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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

FRANCISCO SALOME RENOJ
HERNANDEZ, individually and on behalf
of others similarly situated,

Plaintiff,

vs.

BALTAZAR CONSTRUCTION, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 21STCV11456

*Assigned for All Purposed to the Honorable
Yvette M. Palazuelos, Dept. 9*

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

Hearing Date: June 14, 2023

Hearing Time: 10:00 a.m.

Dept: 9

Complaint filed: March 24, 2021

Trial: None Set

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

2 The above-referenced Action (“Action”) having come before the Court on June 14, 2023, for
3 a hearing and Final Order Approving Class Action and PAGA Settlement (“Final Order”), consistent
4 with the Court’s Preliminary Approval Order (“Preliminary Approval Order”), and as set forth in the
5 Second Amended Joint Stipulation of Class Action and PAGA Settlement thereto (“Agreement”), and
6 due and adequate notice having been given to all Class Members as required in the Preliminary
7 Approval Order, and the Court having considered all papers filed and proceedings had herein and
8 otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED,**
9 **ADJUDGED AND DECREED AS FOLLOWS:**

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. The term “Class,” “Class Members,” “Putative Class Members,” and “Putative Class”
12 shall mean the following: “all current and former non-exempt employees of Defendant Baltazar
13 Construction, Inc. in the state of California at any time from March 24, 2017 to November 13, 2021.”
14 The term “Participating Class Member” includes all Class Members who did not submit a timely and
15 valid Request for Exclusion as provided in the Settlement.

16 3. This Court has jurisdiction over the subject matter of this Action and over all Parties
17 to this Action, including all Class Members.

18 4. Distribution of the Notice directed to the Class Members as set forth in the Agreement
19 and the other matters set forth therein has been completed in conformity with the Preliminary
20 Approval Order, including individual notice to all Class Members who could be identified through
21 reasonable effort, and the best notice practicable under the circumstances. The Notice provided due
22 and adequate notice of the proceedings and of the matters set forth therein, including the proposed
23 Settlement set forth in the Agreement, to all persons entitled to such Notice, and the Notice fully
24 satisfied the requirements of due process. All Class Members and all Released Claims are covered by
25 and included within the Settlement and this Final Order.

26 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and
27 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that
28 the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards and

1 applicable requirements for final approval of this class action settlement under California law,
2 including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil
3 Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.3d
4 800, 821 (1971).

5 6. The Court hereby approves the Settlement set forth in the Agreement and finds that
6 the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate
7 the Settlement according to its terms. The Court finds that the Settlement has been reached as a result
8 of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the
9 Parties have conducted extensive investigation and research, and counsel for the Parties are able to
10 reasonably evaluate their respective positions. The Court also finds that Settlement at this time will
11 avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the
12 further prosecution of the Action. The Court has reviewed the benefits that are being granted as part
13 of the Settlement and recognizes the significant value to the Class Members. The Court also finds that
14 the Class is properly certified as a class for settlement purposes only.

15 7. Upon the complete funding of the Gross Settlement Amount and all applicable
16 employer-side payroll taxes Participating Class Members shall release and discharge Defendant
17 Baltazar Construction, Inc., and all of its past, present and/or future, direct and/or indirect, officers,
18 directors, members, managers, employees, agents, representatives, attorneys, insurers, partners,
19 investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions,
20 predecessors, successors, assigns, and joint venturers (“Released Parties”) from all claims, rights,
21 demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based
22 on the facts and claims asserted in the operative complaint in this action including the following
23 claims: (i) failure to pay all regular wages, minimum wages, prevailing wages, and overtime wages
24 due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest
25 periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v)
26 failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of
27 termination or resignation; (vii) failure to provide timely pay wages during employment; (viii) unfair
28 business practices that could have been premised on the claims, causes of action or legal theories of

1 relief described above or any of the claims, causes of action or legal theories of relief pleaded in the
2 operative complaint; and (ix) failure to maintain required payroll records (the “Released Class
3 Claims”) that arose between March 24, 2017 and November 13, 2021 (the “Class Period”).

4 8. All PAGA Members, the LWDA, and the State of California shall release the Released
5 Parties from all claims for civil penalties under the California Labor Code Private Attorneys General
6 Act of 2004 that are alleged, or reasonably could have been alleged based on the facts and claims,
7 causes of action or legal theories described above in the Released Class Claims or any of the claims,
8 causes of action asserted in the PAGA Notice provided to the LWDA and the legal theories pled in
9 the operative complaint including but not limited to Labor Code sections 210, 226.3, 227.3, 1197.1,
10 558, and 2699 (the “Released PAGA Claims”) that arose between March 22, 2020 and November 13,
11 2021 (“the “PAGA Period”).

