

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
LIZETTE RODRIGUEZ (SBN 335182)
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Tel: (818) 230-7502
Fax: (818) 230-7259

Attorneys for Plaintiff Blanca Sanchez

[Counsel for Plaintiff Francisco Birrueta on the following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

BLANCA SANCHEZ, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

CARPENTER CO. d/b/a E.R. CARPENTER
COMPANY, INC., a Virginia corporation;
and DOES 1 through 100, inclusive;

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JAN 21 2025

E. Escobedo

JA

JAN 23 2025

Case No.: RIC2004219
[Consolidated With Case No. CVRI2200511]

Assigned for All Purposes to:
Honorable Harold W. Hopp
Department 1

CLASS ACTION

**PROPOSED ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: January 21, 2025
Hearing Time: 8:30 a.m.
Hearing Place: Department 1

Complaint Filed: October 20, 2020
FAC Filed: November 16, 2021
SAC Filed: January 6, 2022
Trial Date: None Set

1 FRANCISCO BIRRUETA, as an individual
2 and on behalf of all similarly situated
3 employees,

4 Plaintiff,

5 v.

6 CARPENTER CO. WHICH WILL DO
7 BUSINESS IN CALIFORNIA AS E.R.
8 CARPENTER COMPANY, and DOES 1
through 50, inclusive,

9 Defendants.

Case No.: CVRI2200511
[Consolidated With Case No. RIC2004219]

Complaint Filed: February 7, 2022

1 KEVIN MAHONEY (SBN 235367)
kmahoney@mahoney-law.net
2 BERKEH ALEMZADEH (SBN 324834)
balem@mahoney-law.net
3 **MAHONEY LAW GROUP, APC**
4 249 East Ocean Blvd., Suite 814
Long Beach, California 90802
5 Telephone: (562) 590-5550
6 Facsimile: (562) 590-8400

7 *Attorneys for Plaintiff Francisco Birrueta*

1 On January 21, 2025 at 8:30 a.m., Plaintiffs Blanca Sanchez and Francisco Birrueta's
2 ("Plaintiffs") Motion for Final Approval of Class Action Settlement, Class Counsel Fees
3 Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service
4 Payments came before the Court in Department 1 for a hearing pursuant to the Order Granting
5 Preliminary Approval of the Class Action Settlement ("Preliminary Approval Order"). The
6 Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment, Class
7 Counsel Litigation Expenses Payment, and Class Representative Service Payments is based on
8 the Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement,"
9 "Settlement," or "Agreement") attached as **Exhibit 1** to the Declaration of Douglas Han in
10 Support of Motion for Preliminary Approval of Class Action Settlement that was filed on August
11 21, 2024. Since full and adequate notice was given to the Class as required in the Preliminary
12 Approval Order, and the Court considered all the papers filed and proceedings held herein, it is
13 ORDERED, ADJUDGED AND DECREED THAT:

14 1. This Court has jurisdiction over the subject matter of this lawsuit and over all
15 Parties to this lawsuit, including all Class Members.

16 2. The Court preliminarily certified this case as a class action under Code of Civil
17 Procedure section 382 pursuant to the motion for preliminary approval of the class action
18 settlement. The Class is defined as all non-exempt hourly-paid employees who worked for
19 Defendant Carpenter Co. ("Defendant") in California during the Class Period of October 20,
20 2016 through August 31, 2023 ("Class," "Class Members," and "Class Period"). The
21 "Participating Class Members" means Class Members who did not submit valid and timely
22 Requests for Exclusion from the Settlement.

23 3. The certified Class continues to meet all the requirements of Code of Civil
24 Procedure section 382 and for the reasons set forth in the Court's Preliminary Approval Order.

25 4. Plaintiffs are the Court-appointed class representatives.

26 5. Justice Law Corporation Mahoney Law Group, APC are the Court-appointed
27 Class Counsel.

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1 6. The operative complaints allege that Defendant: (a) failed to pay overtime
2 wages; (b) failed to pay meal period premiums; (c) failed to pay rest period premiums; (d) failed
3 to pay minimum wages; (e) failed to pay final wages in a timely manner; (f) failed to provide
4 compliant wage statements; (g) failed to reimburse business expenses; (h) violated Labor Code
5 section 2698 (Private Attorneys General Act of 2004 ("PAGA")); and (i) violated Business &
6 Professions Code section 17200.

