

1 JAMIE SERB (SBN 289601)
2 jamie@crosnerlegal.com
3 NIKKI TRENNER (SBN 316007)
4 nikki@crosnerlegal.com
5 ZACHARY M. CROSNER (SBN 272295)
6 zach@crosnerlegal.com
7 **CROSNER LEGAL, PC**
8 9440 Santa Monica Blvd. Suite 301
9 Beverly Hills, CA 90210
10 Tel: (866) 276-7637
11 Fax: (310) 510-6429

12 Attorneys for Plaintiff FRANCISCO CERVANTES

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF RIVERSIDE**
16

17 FRANCISCO CERVANTES, as an
18 individual and on behalf of all others
19 similarly situated,

20 Plaintiff,

21 v.

22 ALPHA MATERIALS, INC., a California
23 corporation; and DOES 1-100, inclusive,

24 Defendants.
25
26
27
28

Case No.: Case No.: CVRI2201967

Assigned for All Purposes to:
Hon. Harold Hopp
Dept. 1

NOTICE OF ENTRY OF ORDER

1 TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE THAT on March 12, 2024, the Court entered its order granting
3 Plaintiff's Motion for Final Approval of Class Action Settlement and Request for Attorney's Fees
4 and Costs, and Judgment Thereon. Furthermore, a Final Report (Nonappearance) Hearing is set for
5 July 24, 2025 in Department 1 of the Riverside County Superior Court. A true copy of the Court's
6 Order is attached hereto as Exhibit A.

7
8 Dated: August 2, 2024

CROSNER LEGAL, PC

9
10
11 By: 

12 Jamie K. Serb, Esq.

13 Nikki Trenner, Esq.

14 Zachary M. Crosner, Esq.

15 Attorneys for Plaintiff Francisco Cervantes
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT

A

JAMIE SERB (SBN 289601)
jamie@crosnerlegal.com
NIKKI TRENNER (SBN 316007)
nikki@crosnerlegal.com
ZACHARY M. CROSNER (SBN 272295)
zach@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429

Attorneys for Plaintiff FRANCISCO CERVANTES

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

FRANCISCO CERVANTES, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

v.

ALPHA MATERIALS, INC., a California
corporation; and DOES 1-100, inclusive,

Defendants.

Case No.: Case No.: CVRI2201967

Assigned for All Purposes to:
Hon. Harold Hopp
Dept. 1

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND REQUEST FOR
ATTORNEY'S FEES AND COSTS, AND
JUDGMENT THEREON**

Date: July 25, 2024
Time: 8:30 a.m.
Dept.: 1

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 02 2024

E. Escobedo

1 The Court, having read the papers filed with regard to Plaintiffs' motion for final approval
2 of a class action settlement and request for attorney's fees and costs, and having heard argument
3 on the motions, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement ("Settlement Agreement"), attached as
7 Exhibit 1 to the Declaration of Nikki Trenner, filed on or about February 15, 2024, is the product
8 of arms-length negotiations between the parties and the terms of the Settlement Agreement are
9 fair, reasonable, adequate, and in the best interests of the Settlement Class. The Settlement
10 Agreement therefore is finally approved, and its terms incorporated herein. The Court orders the
11 parties to the Settlement Agreement to perform forthwith their respective duties and obligations
12 thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its March
14 12, 2024 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
15 Procedure Section 382 for purposes of settlement only. The Settlement Class includes all non-
16 exempt employees who worked for Defendant Alpha Materials, Inc. ("Alpha") in California
17 during the Class Period of May 18, 2018 through November 5, 2023. No Settlement Class
18 Members opted out of the settlement.

19 4. The Court adjudges Plaintiff and the Participating Class Member, on behalf of
20 themselves and their respective former and present representatives, agents, attorneys, heirs,
21 administrators, successors, and assigns, to have released and forever discharged the Released
22 Parties (as defined in the Settlement Agreement), to the fullest extent permitted by law, from all
23 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
24 Operative Complaint, including, (a) Failure to Pay Minimum Wages (Cal. Lab. Code §1194); (b)
25 Failure to Pay Overtime (Cal. Lab. Code § 510); (c) Failure to Provide Meal Periods (Cal. Lab.
26 Code § 226.7); (d) Failure to Provide Rest Periods (Cal. Lab. Code § 226.7); (e) Failure to
27 Compensate for Non-Productive Time (Cal. Lab. Code § 226.2); (f) Failure to Provide Accurate
28 Itemized Wage Statements (Cal. Lab. Code § 226); (g) Failure to Reimburse Business Expenses

1 (Cal. Lab. Code § 2802); and (h) Violation of Unfair Competition Law (Bus. & Prof. Code §
2 17200, et seq.). Participating Class Members' only release these claims for the duration of the
3 Class Period. Participating Class Members do not release any other claims, including claims for
4 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
5 unemployment insurance, disability, social security, workers' compensation, or claims based on
6 facts occurring outside the Class Period.

