

07/19/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

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

LOURDES NAVARRO, individually) Case No.: 21STCV29686
and on behalf of all others)
similarly situated,)
)
Plaintiffs,)
)
vs.) JUDGMENT
)
HAYNES BUILDING SERVICE,)
L.L.C.; and Does 1 through 20,)
inclusive,)
)
Defendants.)
)
)

The Court finds as follows:

A. The Court granted preliminary approval of the Amended Settlement Agreement ("Settlement Agreement") and certified a provisional settlement class on February 16, 2023.

1 B. The Court granted final approval of the Settlement
2 Agreement on July 19, 2023, certified the settlement class with
3 three opt-outs (Donette Smith, Monica Brennan and Susan
4 Gonzalez), and found that the Settlement Agreement was fair,
5 adequate and reasonable.

6 C. The Court defined the following:

7 "Class Members": all current and former non-exempt
8 employees of Defendant in California at any time during the
9 Class Period. (Settlement Agreement, ¶6.)
10

11 "Class Period": August 11, 2017 through the date the Court
12 grants preliminary approval of the Class Action Settlement or
13 May 14, 2022, whichever is earliest. (¶8)

14 "Aggrieved Employees": all current and former non-exempt
15 employees of Defendant in California at any time during the PAGA
16 Period. (¶2)

17 "PAGA Period": August 11, 2020 through the date the Court
18 grants preliminary approval to the Class Action Settlement or
19 May 14, 2022, whichever is earliest. (¶27)

20 IT IS ORDERED, ADJUDGED AND DECREED:

21 1. Plaintiff Lourdes Navarro, individually and on behalf
22 of all others similarly situated, shall take from Defendant
23 Haynes Building Service, LLC, as set forth in the Parties'
24 Settlement Agreement and the Court's Approval Order entered July
25 19, 2023.

1 2. Defendant must pay Plaintiffs the Gross Settlement
2 Amount (GSA) of \$895,000. The Net Settlement Amount ("Net") is
3 the GSA minus the following:

4 a. \$298,333.33 (1/3) for attorney fees to Class
5 Counsel, Aegis Law Firm, P.C;

6 b. \$13,308.70 for litigation costs to Class Counsel;
7 \$5,000 for a service award to Plaintiff Lourdes
8 Navarro;

9 c. \$19,200 for claims administration to ILYM Group,
10 Inc;

11 d. \$37,500 (75% of \$50,000 PAGA penalty) to the
12 LWDA.
13

14 Employer share of the payroll taxes on the taxable portion
15 of the settlement payments must be paid separately from the GSA
16 by Defendant.

17 3. Participating Class Members' Released Claims: Upon
18 Defendant providing the Maximum Settlement Amount to the
19 Settlement Administrator and the occurrence of the Effective
20 Date, all Participating Class Members shall be deemed to have
21 released the Released Parties of any and all claims, demands,
22 rights, liabilities, and/or causes of action that were pleaded
23 or could have been pleaded based upon the factual allegations
24 set forth in the operative first amended complaint filed in this
25 Action and arising at any time during the Class Period,

1 including claims for: (1) failure to pay minimum wages; (2)
2 failure to pay overtime wages; (3) failure to provide meal
3 periods or pay the one-hour premium; (4) failure to provide rest
4 periods or pay the one hour premium; (5) failure to indemnify
5 employees for necessary expenditures; (6) failure to furnish
6 accurate itemized wage statements; (7) failure to timely pay all
7 wages due upon termination; and (8) unfair business practices.
8 (¶46.a)

9
10 Aggrieved Employee's Released Claims: In addition to the
11 release set forth in Paragraph 46.a. above, upon Defendant
12 providing the Maximum Settlement Amount to the Settlement
13 Administrator and the occurrence of the Effective Date, all
14 Aggrieved Employees shall be deemed to have released the
15 Released Parties of any and all claims and/or causes of action
16 under PAGA which are based upon the factual allegations set
17 forth in Plaintiff's August 10, 2021 letter to the LWDA and the
18 operative first amended complaint arising at any time during the
19 PAGA Period, including claims based on: (1) failure to pay
20 minimum wages; (2) failure to pay overtime wages; (3) failure to
21 provide meal periods or pay the one-hour premium; (4) failure to
22 provide rest periods or pay the one hour premium; (5) failure to
23 indemnify employees for necessary expenditures; (6) failure to
24 furnish accurate itemized wage statements; (7) failure to timely
25 pay all wages due upon termination; and (8) unfair business

1 practices. An Aggrieved Employee is subject to this release even
2 if the Aggrieved Employee requests exclusion from the class
3 action settlement. (§46.b)

4 "Released Parties" means Defendant, and its present or
5 former parents (including Marsden Services, LLC and Marsden
6 Bldg. Maintenance, LLC), owners, subsidiaries, and any
7 affiliated or related persons or entities and each of their
8 respective officers, directors, employees, partners,
9 shareholders, members, attorneys, agents, and any other
10 predecessors, successors, assigns, or legal representatives.

11 (§32)

12
13 Named Plaintiff Lourdes Navarro provides a general release
14 and 1542 waiver. (§46.c)

15 4. All uncashed settlement checks, plus interest, must be
16 delivered to the California State Controller's Unclaimed
17 Property Division in the name of the Class Member/Aggrieved
18 Employee who did not cash his or her check.

19 5. Pursuant to California Rules of Court, Rule 3.769(h),
20 the Court retains jurisdiction over the parties with respect to
21 enforcement of this Judgment under California Code of Civil
22 Procedure Section 664.6.

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CLERK TO GIVE NOTICE.

DATED: July 19, 2023



Yvette M. Palazuelos
YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT
Yvette M. Palazuelos / Judge