

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
ANGEL MEDINA

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
ANGEL MEDINA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ANGEL MEDINA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

NATIONAL PAVING COMPANY, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVDS2016160

*[Assigned for All Purposes to the Hon. Joseph
T. Ortiz, Dept. S-17]*

[PROPOSED] FINAL JUDGMENT

Date: April 17, 2023
Time: 1:30 p.m.
Dept.: S-17

Action Filed: July 23, 2020
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on April 17, 2023, pursuant
2 to California Rule of Court 3.769 and this Court's December 8, 2022 Order Granting Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the
4 parties' Stipulation of Settlement (herein "Settlement")¹ and the documents and evidence
5 presented in support thereof, and the submissions of counsel, the Court hereby ORDERS and
6 enters JUDGMENT as follows:

7 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

10 All current and former non-exempt, hourly employees of Defendant
11 National Paving Company, Inc. who worked in California at any time from
12 March 19, 2017 through December 8, 2022.

13 2. The Class Period is March 19, 2017 through December 8, 2022.

14 3. Plaintiff Angel Medina is hereby confirmed as Class Representative, and Scott
15 M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of
16 Haines Law Group, APC are hereby confirmed as Class Counsel.

17 4. Notice was provided to the Settlement Class as set forth in the Settlement. The
18 form and manner of notice were approved by the Court on December 8, 2022, and the notice
19 process has been completed in conformity with the Court's Order. The Court finds that said
20 notice was the best notice practicable under the circumstances. The Notice Packet (which
21 consists of the Notice of Pendency of Class Action and Proposed Settlement and Notice of
22 Individual Settlement Award) provided due and adequate notice of the proceedings and matters
23 set forth therein, informed Settlement Class members of their rights, and fully satisfied the
24 requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769,
25 and due process.

26
27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 5. The Court finds that no Settlement Class member objected to the Settlement, no
2 class member has opted out of the Settlement, and that the 100% participation rate in the
3 Settlement supports final approval.

4 6. The Court hereby approves the settlement as set forth in the Settlement
5 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
6 Agreement according to its terms.

7 7. For purposes of settlement only, the Court finds that (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members individually is
9 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there
10 is a well-defined community of interest among members of the Settlement Class with respect to
11 the subject matter of the litigation; (c) the claims of the Class Representative are typical of the
12 claims of the members of the Settlement Class; (d) the Class Representative has fairly and
13 adequately protected the interests of the Settlement Class members; (e) a class action is superior
14 to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel
15 are qualified to serve as counsel for the Class Representative and the Settlement Class.

16 8. The Court orders that Defendant deposit the Gross Settlement Amount of One
17 Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) with Phoenix Settlement
18 Administrators, the Settlement Administrator, as provided for in the Settlement. Specifically,
19 the Gross Settlement Amount shall be deposited by Defendant into a qualified settlement fund
20 set up by the Settlement Administrator for the benefit of the participating Settlement Class
21 members, in four (4) equal installments of \$37,500.00, with the first payment due within ten (10)
22 calendar days of the date the Court enters the Final Approval Order/Judgment followed by three
23 more payments of \$37,500 each starting six months after Final Approval Order/Judgment is
24 entered and every six months thereafter until the Gross Settlement Amount is fully funded.

25 9. The Court finds that the settlement payments, as provided for in the Settlement,
26 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
27 individual payments in conformity with the terms of the Settlement.

1 10. The Court finds that an incentive payment in the amount of \$5,000.00 for Plaintiff
2 Angel Medina is appropriate for his risks undertaken and service to the Settlement Class. The
3 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
4 Administrator make this payment in conformity with the terms of the Settlement.

5 11. The Court finds that attorneys' fees in the amount of \$50,000.00 and litigation
6 costs of \$15,295.69 for Class Counsel, are fair, reasonable, and adequate, and orders that the
7 Settlement Administrator distribute these payments to Class Counsel in conformity with the
8 terms of the Settlement.

9 12. The Court orders that the Settlement Administrator shall be paid \$5,950.00 from
10 the Gross Settlement Amount for all of its work done and to be done until the completion of this
11 matter, and finds that sum appropriate.

12 13. The Court finds that the payment to the California Labor & Workforce
13 Development Agency ("LWDA") in the amount of \$7,500.00 for its share of the settlement of
14 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
15 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
16 this payment to the LWDA in conformity with the terms of the Settlement.