7 5. The Court further adjudges that Plaintiff and the State of California release all
8 claims for statutory penalties that could have been sought by the Labor Commissioner for the
9 violations identified in Plaintiff's PAGA Notice, as alleged in the Operative Complaint including
10 (a) Failure to Pay Minimum Wages (Cal. Lab. Code § 1194); (b) Failure to Pay Overtime (Cal.
11 Lab. Code § 510); (c) Failure to Provide Meal Periods (Cal. Lab. Code § 226.7); (d) Failure to
12 Provide Rest Periods (Cal. Lab. Code § 226.7); (e) Failure to Compensate for Non-Productive
13 Time (Cal. Lab. Code § 226.2); (f) Failure to Provide Accurate Itemized Wage Statements (Cal.
14 Lab. Code § 226); (g) Failure to Reimburse Business Expenses (Cal. Lab. Code § 2802); (h)
15 Failure to Adopt a Compliant Sick Pay Policy (Cal. Lab. Code § 246); (i) Record Keeping
16 Violations (Cal. Lab. Code § 1174); (j) Failure to Produce Employment Records (Cal. Lab. Code
17 §§ 226, 432, and 1198.5); (k) Refusal to Make Payment (Cal. Lab. Code § 216); (l) Statutory
18 Wage Violations (Cal. Lab. Code § 223); (m) Standard Conditions of Labor Violations (Cal. Lab.
19 Code §§ 1198-1199); and (n) Background Check Violations (Cal. Lab. Code §§ 432.5, 432.7, and
20 1024.5). Plaintiff does not release any Aggrieved Employees' claims for wages or damages. This
21 release only releases these claims for the duration of the PAGA Period.

22 6. The Settlement Administrator is ordered to distribute to the participating Class
23 Members their respective individual settlement payments from the Net Settlement Amount as
24 provided in the Settlement Agreement. All envelopes transmitting a settlement distribution check
25 to the Class Members shall bear the following notation: "YOUR CLASS ACTION
26 SETTLEMENT CHECK IS ENCLOSED." All settlement distribution checks shall be negotiable
27 for 180 days from the date of issuance. The Settlement Administrator is further ordered to mail a
28 reminder postcard to all participating Class Members and Aggrieved Employees who have not

1 cashed their settlement checks within 60 days of issuance. With respect to any Class Member who
2 is a current employee of defendant Alpha and whose settlement distribution check is returned as
3 undeliverable, if the Settlement Administrator is unable to locate a valid mailing address then the
4 Settlement Administrator shall arrange with defendant Alpha to have the settlement distribution
5 checks delivered to the currently employed Class Member at their place of employment. Funds
6 attributable to uncashed checks that remain after the check void date shall be forwarded to the
7 California State Controller's Unclaimed Property Fund as provided in the Settlement Agreement.
8 No funds shall revert to Alpha.

9 7. The Court further orders that the Class Members be provided with notice of this
10 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall include
11 with each Class Member's initial settlement distribution check a notice on the check stub advising
12 the Class Members that the Court entered Judgment, the date of the Judgment, and that Class
13 Members may obtain a copy of the Judgment upon request from the Settlement Administrator.

14 8. The Class Counsel Award claimed by Class Counsel Crosner Legal PC is
15 reasonable, appropriate, and consistent with the attorneys' fees awarded in the Greater Los
16 Angeles Area for attorneys with similar qualifications, skill, and experience. Further, the costs
17 incurred by Class Counsel were reasonable and necessary for the successful prosecution of the
18 case. Accordingly, the Court approves Class Counsel's request for an award of attorney's fees in
19 the amount of \$98,333.33 and an award of costs and expenses in the amount of \$10,846.56. Such
20 amounts shall be paid as provided in the Settlement Agreement.

