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and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

JUAN CARLOS ROSALES, as an individual and
on behalf of all employees similarly situated,

Plaintiff,

v.

BASKERVILLE-PARSONS CONTRACTORS,
INC., a California Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 25CV004198

[Assigned for all purposes to Hon. Lauri A.
Damrell, Dept. 8B]

**CLASS AND PAGA REPRESENTATIVE
ACTION**

**[PROPOSED] ORDER OF FINAL
APPROVAL OF CLASS AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT; JUDGMENT THEREON**

Date: June 12, 2026
Time: 9:00 a.m.
Courtroom: Dept. 8B
Judge: Hon. Lauri A. Damrell

Action Filed: February 20, 2025
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 This matter came on for hearing on June 12, 2026, upon the Motion for Final Approval of the
3 proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA
4 REPRESENTATIVE ACTION SETTLEMENT AGREEMENT (the “Settlement”, “Settlement
5 Agreement” or “Agreement”) *see* Declaration of Lilit Tunyan in Support of Plaintiff’s Motion for Final
6 Approval of Class and PAGA Representative Action Settlement [“Tunyan Decl.”], at Exh. 1).

7 On January 30, 2026, the Court entered the order granting preliminary approval of class and
8 PAGA representative action settlement (“Preliminary Approval Order”), thereby preliminarily approving
9 the Settlement.

10 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
11 oral argument, and good cause appearing,

12 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

13 1. This order incorporates by reference the definitions in the Settlement Agreement, and
14 all capitalized terms defined therein shall have the same meaning in this order as set forth in the
15 Settlement Agreement.

16 2. The Court hereby grants final approval of the Settlement and finds that the terms of the
17 proposed class action Settlement are fair, reasonable, adequate and in the best interests of the Class
18 Members. The Settlement Class meets the requirements for certification for settlement purposes only
19 under Code of Civil Procedure § 382. The Court hereby makes final its earlier provisional certification of
20 the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Court has further
21 considered the absence of Notices of Objection submitted by Class Members.

22 3. The following persons are certified as Class Members solely for the purpose of entering
23 a settlement in this matter:

24 All current and former hourly-paid, non-exempt employees of Defendant who worked
25 for Defendant in California at any time during the Class Period (the “Class Period” is
26 from February 20, 2021 through December 21, 2025.) “Participating Class Members”
27 are those Class Members who do not submit timely exclusion requests to the
28 Administrator. (Settlement, ¶¶ 1.5, 1.9, 1.12, 1.35.)

4. The following persons are Aggrieved Employees or PAGA Group Members for the

purpose of entering a settlement in this matter:

All current and former hourly-paid, non-exempt employees of Defendant who worked for Defendant in California at any time during the PAGA Period (the “PAGA Period” is from February 20, 2024 through December 21, 2025.) PAGA Group Members cannot opt out of the settlement of the PAGA claim. (Settlement, ¶¶ 1.4, 1.31, 7.5.4.)

5. The Notice of Class and PAGA Action Settlement (“Class Notice”), that was provided to the Class Members, fully and accurately informed the Class Members of all material elements of the Settlement and of their opportunity to participate in, object to or comment thereon, or to seek exclusion from, the Class Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

6. No Class Members submitted any Requests for Exclusion, Notices of Objection or Workweek Disputes.

7. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing. The Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court determines that all Class Members who have not submitted a valid and timely Request for Exclusion (“Settlement Class Members”) and PAGA Group Employees are bound by this Final Approval Order and Judgment.

8. The Released Class Claims are set forth in the Settlement Agreement and Notice.

9. The Released PAGA Claims are set forth in the Settlement Agreement and Notice.

10. Plaintiff JUAN CARLOS ROSALES is appointed as the Class Representative. It is hereby ordered that the Settlement Administrator issue payment in the amount of **\$10,000.00** to Plaintiff as his Service Payment, according to the terms set forth in the Settlement Agreement.

11. TUNYAN LAW, APC is appointed as Class Counsel. The Court grants the request for attorneys’ fees in the amount of \$216,666.67 to Class Counsel. It is hereby ordered that the Settlement Administrator issue payment in the amount of **\$216,666.67** to Class Counsel for attorneys’ fees, in accordance with the terms set forth in the Settlement Agreement.