17 14. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
18 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant
19 separately from, and in addition to, the Gross Settlement Amount. Defendant shall deposit the
20 employer's share of payroll taxes with Phoenix Settlement Administrators by the date on which
21 the fourth and final installment payment is due.

22 15. The Court finds and determines that upon satisfaction of all obligations under the
23 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will
24 have released the Released Claims as set forth in the Settlement, and will be permanently barred
25 from prosecuting against Defendants any of the Released Claims pursuant to the Settlement.

26 16. Upon the Effective Date of the Release, by virtue of this Judgment, Plaintiff and
27 every member of the Settlement Class (will fully and forever completely release and discharge
28

1 Defendant, and all of its past and present officers, directors, shareholders, managers, employees,
2 agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective
3 successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys,
4 (collectively the “Released Parties”), from all claims, demands, rights, liabilities and causes of
5 action that were pled, or which could have been pled in the operative First Amended Complaint
6 in the Action based on the factual allegations therein, that arose during the Class Period with
7 respect to the following claims, that arose during the Class Period with respect to the following
8 claims: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed;
9 (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure
10 to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure
11 to reimburse necessary business expenses; (f) failure to issue accurate, itemized wage statements;
12 (g) failure to pay all wages upon termination; (h) all claims for unfair business practices under
13 Business and Professions Code section 17200, et seq that could have been premised on the facts,
14 claims, causes of action or legal theories described above; and (i) violations of Labor Code
15 sections 201, 202, 203, 204, 210, 218.5, 218.6, 226 *et seq.*, 226.3, 226.7, 510, 512, 516, 558,
16 1118.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802 and 2698, *et seq.*, and the Industrial Welfare
17 Commission Wage Orders, including, but not limited to, IWC Wage Order No. 16 and claims
18 under Code of Civil Procedure section 1021.5, Civil Code sections 3287 and 3289 that could
19 have been sought based on the causes of action or legal theories described above.

20 17. The time period for the release of the Released Claims against the Released
21 Parties shall be the same time period as the Class Period.

22 18. Upon the Effective Date of the Release, Aggrieved Employees will release and
23 discharge the Released Parties from all claims, demands, rights, liabilities and causes of action
24 under California Labor Code Private Attorneys General Act of 2004 as asserted in the operative
25 complaint that arose during the PAGA Period premised on the facts, claims, causes of action or
26 legal theories described above. The release period for the PAGA claim shall be the same as the
27 PAGA Period. All Aggrieved Employees, regardless of whether they have opted out of the Class
28

Settlement as described above, and the State of California shall be bound by the PAGA Release and fully release and discharge Defendant and all Released Parties from all released PAGA claims upon the final approval of the settlement of PAGA Claims in this Action. The Parties agree there is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude himself or herself from the Settlement. Unless otherwise provided by law, the Parties further agree there is no right or opportunity for any Aggrieved Employee to appeal the approval of the PAGA settlement by the Court, this Agreement shall not be subject to collateral attack by any Aggrieved Employee, and such prohibited collateral attack shall include, but not be limited to, claims that the Aggrieved Employee failed, for any reason, to timely receive his or her individual Settlement Payment.

19. The time period for the release of the PAGA Released Claims against the Released Parties shall be the same time period as the PAGA Period. The PAGA Period is March 19, 2020 through December 8, 2022.

20. In light of the Class Representative Service Award, Plaintiff agrees to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties through the date Plaintiff signs this Agreement. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims, which includes waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

21. The releases identified herein shall become effective on the date on which Defendant fully funds the Gross Settlement Amount and the employer's share of payroll taxes ("Effective Date of the Release"). Upon the Effective Date of the Release, all Class Members

1 shall be deemed to have, and by operation of Judgment shall have, released, waived and
2 relinquished the Released Claims.

3 22. This document shall constitute a final judgment pursuant to California Rule of
4 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
5 approval hearing, the court must make and enter judgment. The judgment must include a
6 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
7 judgment. The court may not enter an order dismissing the action at the same time as, or after,
8 entry of judgment."

9 23. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
10 Order, and this Judgment.

11
12 **JUDGMENT IS SO ENTERED.**

13
14 Dated: _____, 2023

Honorable Joseph T. Ortiz
Judge of the Superior Court