

17 11. The Court finds that the payment to the State of California Labor and Workforce
18 Development Agency (“LWDA”) in the amount of \$37,769.72 (representing 75% of the
19 California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*
20 (“PAGA”) civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair,
21 adequate, and reasonable, and orders that payment be made to the LWDA in accordance with
22 the terms of the Settlement Agreement.

23 12. The terms of the Settlement Agreement and of the Court’s Order shall be forever
24 binding on all Aggrieved Employees, and the Judgment entered herein shall constitute res
25 judicata and collateral estoppel with respect to any and all such prior, current, or future Released
26 Claims of all Aggrieved Employees and the State of California. Specifically, upon entry of this
27 Order and final Judgment, Plaintiff and the other Aggrieved Employees and the State of
28 California will be deemed to have fully released and forever discharged Defendant and the other

Released Parties (as defined in the Settlement Agreement) from any and all claims for civil penalties under the PAGA within the scope of or arising from the allegations of the Complaint, and specifically, all PAGA civil penalty claims for: (a) failure to provide meal and/or rest periods in accordance with applicable law, including payments for non-compliant meal and/or rest periods and alleged non-payment of wages for meal periods worked and not taken; (b) failure to reimburse business expenses; (c) failure to provide accurate itemized wage statements; and (d) failure to maintain records (“Aggrieved Employees’ Released Claims”), arising during the Covered Time Frame. The Aggrieved Employees’ Released Claims specifically include claims meeting the above definitions under the following statutes: California Labor Code §§ 210, 226, 226.3, 226.7, 512, 516, 558, 1174, 1197.1, 2802, and 2804; and California Civil Procedure Code § 1021.5. The approval of this Settlement by the Court bars all Aggrieved Employees from bringing any of the Released Claims in any future proceeding and from participating in any proceeding seeking penalties under PAGA.

13. In light of the approval of this Settlement which resolves this litigation in its entirety, this matter is hereby dismissed with prejudice. Without affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction under California Code of Civil Procedure § 664.6 to enforce the terms of the Settlement Agreement.

IT IS SO ORDERED.

Dated: 11/29/2022, ~~2022~~



Gregory Keosian
Honorable Gregory Keosian
Judge of the Superior Court
Gregory Keosian / Judge