

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 16 2024

BY


VALERIE URUENA, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

CARLOS QUEZADA, an individual, on behalf
of himself and all others similarly situated;

Plaintiffs,

v.

CONAM MANAGEMENT CORPORATION, a
California Corporation; and DOES 1 through
50, inclusive;

Defendants.

CASE NO.: CIVSB2305893

Assigned to the Hon. Christian Towns

~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF JUDGMENT
APPROVING SETTLEMENT WITH NO
ADMISSION OF LIABILITY

Hearing Information:

Date: December 16, 2024

Time: 8:30 a.m.

Dept.: S26

~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; ENTRY OF JUDGMENT
APPROVING SETTLEMENT WITH NO ADMISSION OF LIABILITY

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) came for a
3 hearing in Department S26 of the above-entitled court. The Final Approval Motion was
4 unopposed by Defendant CONAM Management Corporation (“Defendant”).

5 Having considered the Final Approval Motion, the Settlement Agreement, the
6 Declarations, and all other materials properly before the Court and having conducted an inquiry
7 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
8 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
9 Due and adequate notice having been given to the Class, and the Court having considered the
10 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
11 comments received regarding the proposed settlement, and having reviewed the record in this
12 Action, and good cause appearing,

13 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

14 1. The Court, for purposes of this Judgment Approving Settlement with No
15 Admission of Liability and Order (“Judgment”), refers to all defined terms (i.e., terms with initial
16 capitalization) as set forth in the Settlement Agreement.

17 2. The Court has jurisdiction over the subject matter of this Action, the Class
18 Representatives, the Class Members, and Defendant.

19 3. For purposes of effectuating this Order and Judgment, the Court, for settlement
20 purposes only, finds that the proposed Class is ascertainable and that there is a sufficiently
21 defined community of interest among the Class Members in questions of law and fact. The
22 Court, therefore, certifies the following Class for settlement purposes only:

23 “all persons who are or were previously employed by Defendant in
24 California as hourly, none-exempt employees at any time within
25 the period beginning March 1, 2022, until January 13, 2024.”

26 4. The Court deems this definition sufficient for purposes of California Rules of
27 Court, rule 3.765(a).

1 5. With respect to the Class, and for purposes of approving this Settlement only, this
2 Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous
3 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
4 Class Members, and there is a well-defined community of interest among the Class Members
5 with respect to the subject matter of the Action; (c) the claims of the Class Representatives are
6 typical of the claims of the Class Members; (d) the Class Representatives have fairly and
7 adequately protected the interests of the Class Members; (e) a class action is superior to other
8 available methods for an efficient adjudication of this controversy; and (f) the counsel of record
9 for the Class Representatives, i.e., Class Counsel, are qualified to serve as counsel for the
10 Plaintiffs in their individual and representative capacity and for the Settlement Class.

11 6. The Court finds that the distribution of the Class Notice, as provided for in the
12 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
13 under the circumstances to all Class Members and fully met the requirements of California law
14 and due process under the California and United States Constitution. Based on evidence and
15 other material submitted, the actual notice to the class was adequate.

16 7. The Court finds that the instant Action presented a good faith dispute of the
17 claims alleged, and the Court finds in favor of settlement approval.

18 8. The Released Class Claims on behalf of the Settlement Class Members include:
19 all claims arising during the Class Period: (1) that were pleaded in the
20 First Amended Complaint filed in the Blancas Class and Representative
21 Action; (2) that were pleaded in the Complaint filed in the Quezada Class
22 Action; and (3) that could have been alleged in either the Blancas Class
23 and Representative Action or the Quezada Class Action based on the facts
24 alleged therein, and include, but are not limited to, claims for (i) failure to
25 pay all regular wages, minimum wages and overtime wages due (including
26 off-the-clock and rounding claims); (ii) failure to pay all wages at the
27 correct rate of pay (including meal period premiums, rest break premiums,
28 sick pay, vacation wages, and reporting time pay); (iii) failure to provide

1 meal periods or compensation in lieu thereof; (iv) failure to provide rest
2 periods or compensation in lieu thereof; (v) failure to pay wages timely at
3 time of termination or resignation; (vi) failure to provide timely payment
4 of wages during employment; (vii) failure to maintain complete, accurate
5 records (including payroll records and records of work periods, meal
6 periods, total daily hours, hours per pay period, and applicable pay rates);
7 (viii) failure to provide complete, accurate wage statements; (ix) failure to
8 pay reporting time pay; (x) failure to pay prevailing wages; (xi) failure to
9 pay accrued vacation wages; (xii) failure to reimburse for necessary
10 business-related expenses; (xiii) unlawful deductions of wages; (xiv)
11 failure to pay overtime and double time at the regular rate; (xv) failure to
12 pay sick pay; and (xvii) unfair business practices.

13 9. The Released PAGA Claims on behalf of the PAGA Members, and the
14 State of California include:

15 In consideration for their awarded PAGA Payments, as of the date the
16 Settlement becomes Final, all PAGA Members will release all claims for
17 civil penalties pursuant to PAGA based on the allegations stated in the
18 PAGA Notices and that were or could have been pled in the Complaint
19 based on the facts alleged therein, including but not limited to all claims
20 under the California Labor Code Private Attorneys General Act of 2004
21 for civil penalties that could have been premised on the facts alleged in
22 both Named Plaintiffs' respective PAGA Letters to the LWDA and the
23 Action, including PAGA claims for alleged violations of Labor Code
24 sections 201, 202, 203, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221,
25 223, 226, 226(a), 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174,
26 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and for any and all
27 claims pursuant to California's Labor Code and Wage Orders, and
28 including but not limited to penalties that could have been awarded

1 pursuant to Labor Code sections 210, 225.5, 226, 226.3, 558, 1174.5,
2 1197.1, and 2698 et seq.