7 7. The motion for final approval is granted. The Court approves the settlement as
8 fair, reasonable, and adequate. Pursuant to this, the Court makes the following awards and
9 approves the following payments:

- 10 a. \$784,000 to Class Counsel as the Class Counsel Fees Payment;
- 11 b. \$22,718.68 to Class Counsel as the Class Counsel Litigation Expenses
12 Payment;
- 13 c. \$10,000 to each Plaintiff (totaling \$20,000) as the Class Representative
14 Service Payments;
- 15 d. \$10,500 to the Administrator as the Administration Expenses Payment;
- 16 e. \$150,000 as the PAGA Penalties, seventy-five percent (75%) of which
17 (\$112,500) will be paid to the California Labor and Workforce
18 Development Agency ("LWDA") and twenty-five percent (25%) of which
19 (\$37,500) will be paid to the Aggrieved Employees.

20 8. Except for the payment due under the Agreement, the Parties are each to bear
21 their own costs and attorneys' fees.

22 9. The Court approves the Agreement. The Released Parties are discharged from all
23 Released Claims in accordance with the terms of the Agreement.

24 10. The Administrator is providing settlement administration services for this
25 settlement. The Administrator has received no disputes, no objections, and only one (1) request
26 for exclusion. The Class Member who requested exclusion is Clemente Ramirez. The Court finds
27 that the notice provided to the Class Members conforms to due process requirements.

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1 11. Defendant agreed to settle for the non-reversionary sum of \$2,240,000.
2 Defendant will have no obligation to pay any amount in connection with the Settlement apart
3 from the Gross Settlement Amount and the employer's share of payroll taxes due on the portion
4 of Individual Class Payments allocated to wages. None of the Gross Settlement Amount will
5 revert to Defendant. According to the Administrator's calculations, the gross *average* Individual
6 Class Payment will be approximately \$2,152.55, the gross *highest* Individual Class Payment will
7 be about \$6,534.03, and the gross *lowest* Individual Class Payment will be around \$18.25.

8 12. Class Counsel's investigation included discovery, reviewing personnel records,
9 policy documents, and sampling of time and pay records, and forming a damage model based on
10 all of these. The Parties mediated this case with Mark Rudy, a respected and experienced
11 mediator in wage-and-hour class actions. In connection with mediation and through discussions
12 with Defendant's counsel, Class Counsel also discussed all aspects of the case, including the
13 risks of litigation and the risks to both Parties of proceeding with a motion for class certification
14 as well as the law relating to meal and rest breaks.

15 13. Class Counsel have extensive experience with wage-and-hour class litigation.
16 Applying this experience, Class Counsel are of the opinion that the Settlement is in the best
17 interest of the Class and provides substantial benefit to the Class Members.

18 14. On balance, this is a fair settlement that satisfies the *Dunk v. Ford Motor Co.*
19 (1996) 48 Cal.App.4th 1794, 1801 factors such that final approval is warranted.

20 15. Applying the lodestar cross-check, Class Counsel indicate that they collectively
21 invested 924.4 hours in this matter. The base lodestar fees calculation for Class Counsel is
22 collectively \$637,530, resulting in a multiplier of 1.23. Class Counsel's hourly rates appear to be
23 reasonable for attorneys with their years of experience, and the hours spent are reasonable for
24 this case. It also appears that Class Counsel utilized their skill in litigating this case and have a
25 good reputation in the legal community. It appears that Class Counsel spent an appreciable time
26 on the case, which could have been spent on other meritorious cases. Because the attorneys' fees
27 is based on a reasonable percentage of the settlement fund, is supported by the lodestar
28 calculation, and no objection were received, the Court grants final approval of the attorneys' fees

1 of \$784,000 (\$522,692.80 to Justice Law Corporation and \$261,307.20 to Mahoney Law Group,
2 APC pursuant to the Fee and Cost Sharing Agreement).

3 16. Class Counsel seek attorneys' costs of up to \$23,000. Class Counsel's actual
4 costs and expenses incurred collectively total \$22,718.68 (\$20,301.41 by Justice Law
5 Corporation and \$2,417.27 by Mahoney Law Group, APC), which appear reasonable and
6 necessary to the successful litigation of this matter. Furthermore, the maximum attorneys' costs
7 sought was disclosed to Class Members, and no objection were received. For these reasons, the
8 Court grants final approval of the attorneys' costs of \$22,718.68 (\$20,301.41 to Justice Law
9 Corporation and \$2,417.27 to Mahoney Law Group, APC).