12 9. Additionally, upon the funding of the Gross Settlement Amount, Plaintiff Francisco
13 Salome Renoj Hernandez (“Plaintiff”)—on behalf of himself and his spouse, heirs and assigns only—
14 shall also generally release and discharge the Released Parties from all claims, demands, rights,
15 liabilities and causes of action of every nature and description whatsoever, known or unknown,
16 asserted or that might have been asserted, whether in tort, contract, or for violation of any state or
17 federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission
18 by or on the part of any of the Released Party committed or committed prior to the execution thereof.
19 Specifically, Plaintiff will expressly waive and relinquish, to the fullest extent permitted by law, the
20 provisions, rights and benefits afforded of section 1542 of the California Civil Code, or any other
21 provision under federal or state law, which provides:

22 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
23 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
24 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
25 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
26 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
27 DEBTOR OR RELEASED PARTY
28

1 This release specifically excludes claims for unemployment insurance, disability, social
2 security, and workers compensation (with the exception of claims arising pursuant to California Labor
3 Code Section 132(a) and 4553).

4 10. Only one (1) Class Member submitted a timely and valid request to be excluded from
5 the Settlement. Accordingly, all Class Members are hereby explicitly included in this order and
6 Judgment and participating in the settlement. The last date to timely submit a request for exclusion
7 was January 30, 2022.

8 11. The Court also hereby finds that there were no written objections to the Settlement.
9 The last day to submit a written objection to the settlement was January 30, 2022. The Court also
10 notes there were no objections made at the hearing on Final Approval of the Settlement.

11 12. The Court finds the settlement payments provided for under the Agreement to be fair
12 and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement and
13 amendments thereto the Court orders Defendant to fund the Gross Settlement Amount of \$447,000.00
14 within 14 days of the date of this order to provide payments for the Class/PAGA Members individual
15 settlement payments, class representative incentive payments for Plaintiff, Class Counsel's attorney
16 fees and costs, the Settlement Administrator's fees and expenses, and penalties to the California Labor
17 and Workforce Development Agency pursuant to Labor Code Section 2698 *et seq.* The calculations
18 and the payments shall be made administered in accordance with the terms of the Agreement and as
19 modified by this Final Order and Judgment.

20 13. Pursuant to the terms of the Agreement and amendments thereto, and the authorities,
21 evidence and argument submitted by Class Counsel, the Court hereby awards attorneys' fees of
22 \$189,000.00 to Protection Law Group, LLP. The Court also approve and awards the recovery of
23 litigation costs incurred by Class Counsel in the amount of \$14,700.78. The award of attorneys' fees
24 and costs is the final payment for and complete satisfaction of any and all attorneys' fees and costs
25 incurred by and/or owed to Class Counsel and any other person or entity related to the Action.

26 14. The Court hereby approves and orders a Class Representative Enhancement Payment
27 of \$5,000.00 to Plaintiff from the Gross Settlement Amount in accordance with the terms of the
28 Agreement.

1 15. The Court approves and orders the payment in the amount of \$37,500.00 (75% of
2 \$50,000.00) from the Gross Settlement Amount to the California Labor Workforce Development
3 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The remaining
4 \$12,500.00 (25% of \$50,000.00) shall be distributed to the PAGA Members as set forth in the
5 Agreement.

6 16. The Court also hereby approves and orders payment from the Gross Settlement
7 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
8 ILYM Group, Inc., in the amount of \$15,000.00.

9 17. The Court hereby approves and orders payment of individual settlement payments
10 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

11 18. The Court also hereby approves and orders that any checks distributed from the Gross
12 Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar days after
13 being issued shall be void. All uncashed settlement checks shall be transferred to the California State
14 Controller's Office and held in trust for such Class Members pursuant to California Unclaimed
15 Property Law, Civil Code Section 1500 *et seq.*

16 19. Provided the Settlement becomes effective under the terms of the Agreement, the
17 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
18 payments, attorneys' fees and costs, and enhancement payments as set forth in the Agreement.

19 20. Neither the Settlement nor any of the terms set forth in the Agreement is an admission
20 by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the validity of
21 any claims in the Action or of any wrongdoing by Defendant, or any of the other Released Parties.
22 Neither this Final Order, the Agreement, nor any document referred to herein, nor any action taken
23 to carry out the Agreement is, may be construed as, or may be used as, an admission by or against
24 Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The
25 entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto,
26 shall not in any event be construed as, or deemed to be evidence of, an admission or concession with
27 regard to the denials or defenses by Defendant, or any of the other Released Parties, and shall not be
28 offered in evidence in any action or proceeding in any court, administrative agency or other tribunal

1 for any purpose whatsoever other than to enforce the provisions of this Final Order, the Agreement,
2 the Released Claims, or any related agreement or release. Notwithstanding these restrictions, any of
3 the Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the
4 Agreement, and any other papers and records on file in the Action as evidence of the Settlement to
5 support a defense of *res judicata*, *collateral estoppel*, release, or other theory of claim or issue
6 preclusion or similar defense as to the Released Claims.

7 21. Without affecting the finality of this Judgment, the Court shall retain continuing
8 jurisdiction over this action and the parties, including all Class Members, and over all matters
9 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
10 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as
11 provided to the contrary herein, any disputes or controversies arising with or with respect to the
12 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for
13 resolution.

14 22. Class Counsel shall submit a final report on the disbursement of the settlement
15 payments on or before _____, 2023.

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

18
19 DATED:

20 _____
21 JUDGE OF THE SUPERIOR COURT
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