21 9. The requests for a service award to Plaintiff and Class Representative Francisco
22 Cervantes in the amount of \$5,000.00, is reasonable given the risks Plaintiff assumed and the
23 amount of time Plaintiff spent assisting with prosecuting the case. The requested amount also is
24 within the range of reasonableness for such awards approved in other cases. Accordingly, the
25 Court approves the request for a service payment to Francisco Cervantes in the amount of
26 \$5,000.00, and the Settlement Administrator is ordered to make such payment consistent with the
27 terms of the Settlement Agreement.

1 10. The Court finds and determines the \$15,000 PAGA Penalties payment is fair,
2 appropriate, and reasonable and that the payment to the California Labor & Workforce
3 Development Agency of \$11,250.00 as its share of the settlement of civil penalties under the
4 California Private Attorneys General Act, Labor Code Sections 2698, *et seq.*, is fair, appropriate,
5 and reasonable. The Court hereby finally approves said payment and orders the payment be made
6 per the terms of the Settlement Agreement.

7 11. The Settlement Agreement provides the Settlement Administrator, Phoenix
8 Settlement Administrators, shall be paid from the GSA. As set forth in the Declaration of Jarrod
9 Salinas, the Settlement Administrator is owed \$7,750 for services rendered and to be rendered in
10 administering the settlement. The Court therefore orders that Phoenix Settlement Administrators
11 be paid the amount of \$7,750 consistent with the terms of the Settlement Agreement.

12 12. A Final Report (Nonappearance) Hearing is set for July 24, 2025, in Department 1
13 of the Riverside County Superior Court. The parties are ordered to file a compliance report no
14 later than five (5) court days before the compliance hearing, which report shall include as
15 appropriate a declaration from the Settlement Administrator describing the date the settlement
16 distribution checks were mailed, the total number of settlement distribution checks mailed to Class
17 Members, the average amount of the settlement distribution checks, the number of settlement
18 distribution checks remaining uncashed as of the check void date, the total value of the uncashed
19 settlement distribution checks, the average amount of the uncashed settlement distribution checks,
20 and the nature and date of disposition of any unclaimed funds.

21 13. Under California Rule of Court 3.769(h), without affecting the finality of this Order
22 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
23 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
24 contemplated becomes effective and each and every act agreed to be performed by the parties has
25 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
26 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
27 construction, and interpretation of the Settlement Agreement.

1 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
2 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
3 This Order is not a finding of the validity or invalidity of any claims in this action or a
4 determination of any wrongdoing by any party. The final approval of the parties' settlement will
5 not constitute any opinion, position or determination of this Court as to the merits of the claims or
6 defenses of any party.

7 15. Judgment is hereby entered as follows: Plaintiff Francisco Cervantes and the
8 Participating Class Members, defined as all non-exempt employees who worked for Alpha in
9 California during the Class Period of May 18, 2018 through November 5, 2023, shall take nothing
10 from Alpha except as set forth in the Settlement Agreement. The Court shall retain jurisdiction
11 over the parties to interpret, implement and enforce this Judgment.

12
13
14 Dated: 7/25/24



Judge of the Superior Court

Judge Harold W. Hopp

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE
FRANCISCO CERVANTES V. ALPHA MATERIALS INC.
Riverside Superior Court Case No. CVRI2201967

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 9440 Santa Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

On August 2, 2024, I served true copies of the following document(s) described as

NOTICE OF ENTRY OF ORDER

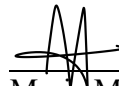
on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

☒ BY ELECTRONIC TRANSMISSION. I transmitted copies of the above-referenced document(s) from the email address maria@crosnerlegal.com to the interested parties in this action by electronic transmission. Said electronic transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on August 2, 2024, at Los Angeles, California.



Maria Monterrey

SERVICE LIST

FRANCISCO CERVANTES V. ALPHA MATERIALS INC.

Riverside Superior Court Case No. CVRI2201967

Eric H. DeWames

Gregory B. Wilbur

MICHAEL SULLIVAN & ASSOCIATES LLP

6203 San Ignacio Ave., Suite 110

San Jose, California 95119

Tel: (408) 627-4812

edewames@sullivanattorneys.com

gwilbur@sullivanattorneys.com

lkatona@sullivanattorneys.com

Attorney for Defendant:

ALPHA MATERIALS, INC.

VIA ONLINE FILING ONLY:

PAGAFilings@dir.ca.gov

California Labor & Workforce

Development Agency

ATTN: PAGA Administrator

455 Golden Gate Avenue, 9th Floor.

San Francisco, CA 94102