10 17. Class Counsel seek Class Representative Service Payments of \$10,000 to each
11 Plaintiff (totaling \$20,000). Plaintiffs devoted several hours to this litigation, which played an
12 integral role in allowing this matter to eventually settle. Plaintiffs assisted Class Counsel by
13 participating in multiple conferences with Class Counsel, gathering and reviewing documents
14 produced with Class Counsel, providing the names and contact information of several putative
15 class members, and providing pertinent documents and information to Class Counsel. Plaintiffs
16 also helped Class Counsel prepare for mediation and made themselves available telephone
17 during mediation. Furthermore, Plaintiffs took the time to review and approve the Settlement
18 Agreement (and exhibits) before signing it. Plaintiffs freely chose to champion the rights of the
19 Class, accepted the risks and sacrifices associated with being the class representatives, and do not
20 have interests averse to the Class. No objections were received concerning the Class
21 Representative Service Payments. The Court grants final approval of the Class Representative
22 Service Payments of \$10,000 to each Plaintiff.

23 18. The Administrator requests Administration Expenses Payment of \$10,500. Based
24 upon the work performed and yet to be performed, including the fact the Class was provided
25 notice of the Administration Expenses Payment, and no objections were received, the Court
26 grants final approval of the Administration Expenses Payment of \$10,500.

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1 19. The Court grants final approval of the PAGA Penalties of \$150,000, seventy-five
2 percent (75%) of which (\$112,500) will be paid to the LWDA and twenty-five percent (25%) of
3 which (\$37,500) will be paid to the Aggrieved Employees.

4 20. The Administrator is directed to mail the settlement checks to the Participating
5 Class Members in envelopes bearing the notation, "YOUR CLASS ACTION SETTLEMENT
6 CHECK IS ENCLOSED" and take all actions in furtherance of the settlement administration.

7 21. The Participating Class Members will receive checks for their Individual Class
8 Payments and Individual PAGA Payments. Checks will remain negotiable for one hundred
9 eighty (180) calendar days. Any check not cashed within one hundred eighty (180) calendar days
10 will be void. The funds from the uncashed checks shall be distributed by the Administrator to the
11 California Controller's Unclaimed Property Fund in the name of the Participating Class Member.

12 22. The Administrator will mail reminder postcards to Participating Class Members
13 whose settlement checks have not been negotiated within sixty (60) calendar days after their
14 mailing.

15 23. If any of the Participating Class Members are current employees of Defendant,
16 the distribution mailed to those employees is returned to the Administrator as being
17 undeliverable, and the Administrator is unable to locate a valid mailing address, the
18 Administrator shall arrange with Defendant to have those distributions delivered to the
19 employees at their place of employment.

20 24. Once the Court grants this Order of Final Approval and Judgment, the
21 Administrator will mail a notice of entry of judgment to the Participating Class Members
22 alongside their settlement checks via regular first-class U.S. Mail. The notice of entry of
23 judgment will state, "The Superior Court of California, County of Riverside, granted final
24 approval of the *Sanchez v. Carpenter Co.* matter, Case Number RIC2004219 (Consolidated with
25 Case No. CVRI2200511), on January 21, 2025. As a result, the Administrator has enclosed your
26 settlement check alongside this notice of entry of judgment".

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1 25. All Parties, including each and all Participating Class Members, are bound by
2 this Order of Final Approval and Judgment and by the Settlement Agreement. All Participating
3 Class Members shall be deemed to have entered the Settlement Agreement.

4 26. Without affecting the finality of this Order of Final Approval and Judgment, the
5 Court shall retain continuing jurisdiction over this lawsuit and the Parties, including all Class
6 Members and all matters pertaining to the implementation and enforcement of the terms of the
7 Settlement. Except as provided to the contrary herein, any disputes or controversies arising with
8 respect to interpretation, enforcement, or implementation of the Settlement shall be presented by
9 motion to the Court for resolution.

10 27. A Final Report (Nonappearance) Hearing is scheduled for December 5, 2025
11 before this same court and department. At least five (5) court days before this hearing, Plaintiffs
12 shall file a report (declaration) concerning the amount of money distributed along with a
13 proposed amended judgment.

14 28. This Order of Final Approval and Judgment is intended to be a final disposition
15 of the above-captioned action in its entirety and is intended to be immediately appealable.
16 Subject to the Court's continuing jurisdiction as set forth above, the Court directs the Clerk of
17 the Court to enter Order of Final Approval and Judgment.

18 29. There is no reason for any delay in the entry of this Order of Final Approval and
19 Judgment approving the Settlement. Pursuant to this, immediate entry by the Clerk of the Court
20 is expressly directed.

21 **IT IS SO ORDERED.**

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23 DATED: 1/21/25

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HONORABLE HAROLD W. HOFF
SUPERIOR COURT JUDGE

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