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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF KINGS

ADRIAN LEON and RICHARD
RODRIGUEZ, JR., on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

CALAVERAS MATERIALS, INC., a
California Corporation; LEHIGH
HANSON SERVICES LLC, a Limited
Liability Company; SOUTH VALLEY
MATERIALS, INC., a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: **21C-0105**

[Consolidated for All Purposes with
Case No. 21C-0167]

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: March 2, 2023

Hearing Time: 10:30 a.m.

Dept: 7

Judge: Hon. Melissa D'Morias

Action Filed: April 5, 2021

Trial Date: None set

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

2 YOU ARE HEREBY NOTIFIED THAT on March 2, 2023, the Court entered the
3 Judgment and Order in the above entitled action. A true and correct copy of the Judgment and
4 Order is attached hereto as Exhibit #1.

5 Respectfully submitted,

6 Dated: March 14, 2023

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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9 By: /s/ Kyle Nordrehaug
Kyle R. Nordrehaug

10 Attorneys for Plaintiff
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed at Blumenthal Nordrehaug Bhowmik De Blouw LLP, a
4 law firm located in the County of San Diego, State of California. I am over the age of 18 and not a
5 party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

6 On March 14, 2023, I served the document(s) described as:

7 **1. NOTICE OF ENTRY OF JUDGMENT**

8 X (BY ELECTRONIC SERVICE): Pursuant to an agreement between the Parties, I provided
9 the documents referenced above electronically via electronic mail (e-mail) to counsel for
Defendant at the following e-mail address(es):

10 Michele Ballard Miller

11 mbmiller@cozen.com

12 Jason E. Barsanti

13 jbarsanti@cozen.com

14 Ethan Chernin

15 echernin@cozen.com

16 **COZEN O'CONNOR**

17 101 Montgomery Street, Suite 1400

18 San Francisco, CA 94104

19 Telephone: (415) 644-0914

20 Facsimile: (415) 644-0978

21 Attorneys for Defendants

22 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the
23 Labor Workforce Development Agency via online process at the PAGA Filing website in
24 accordance with the procedure imposed by the LWDA.

25 X (State): I declare under penalty of perjury under the laws of the State of California that the
26 above is true and correct.

27 Executed on March 14, 2023, at La Jolla, California.

28 /s/ Kyle Nordrehaug

Kyle Nordrehaug

RECEIVED
2/24/2023 12:35 PM
Nocona Soboleski, Clerk of Court
Superior Court of the State of California
County of Kings

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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Attorneys for Plaintiffs

FILED

MAR -2 2023

NOCONA SOBOLESKI, CLERK OF COURT
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KINGS
Darlene Goumas DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KINGS

ADRIAN LEON and RICHARD
RODRIGUEZ, JR., on behalf of themselves
and on behalf of all persons similarly situated,

Plaintiffs,

v.

CALAVERAS MATERIALS, INC., a
California Corporation; LEHIGH HANSON
SERVICES LLC, a Limited Liability
Company; SOUTH VALLEY MATERIALS,
INC., a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 21C-0105

[Consolidated with Case No. 21C-0167]

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: March 2, 2023
Hearing Time: 10:30 a.m.

Judge: Hon. Melissa D'Morias
Dept.:7

Action Filed: April 5, 2021
Trial Date: None Set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiffs Adrian Leon and Richard Rodriguez, Jr. ("Plaintiffs") for an order
2 finally approving the Class Action Settlement Agreement ("Agreement") with Defendants
3 Calaveras Materials, Inc.; Lehigh Hanson Services LLC; South Valley Materials, Inc.
4 ("Defendants"), attorneys' fees and costs, service payments, and the expenses of the Settlement
5 Administrator duly came on for hearing on March 2, 2023 before the Honorable Melissa
6 D'Morias.

7 I.

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the California Superior Court for the County Kings, and over all Parties to this litigation, including
14 the Class.
- 15 3. Based on a review of the papers submitted by Plaintiffs and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of Two Million Five Hundred
17 Thousand Dollars (\$2,500,000) and the terms set forth in the Agreement are fair, reasonable, and
18 adequate.
- 19 4. The Court further finds that the Settlement was the result of arm's length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
22 Settlement, the significant risks relating to certification, liability, and damages issues, and the
23 assistance of an experienced mediator in the settlement process, among other factors, support the
24 Court's conclusion that the Settlement is fair, reasonable, and adequate.

