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and on behalf of all others similarly situated
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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA
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11 ALBERTO GATICA-CASTRO, individually,
12 and on behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 SPECIALTY TEAM PLASTERING, INC., a
16 California corporation; and DOES 1 through
50, inclusive,

17 Defendants.
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FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA

10/08/2024

Darrel E. Parker, Executive Officer
BY Chavez, Terri Deputy Clerk

CASE NO.: 22CV01120

[Assigned for all purposes to the
Hon. Colleen K. Sterne, Dept. 5]

~~PROPOSED~~ JUDGMENT

Hearing Date: October 7, 2024
Hearing Time: 10:00 a.m.
Department: 5

Action Filed: March 21, 2022
Trial Date: Not Set

1 **[PROPOSED] JUDGMENT**

2 Plaintiff Alberto Gatica-Castro (“Plaintiff”)’s Motion for Final Approval of Class Action
3 and PAGA Settlement (“Motion”) came before this Court on October 7, 2024 at 10:00 a.m. In
4 accordance with the Order Granting Final Approval of Class Action and PAGA Settlement, the
5 Court hereby ENTERS JUDGMENT AS FOLLOWS:

6 1. The Settlement Agreement is hereby deemed incorporated as if expressly set forth
7 herein. All terms used herein shall have the same meaning as defined in the Settlement.

8 2. Solely for purposes of effectuating the Settlement, this Court has certified a Class
9 defined as follows:

10 All current and former non-exempt employees of Specialty Team
11 Plastering, Inc. in the State of California at any time within the
period from March 21, 2018 through April 17, 2023.

12 3. The Court finds that zero (0) Class Members have objected to the Settlement and
13 zero (0) Class Members have requested to be excluded from the Settlement.

14 4. Effective upon the Settlement Administrator’s receipt of the total Gross Settlement
15 Amount and the employer’s share of payroll taxes, Plaintiff, Settlement Class Members and
16 PAGA Employees shall be deemed to have released their respective Released Claims against the
17 Releasees, as set forth below.

18 5. The released parties are Defendant, and each of its former, present and future direct
19 and/or indirect owners, dba’s, parents, subsidiaries, affiliated and related companies, divisions,
20 successors, predecessors, or assigns, and past, current and future employees, attorneys, officers,
21 directors, shareholders, owners, agents, trustees, heirs, executors, administrators, predecessors,
22 successors or assigns (collectively “Releasees”).

23 6. Each and every Class Member, on behalf of himself or herself and his or her heirs
24 and assigns, shall release Releasees from the following claims for the entire Class Period: (1) any
25 and all claims, charges, rights, complaints, liens, demands, obligations, damages, wages, penalties,
26 interest, debts, liabilities, costs, compensation, damages, attorneys’ fees, actions, and/or causes of
27 action that were asserted or could have been asserted based upon the facts and circumstances
28 alleged in the Complaint and arising at any time during the Class Period in this Action, including

1 but not limited to all state wage and hour claims (including all claims under the California Labor
2 Code) for unpaid wages, unpaid minimum wages, unpaid overtime wages, off-the-clock work
3 violations, failure to provide meal periods, failure to provide rest periods, unreimbursed business
4 expenses, wage statement violations, waiting time penalties, and the related provisions of the
5 Labor Code including but limited to Labor Code §§ 201-204, 210, 216, 218.6, 226, 226.3, 226.7,
6 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2802, derivative claims under California
7 Business & Professions Code §§ 17200 et seq., and all claims under the governing Wage Order
8 (“Released Claims”); and all other potential civil and statutory penalties based on or arising from
9 the Released Claims, including but not limited to statutory, constitutional, contractual damages,
10 costs, penalties, punitive damages, interest, attorneys’ fees, litigation costs, restitution, and
11 equitable relief; (2) Upon the Effective Date and the payment by Defendant of all funds due under
12 the Settlement, Settlement Class Members shall be precluded from filing a wage and hour action
13 under the Fair Labor Standards Act against the Releasees for claims and/or causes of action
14 encompassed by the Released Claims, which will be extinguished pursuant to *Rangel v. PLS*
15 *Check Cashers of California, Inc.* (9th Cir. 2018) 899 F.3d 1106; (3) in addition, as to all Class
16 Members employed during the Released PAGA Claims Period, claims arising under the Private
17 Attorneys General Act of 2004, Labor Code § 2698 et seq., to the extent asserted in Plaintiff’s
18 administrative exhaustion letter submitted to the LWDA and any Complaint in this matter (i.e., the
19 Released PAGA Claims).