1 12. The Court approves reimbursement of litigation costs and expenses in the amount of
2 \$17,261.09 to Class Counsel. It is hereby ordered that the Settlement Administrator issue payment in the
3 amount of **\$17,261.09** to Class Counsel for reimbursement of litigation costs and expenses, in
4 accordance with the terms set forth in the Settlement Agreement.

5 13. Phoenix Class Action Administration Solutions is appointed to act as the Settlement
6 Administrator and to administer the settlement in accordance with the Agreement. The Court approves
7 payment of settlement administration fees in the amount of \$6,500.00 for the services performed and
8 costs incurred for the notice and settlement administration process. It is hereby ordered that the
9 Settlement Administrator, Phoenix Class Action Administration Solutions, shall issue payment to itself
10 in the amount of **\$6,500.00**, in accordance with the terms set forth in Settlement Agreement.

11 14. The Court approves the allocation of **\$50,000.00** toward penalties under the California
12 Private Attorneys General Act of 2004 (“PAGA Payment”). The Settlement Administrator shall
13 distribute the PAGA Payment as follows: the amount of \$32,500.00 to the California Labor and
14 Workforce Development Agency (“LWDA Payment”), and the amount of \$17,500.00 to be distributed
15 on a pro rata basis to PAGA Employees, according to the terms set forth in the Settlement Agreement.

16 15. The Court hereby enters Judgment by which Settlement Class Members shall be
17 conclusively determined to have given a release of any and all Released Class Claims against the
18 Released Parties, and all PAGA Members shall be bound by the Settlement and may not recover PAGA
19 penalties for any alleged violation covered by the Settlement Agreement. See *Arias v. Superior Court*
20 (2009) 46 Cal.4th 969.

21 16. The Gross Settlement Amount of the Settlement is \$650,000.00 (plus Defendant’s
22 employer share of taxes), from which the above noted awards shall be deducted as follows: \$10,000 for
23 Service Payment to Plaintiff, \$216,666.67 for attorneys’ fees, \$17,261.09 in litigation costs, \$6,500.00 in
24 administration costs, and \$50,000.00 PAGA Allocation (with 65% allocated to LWDA and 35% to
25 PAGA Employees). The remaining amount (which excludes the employer share of taxes) shall be paid to
26 the Settlement Class Members in accordance with the terms of the Settlement Agreement.

27 17. Defendant shall pay the Gross Settlement Amount and the employer’s share of payroll
28 taxes in connection with the wages portion of the Settlement Class Payments pursuant to the timeline and

1 procedure described in the Settlement Agreement and the Class Notice, and the Settlement Administrator
2 shall disburse the funds in accordance with the Settlement Agreement and the Notice.

3 18. Any settlement checks that are provided to the Class Members and remain uncashed after
4 180 days of the date of issuance will be cancelled, and the moneys will be transmitted to the directed to
5 the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving
6 no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b).

7 19. After entry of this Final Approval Order and Judgment, pursuant to California Rules of
8 Court, Rule 3.769(h) and Civil Procedure Code § 664.6, the Court shall retain jurisdiction to construe,
9 interpret, implement, and enforce the Settlement Agreement and this Final Approval Order and
10 Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise
11 and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

12 20. Notice of entry of this Final Approval Order and Judgment shall be given to the Class
13 Members by the Settlement Administrator by posting a copy of the Final Approval Order and Judgment
14 on the Settlement Administrator's website for a period of at least ninety (90) calendar days after the
15 date of entry of this Final Approval Order and Judgment.

16 21. Plaintiff shall provide notice of this Final Approval Order and Judgment to the LWDA
17 as required under PAGA.

18 22. A Final Compliance Hearing is set for **February 26, 2027, at 10:30 a.m.** in
19 Department 8B. Class Counsel shall submit a final accounting report in the form of a declaration from
20 the Settlement Administrator regarding the status of the settlement administration at least fifteen (15)
21 calendar days prior to the Final Compliance Hearing.

22 **IT IS SO ORDERED.**

23
24 Dated: _____

25 Hon. Lauri A. Damrell
26 SACRAMENTIO SUPERIOR COURT JUDGE
27
28

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On the date indicated below, I served the document described as: **[PROPOSED] ORDER OF FINAL APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT; JUDGMENT THEREON** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

Telephone: 916-960-1000

**[PROPOSED] ORDER OF FINAL APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT;
JUDGMENT THEREON**