25 **Preliminary Approval of the Settlement**

- 26 5. On October 20, 2022, the Court granted preliminary approval of the Settlement. At
27 this same time, the Court approved conditional certification of the Class for settlement purposes

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FINAL APPROVAL ORDER AND JUDGMENT

1 only.

2 **Notice to the Class**

3 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
4 by first class mail to members of the Class at their last known addresses on or about January 6,
5 2023. Mailing of the Class Notice to their last known addresses was the best notice option under
6 the circumstances and was reasonably calculated to communicate actual notice of the litigation
7 and the proposed settlement to the Class. The Class Notice given to the Class Members fully and
8 accurately informed the Class Members of all material elements of the proposed Settlement and of
9 their opportunity to object to or comment thereon or to seek exclusion from the Settlement; was
10 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
11 State of California, the United States Constitution, due process and other applicable law. The
12 Class Notice fairly and adequately described the Settlement and provided Class Members adequate
13 instructions and a variety of means to obtain additional information.

14 7. The deadline for opting out of the Class or submitting written objections to the
15 Settlement was _____. There was an adequate interval between notice and the deadline
16 to permit Class Members to choose what to do and act on their decision. A full opportunity has
17 been afforded to the Class Members to participate in this hearing, and all Class Members and other
18 persons wishing to be heard have been heard. Class Members also have had a full and fair
19 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
20 Court determines that all Class Members who did not timely and properly submit a request for
21 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness Of Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 parties during an all-day mediation before Hon. Carl J. West (Ret.), a respected jurist and
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1 experienced mediator of wage and hour representative and class actions. There has been no
2 collusion between the Parties in reaching the proposed settlement.

3 b. Plaintiffs' investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. Five (5) requests for exclusion were received.

9 e. The participation rate was high. 1,292 Class Members will be mailed a
10 settlement payment, representing 99.6% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$833,333 for attorneys' fees, representing one-third (1/3) of the Gross
20 Settlement Amount, and \$17,274.55 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
23 lodestar and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the amount of \$10,000 each to the Plaintiffs is reasonable in
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light of the risks and burdens undertaken by the Plaintiffs in the litigation, for their time and effort in bringing and prosecuting this matter on behalf of the Class, and for their execution of a general release.

Settlement Administration Expenses

13. The Settlement Administrator shall calculate and administer the payment to be made to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payments to the Plaintiffs, distribute the PAGA Payment, generate and issue any required tax reporting forms, calculate withholdings and perform the other remaining duties set forth in the Agreement. The Settlement Administrator has documented \$20,000 in fees and expenses, and this amount is reasonable in light of the work performed by the Settlement Administrator.

PAGA Payment

14. The Agreement provides for a PAGA Payment out of the Gross Settlement Amount of \$50,000, which shall be allocated \$37,500 to the LWDA as the LWDA's 75% share of the settlement of civil penalties paid pursuant to the PAGA and \$12,500 to be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period, which is April 5, 2020 through June 18, 2022. The Aggrieved Employees are all individuals who are or previously were employed by Defendant Lehigh Hanson Services, LLC in California who were classified as hourly-paid or non-exempt employees at any time during the PAGA Period, and excluding any members of the settlement classes in the cases of *Avelar v. Hanson Aggregates, LLC*, Superior Court of California, County of Los Angeles, Case No. 19STCV32068 ("Avelar Action"); and *Rost v. Lehigh Hanson, Inc.*, Superior Court of the State of California, County of San Luis Obispo, Case No. 20CV-0225 ("Rost Action") to the extent that such individuals were aggrieved employees in the Avelar Action or Rost Action. The Court finds this PAGA Payment to be reasonable. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement and Class.

1 II.

2 ORDERS

3 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

4 1. The certification of the Class for the purposes of settlement is confirmed. The
5 Class is defined as follows:

6 All individuals who are or previously were employed by Defendant Lehigh Hanson
7 Services, LLC in California who were classified as hourly-paid or non-exempt
8 employees during the Class Period, and excluding any members of the settlement
9 classes in the cases of *Avelar v. Hanson Aggregates, LLC*, Superior Court of
10 California, County of Los Angeles, Case No. 19STCV32068 ("Avelar Action");
11 and *Rost v. Lehigh Hanson, Inc.*, Superior Court of the State of California, County
12 of San Luis Obispo, Case No. 20CV-0225 ("Rost Action").