20 7. Upon the Effective Date and the payment by Defendant of all funds due under the
21 Settlement, Plaintiff shall release all claims, known or unknown, against the Releasees, including a
22 waiver of the benefits of California Civil Code § 1542. Settlement ¶ 39(n).

23 8. The Gross Settlement Amount is \$645,000.00. Defendant has already paid
24 \$550,000.00 into a Qualified Settlement Fund established by the Settlement Administrator.
25 Defendant shall pay the remaining \$95,000.00 by December 31, 2024. In addition, Defendant shall
26 separately pay its share of any employer-side payroll taxes by December 31, 2024.

27 9. The Court approves and orders payment of a Class Representative Service Award
28 in the amount of \$7,500.00 to Plaintiff to be paid from the Gross Settlement Amount.

1 10. The Court also hereby approves and orders payment in the amount of \$30,000.00
2 for the PAGA Allocation to be paid from the Gross Settlement Amount. The Court orders that
3 75% of the PAGA Allocation (\$22,500.00) be paid to the California Labor and Workforce
4 Development Agency. The remaining 25% of the PAGA Allocation (\$7,500.00) shall be
5 distributed to PAGA Employees in accordance with the Settlement.

6 11. The Court hereby approves and orders payment of Class Counsel's attorneys' fees
7 in the amount of \$215,000.00, and Class Counsel's litigation expenses in the amount of
8 \$19,812.55, to be paid from the Gross Settlement Amount

9 12. The Court hereby approves and orders payment of Settlement Administration Costs
10 in the amount of \$15,000.00 to Xpand Legal Consulting LLC, to be paid from the Gross
11 Settlement Amount.

12 13. The Court also hereby orders that any checks distributed to Settlement Class
13 Members and/or PAGA Employees from the Gross Settlement Amount that remain uncashed after
14 180 calendar days of being issued shall be transferred to the Controller of the State of California to
15 be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, et seq. for the
16 benefit of the Settlement Class Member(s) or PAGA Employee(s) who did not cash their checks
17 until such time that they claim their property, or the property is otherwise disposed of pursuant to
18 the Unclaimed Property Law.

19 14. Without affecting the finality of this Judgment, the Court shall retain continuing
20 jurisdiction over this action and the parties, including all Settlement Class Members, and over all
21 matters pertaining to the implementation and enforcement of the terms of the Settlement
22 Agreements pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure
23 section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with
24 or with respect to the interpretation, enforcement, or implementation of the Settlement Agreement
25 shall be presented to the Court for resolution.

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1 15. This Judgment is intended to be a final disposition of the action in its entirety, and
2 is intended to be immediately appealable.

3 16. Within ten (10) calendar days of the date Judgment is entered, the Settlement
4 Administrator shall post a notice of this Judgment on the Settlement Administrator's website.

5 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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7 DATED: **10/08/2024**



HON. COLLEEN K. STERNE
Judge of the Superior Court

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PROOF OF SERVICE

Gatica-Castro v. Specialty Team Plastering, Inc.
SBSC Case No. 22CV01120

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266.

On September 10, 2024, I served the following document or documents:

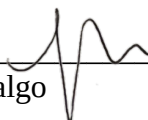
[PROPOSED] JUDGMENT



By e-mail or electronic transmission. I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Kenneth P. Roberts, Esq. Stuart E. Cohen, Esq. K.P. ROBERTS & ASSOCIATES, A PROFESSIONAL LAW CORPORATION 6355 Topanga Canyon Boulevard, Suite 403 Woodland Hills, CA 91367 Telephone: (818) 888-3553 E-mail: kroberts@kprlawinc.com scohen@kprlawinc.com	Attorneys for Defendant SPECIALTY TEAM PLASTERING, INC.
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 10, 2024 at Manhattan Beach, California.



Jasmin Hidalgo