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CRISTINA CORDERO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

CRISTINA CORDERO, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

OLDCASTLE APG, INC., a Delaware
corporation; OLDCASTLE APG WEST,
INC., a Colorado corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: CIVSB2308695

*[Assigned for All Purposes to Hon. Christian
Towns, Dept. S-26]*

[PROPOSED] FINAL JUDGMENT

Date: January 6, 2025

Time: 8:30 a.m.

Dept.: S-26

1 This matter came on regularly for hearing before this Court on January 6, 2025, pursuant
2 to California Rule of Court 3.769 and this Court's July 29, 2024 Order Granting Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the
4 parties' Stipulation of Class Action and PAGA Settlement (herein "Settlement")¹ and the
5 documents and evidence presented in support thereof, and the submissions of counsel, the Court
6 hereby ORDERS and enters JUDGMENT as follows:

7 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

10 All current and former non-exempt, hourly employees of Defendants
11 Oldcastle APG, Inc. and Oldcastle APG West, Inc. who worked in
California at any time between April 17, 2019 and July 29, 2024.

12 2. The Class Period is April 17, 2019 through July 29, 2024.

13 3. Plaintiff Cristina Cordero is hereby confirmed as Class Representative, and Scott
14 M. Lidman and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group,
15 APC are hereby confirmed as Class Counsel.

16 4. Notice was provided to the Settlement Class as set forth in the Settlement. The
17 form and manner of notice were approved by the Court on July 29, 2024, and the notice process
18 has been completed in conformity with the Court's Order. The Court finds that said notice was
19 the best notice practicable under the circumstances. The Notice Packet (which consists of the
20 Notice of Pendency of Class Action and Proposed Settlement and Notice of Individual
21 Settlement Award) provided due and adequate notice of the proceedings and matters set forth
22 therein, informed Settlement Class members of their rights, and fully satisfied the requirements
23 of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

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27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 5. The Court finds that no Settlement Class member objected to the Settlement, no
2 class members have opted out of the Settlement, and that the 100% participation rate in the
3 Settlement supports final approval.

4 6. The Court hereby approves the settlement as set forth in the Settlement
5 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
6 Agreement according to its terms.

7 7. For purposes of settlement only, the Court finds that (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members individually is
9 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there
10 is a well-defined community of interest among members of the Settlement Class with respect to
11 the subject matter of the litigation; (c) the claims of the Class Representative are typical of the
12 claims of the members of the Settlement Class; (d) the Class Representative has fairly and
13 adequately protected the interests of the Settlement Class members; (e) a class action is superior
14 to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel
15 are qualified to serve as counsel for the Class Representative and the Settlement Class.

16 8. The Court orders that Defendants deposit the Gross Settlement Amount of
17 \$1,009,000.00 with Phoenix Settlement Administrator, the Settlement Administrator, as
18 provided for in the Settlement. Specifically, Defendants agree to deposit the Gross Settlement
19 Amount with the Settlement Administrator within thirty (30) calendar days after the “Effective
20 Date” which is defined as the latter of: (a) the Court's final approval of the settlement if no
21 objections by or on behalf of Settlement Class members have been filed; (b) the time for appeal
22 has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the
23 final resolution of any appeal that has been filed.

24 9. The Court finds that the settlement payments, as provided for in the Settlement,
25 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
26 individual payments in conformity with the terms of the Settlement.

1 10. The Court finds that an incentive payment in the amount of \$7,500.00 for Plaintiff
2 Cristina Cordero is appropriate for her risks undertaken and service to the Settlement Class. The
3 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
4 Administrator make this payment in conformity with the terms of the Settlement.

5 11. The Court finds that attorneys' fees in the amount of \$336,336.33 and litigation
6 costs of \$19,712.78 for Class Counsel, are fair, reasonable, and adequate, and orders that the
7 Settlement Administrator distribute these payments to Class Counsel in conformity with the
8 terms of the Settlement.

9 12. The Court orders that the Settlement Administrator shall be paid \$10,000.00 from
10 the Gross Settlement Amount for all of its work done and to be done until the completion of this
11 matter, and finds that sum appropriate.

12 13. The Court finds that the payment to the California Labor & Workforce
13 Development Agency ("LWDA") in the amount of \$37,500.00 for its share of the settlement of
14 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
15 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
16 this payment to the LWDA in conformity with the terms of the Settlement.

17 14. For purposes of calculating applicable taxes and withholdings, each Settlement
18 Award shall be allocated as follows: 33% as wages; and 67% as penalties and interest.

19 15. The Court finds and determines that upon satisfaction of all obligations under the
20 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will
21 have released the Released Claims as set forth in the Settlement, and will be permanently barred
22 from prosecuting against Defendants any of the Released Claims pursuant to the Settlement.

23 16. Upon the Effective Date of the Release, by virtue of this Judgment, Plaintiff and
24 every member of the Settlement Class will fully and forever completely release and discharge
25 Defendants, and all of their past and present officers, directors, owners, shareholders, managers,
26 employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its
27 respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys
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(collectively the “Released Parties”) from all claims, demands, rights, liabilities and causes of action that are/were pled in the operative complaint in the Action (which is the Second Amended Complaint), or which could have been pled in the operative complaint in the Action (which is the Second Amended Complaint) based on the factual allegations therein, that arose during the Class Period including but not limited to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (d) failure to provide meal periods, or premium pay for non-compliant meal periods; (e) failure to issue accurate, itemized wage statements; (f) failure to pay all wages upon termination; (g) failure to pay sick pay leave; and (h) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the “Released Claims”). The time period for the release of the Released Claims shall be the same time period as the Class Period.

17. PAGA Employees, including Plaintiff individually and as a representative for the State of California and on its behalf, will release and forever discharge all claims, demands, rights, liabilities and causes of action for civil penalties under California Labor Code Private Attorneys General Act of 2004 against the Released Parties based on (as alleged in the letters to the LWDA on April 17, 2023 and January 24, 2024 and the operative complaint (which is the Second Amended Complaint) for violations of California Labor Code sections 201-203, 204, 212, 218 *et seq.*, 226, 226.7, 246 510, 512, 516, 558, 1194, 1194.2, 1197, 1198 and applicable Industrial Welfare Commission Wage Orders, and for: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (d) failure to provide meal periods, or premium pay for non-compliant meal periods; (e) failure to issue accurate, itemized wage statements; (f) failure to pay all wages upon termination; and (g) failure to pay sick pay leave. (collectively, “PAGA Released Claims”). The time period of the PAGA Released Claims shall be the same as the PAGA Period.

1 18. The releases identified herein will only be effective upon the date that Defendants
2 fully fund the Gross Settlement Amount.

3 19. This document shall constitute a final judgment pursuant to California Rule of
4 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
5 approval hearing, the court must make and enter judgment. The judgment must include a
6 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
7 judgment. The court may not enter an order dismissing the action at the same time as, or after,
8 entry of judgment.”

9 20. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
10 Order, and this Judgment.

11 **JUDGMENT IS SO ENTERED.**

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13 Dated: _____, 2025

Honorable Christian Towns
Judge of the Superior Court