13 The Class Period is from April 5, 2017 through June 18, 2022.

14 2. All persons who meet the foregoing definition are members of the Class or Class
15 Members, except for those individuals who submitted a valid request for exclusion ("opt out")
16 from the Class. The five (5) individuals who requested exclusion are: Emil J. Ramirez, Austen M
17 Shwiyhat, David A Godinez, Troy Parker, and Ronald L Dailey.

18 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
19 best interest of the Class.

20 4. Class Counsel are awarded attorneys' fees in the amount of \$833,333 and costs in
21 the amount of \$17,274.55. Class Counsel shall not seek or obtain any other compensation or
22 reimbursement from Defendants, Plaintiffs or members of the Class.

23 5. The payment of the Class Representative Service Payments in the amount of
24 \$10,000 each to the Plaintiffs is approved.

25 6. The payment of \$20,000 to the Settlement Administrator for their fees and
26 expenses is approved.

27 7. The PAGA Payment of \$50,000 is approved and shall be allocated in accordance
28 with the Agreement.

8. The Agreement and this Settlement are not an admission by Defendants, nor is this
Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any

FINAL APPROVAL ORDER AND JUDGMENT

wrongdoing by Defendants or that this Action is appropriate for class treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendants of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendants. Notwithstanding these restrictions, Defendants may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the Released PAGA Claims.

9. Notice of entry of this Final Approval Order and Judgment shall be given to all Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members.

10. If the Agreement does not become final and effective in accordance with the terms of the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action.

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

1. Except as set forth in the Agreement and this Final Approval Order and Judgment, Plaintiffs, and all members of the Class, shall take nothing in the Action.

1 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
2 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
3 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
4 arising from or in connection with the distribution of settlement benefits.

5 3. The Parties are authorized, without further approval from the Court, to agree to and
6 to adopt such amendments, modifications and expansions of the Agreement and all exhibits
7 attached thereto which are consistent with this Final Approval Order and Judgment and as
8 approved by the Court.

9 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
10 provided in the Agreement and in this Final Approval Order and Judgment.

11 5. As of the Effective Date and the full funding of the Gross Settlement Amount, each
12 Class Member who has not validly opted out has released the "Released Class Claims" against the
13 Defendants and the Released Parties as set forth in the Agreement. "Released Class Claims"
14 means all class claims pled or that could have been pled based on the factual allegations contained
15 in the operative complaint and arising during the Class Period, which includes claims for unfair
16 competition, failure to pay minimum wages (including, but not limited to, any underpayment
17 resulting from an allegedly improper calculation of wages or the regular rate of pay), failure to pay
18 overtime wages (including, but not limited to, any underpayment resulting from an allegedly
19 improper calculation of the regular rate of pay), failure to provide meal periods or meal period
20 premiums, failure to provide rest breaks or rest break premiums, failure to provide accurate wage
21 statements, failure to reimburse for expenses, and failure to pay all wages when due), and
22 expressly excluding all other claims, including claims for vested benefits, wrongful termination,
23 unemployment insurance, disability, social security, workers' compensation, and class claims
24 outside of the Class Period.

25 6. As of the Effective Date and the full funding of the Gross Settlement Amount,
26 Defendants and the Released Parties shall receive a release from the State of California of all
27 PAGA claims pled or that could have been pled based on the factual allegations contained in the
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1 operative complaint and PAGA letters sent to LWDA by Plaintiffs that occurred during the PAGA
2 Period as to the Aggrieved Employees, which includes PAGA claims for violations of Labor Code
3 §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 351, 510, 512, 558, 1194, 1197, 1197.1,
4 1198, and 2802) ("Released PAGA Claims"). The Released PAGA Claims are released against all
5 Released Parties. The Released PAGA Claims exclude any PAGA claims outside the PAGA
6 Period. The release of the Released PAGA Claims shall be effective as to all Aggrieved
7 Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion
8 from the Class. The Released PAGA Claims expressly excludes all other claims, including claims
9 for vested benefits, wrongful termination, unemployment insurance, disability, social security,
10 workers' compensation, and PAGA claims outside of the PAGA Period, except as otherwise set
11 forth herein

12 7. As of the Effective Date, Plaintiffs generally release and discharge Defendants and
13 the Released Parties from all of the Plaintiffs' Released Claims as set forth fully in the Agreement.

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

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16 Dated: March 2, 2023

17 Melissa D'Morias
18 HON. MELISSA D'MORIAS
19 JUDGE, SUPERIOR COURT OF CALIFORNIA
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FINAL APPROVAL ORDER AND JUDGMENT