3 10. There were two Requests for Exclusion from the Settlement: Gloria E. Lopez and
4 Danette S. Tenorio are hereby excluded from the Class Action portion of the Settlement and are
5 not bound by the release of Class Claims.

6 11. There were no Objections. All Class Members are Settlement Class Members,
7 who are entitled to an Individual Class Payment pursuant to the Settlement and this Judgment.
8 Likewise, all PAGA Members are entitled to an Individual PAGA Payment, constituting a pro
9 rata share of PAGA Penalties.

10 12. The Court approves the Settlement, as set forth in the Settlement Agreement and
11 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties, the
12 Settlement Class Members, the PAGA Members and the State of California. The Parties are
13 directed to perform in accordance with the terms set forth in the Settlement Agreement.

14 13. The Parties are to bear their own costs, except as otherwise provided in the
15 Settlement Agreement.

16 14. By this Judgment, the Class Representatives shall release, relinquish, and
17 discharge, and each of the Settlement Class Members and PAGA Members and the State of
18 California shall be deemed to have, and by operation of the Judgment shall have, fully, finally,
19 and forever released, relinquished, and discharged all Released Claims, as defined in the
20 Settlement Agreement.

21 15. Neither the Settlement Agreement nor the Settlement contained therein, nor any
22 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
23 or the Settlement (i) is or may be deemed to be or may be used by the Class Representatives, the
24 Class Members, the PAGA Members or the State of California as an admission of, or evidence
25 of, the validity of any of the Released Class Claims, or of any wrongdoing or liability of
26 Defendant or any of the other Released Parties; or (ii) is or may be deemed to be or may be used
27 by any of the Class Representatives, Class Members, PAGA Members or the State of California
28 as an admission of, or evidence of, any fault or omission of Defendant or any of the other

Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or any of the other Released Parties may file the Settlement Agreement and/or the Judgment from this Action in any other action that may be brought against it or them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

16. The Gross Settlement Amount to be paid under the Settlement Agreement is \$850,000.00. From this amount, Class Counsel sought a Class Counsel Fee Payment of \$283,333.33, Class Counsel Litigation Expenses of \$39,088.19, Service Payments for Class Representatives of \$10,000 each, an Administrator Expenses Payment of \$20,000.00 to CPT Group, Inc., and \$18,750 to the LWDA for PAGA penalties and \$6,250 to the PAGA Members for PAGA Penalties. Defendant does not oppose these requests. The Gross Settlement Amount includes any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall be reported through the Settlement Administrator. The Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below from the Settlement Amount:

- a. \$283,333.33 to Class Counsel for Class Counsel Fee Payment in light of the benefit obtained on behalf of the Class, which shall be divided as follows:
25% to Koul Law Firm, 25% to Majarian Law Group, APC, 25% to the Bokhour Law Group, P.C., and 25% to Falakassa Law, PC;
- b. \$39,088.19 to Class Counsel for Class Counsel Litigation Expenses;
- c. \$20,000 to the Class Representatives as Service Payments;
- d. \$20,000.00 to the Settlement Administrator, CPT Group, Inc.;
- e. \$18,750 to the LWDA;
- f. \$6,250 to the Aggrieved Employees on a pro rata basis;
- g. After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Settlement

Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

17. The Settlement Administrator is directed to calculate the Settlement Class Member's Individual Class Payments and the PAGA Members' Individual PAGA Payments and issue all payments within in accordance with the Settlement Agreement and this Order/Judgment.

18. Concurrently with mailing the settlement checks to the Settlement Class Members and PAGA Members, the Settlement Administrator shall include a Notice of Entry of Judgment to all Settlement Class Members either on a postcard or as a detachable portion of the check for the Settlement Class Members, noting the following: "Please be advised that on [insert date], 2024, the Superior Court of California for the County of San Bernardino entered Judgment in the case entitled *Quezada et al. v. Conam Management Corporation*, Case No. CIVSB2305893, on behalf of "All persons who are or were previously employed by Defendant in California as hourly, non-exempt employees at any time within the period beginning March 1, 2022, through January 13, 2024 "

19. Settlement Class Members and PAGA Members shall have 180 days to negotiate the settlement check(s) from the date of issuance by the Settlement Administrator. In the event that a Settlement Class Member or PAGA Member does not negotiate his/her check(s) within this time period, the check will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be paid to the California State Controller's Unclaimed Property Fund in the name of the Settlement Class Member.

20. The following dates shall govern for purposes of implementing this Order/Judgment, assuming that no notice of appeal of the Judgment in this matter is filed:

Effective Date	"Effective Date" of the Settlement will be later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed (c) if any timely appeals are filed,
----------------	---

	the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.
Within 30 days after the Effective Date	Defendant will deposit money into an account, through the Settlement Administrator, in an amount equal to the Gross Settlement Fund ("GSA").
Within 10 (ten) calendar days after receipt of the GSA.	Settlement Administrator to issue all Individual Class Payments to the Settlement Class Members, Individual PAGA Payments to the PAGA Members, payment to Class Counsel for the Court approved Class Counsel Fees and Costs Award, the Court approved Service Payment to the Class Representatives, the payment to the proper State authority for PAGA Payment, and pay itself the Court approved Settlement Administration Costs.
180 days after payment is issued	Deadline for Class Members to cash checks.
TBD	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
Date: <u>12/16/2025</u> Time: <u>6:30</u> <u>a.m./p.m.</u>	OSC re: Compliance with the Order and status of disbursements.

21. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: 12/16/2024

C Towns
HON. CHRISTIAN TOWNS
JUDGE OF THE SUPERIOR COURT

~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; ENTRY OF JUDGMENT
APPROVING SETTLEMENT WITH NO ADMISSION OF LIABILITY