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8 **SUPERIOR COURT OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF PLACER**
10

11 JESUS BAUTISTA, individually, and on
12 behalf of all others similarly situated,
13 Plaintiff,
14 vs. WESTERN CARE CONSTRUCTION
COMPANY, INC., a California corporation,
15 and DOES 1 through 20, inclusive,
16 Defendants.
17

CASE NO. S-CV-0049217

[AMENDED] JUDGMENT

Filed - 05/16/2025

Electronically filed by Superior Court of California
County of Placer on 05/16/2025
Jake Chatters, Clerk of the Court
By R. Hall Deputy Clerk

1 The Court previously granted final approval to the class action settlement in this matter
2 and entered judgment thereon on June 4, 2024 (the “June 4 Order”). Now, under the terms of the
3 parties’ Class Action and PAGA Settlement Agreement and Code of Civil Procedure section 384,
4 the Court hereby amends the judgment as follows:

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

7 2. The Class Action and PAGA Settlement Agreement (“Settlement Agreement”),
8 attached as Exhibit 1 to the Declaration of J. Kirk Donnelly in support of Plaintiff’s unopposed
9 Motion for Preliminary Approval of Class Action Settlement, filed on or about November 7,
10 2023, is the product of arms-length negotiations between the parties and the terms of the
11 Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement
12 Class. The Settlement Agreement therefore is finally approved, and its terms incorporated herein.
13 The Court orders the parties to the Settlement Agreement to perform forthwith their respective
14 duties and obligations thereunder.

15 3. The Settlement Class, which was provisionally certified by the Court in its
16 February 9, 2023 Order Granting Preliminary Approval, hereby is certified under California Code
17 of Civil Procedure Section 382 for purposes of settlement only. The Class includes all non-
18 exempt employees of Defendant Western Care Construction Company, Inc. (“WCCC” or
19 “Defendant”) in California at any time from April 8, 2018 to November 4, 2023.

20 4. Pursuant to the Settlement Agreement and this Court’s June 4 Order, The Court
21 adjudges Plaintiff and the Participating Class Member, on behalf of themselves and their
22 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
23 and assigns, to have released and forever discharged the Released Parties (as defined in the
24 Settlement Agreement), to the fullest extent permitted by law, from all claims that were alleged,
25 or reasonably could have been alleged, based on the facts stated in the Complaint, including but
26 not limited to claims for unpaid minimum and overtime wages; failure to provide meal periods;
27 failure to provide rest periods; failure to reimburse business expenses, failure to pay all wages due
28 on separation of employment; failure to provide accurate itemized wage statements; and unfair

1 competition under Business & Professions Code sections 17200, et seq. arising from violations of
2 the above the Labor Code sections (the “Released Class Claims”). The operative release period
3 for the Released Class Claims is the Class Period, as defined in the Settlement Agreement.
4 Participating Class Members do not release any other claims, including claims for vested benefits,
5 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
6 insurance, disability, social security, workers’ compensation, or claims based on facts occurring
7 outside the Class Period.

8 5. Pursuant to the Settlement Agreement and this Court’s June 4 Order, The Court
9 further adjudges that all Aggrieved Employees, on behalf of themselves and their respective
10 former and present representatives, agents, attorneys, heirs, administrators, successors, and
11 assigns, release the Released Parties from all claims for PAGA penalties that were alleged in the
12 Complaint and Plaintiff’s PAGA Notice, or reasonably could have been alleged based on the facts
13 stated in the Complaint and the PAGA Notice, including but not limited to PAGA claims
14 premised on violation of Labor Code sections Labor Code §§ 2698, et seq. for alleged violations
15 of Labor Code sections 201-203, 204, 210, 216, 221-224, 226, 226.7, 245, et seq., 450, 510, 512,
16 514, 1174, 1194, 1194.2, 1197, 1198, 1199, 2441, 2802, 2810.5, and all applicable wage orders
17 and applicable sections of the relevant Industrial Welfare Commission Wage Order(s). The
18 operative release period for the Released PAGA Claims is the PAGA Period.

19 6. Pursuant to the Settlement Agreement and this Court’s June 4 Order, the Court
20 further adjudges Plaintiff Jesus Bautista only, in addition to the claims being released by all
21 Participating Class Members and all Aggrieved Employees, to have released and forever
22 discharged the Released Parties, to the fullest extent permitted by law, of and from any and all
23 claims, known and unknown, asserted and not asserted, which Plaintiff had or may have against
24 the Released Parties as of the date of execution of the Settlement Agreement.

25 7. ILYM Group, Inc. (“Settlement Administrator”), the previously-approved
26 settlement administrator for this matter, has distributed to the Settlement Class their respective
27 shares of the Net Settlement Amount as provided by the terms contained in the Settlement
28 Agreement. Funds attributable to uncashed checks total \$3,031.17, and, pursuant to the

1 Settlement Agreement and Code of Civil Procedure section 384, the Settlement Administrator is
2 ordered to disburse that amount forthwith to The Gathering Inn, as the Court-approved *cy pres*
3 beneficiary. No funds shall revert to Defendant.

4 8. The Settlement Administrator also has distributed all other amounts from the
5 Gross Settlement Amount as provided in the Settlement Agreement and May 9 Order, including
6 \$10,000.00 total to the Class Representative, \$1,875.00 to the Labor & Workforce Development
7 Agency, \$3,550.00 to itself, and \$38,717.14 to Class Counsel.

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

15 10. Neither this Amended Judgment nor the Settlement Agreement upon which it is
16 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
17 This Amended Judgment is not a finding of the validity or invalidity of any claims in this action
18 or a determination of any wrongdoing by any party. The final approval of the parties' settlement
19 will not constitute any opinion, position or determination of this Court as to the merits of the
20 claims or defenses of any party.

21 11. This Amended Judgment shall supersede and amend the judgment previously
22 entered on June 4, 2024, and Judgment is hereby entered as follows: Plaintiff Jesus Bautista and
23 the Participating Class Members, consisting of all non-exempt employees of WCCC in California
24 at any time from April 8, 2018 to November 4, 2023, who have not otherwise opted out, shall
25 take nothing from WCCC, except as set forth in the Settlement Agreement.

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12. The Court shall retain jurisdiction over the parties to interpret, implement and enforce this Amended Judgment.

IT IS SO ORDERED AND ADJUDGED.

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Dated: 05/16/2025

/s/ Hon. Trisha Hirashima
Judge of the Superior Court