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Attorneys for Plaintiff
ANGEL DIAZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

ANGEL DIAZ, individually and on behalf of
others similarly situated, and as an aggrieved
employee and Private Attorney General,

Plaintiff,

vs.

ALBERI PLASTERING, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 23CV01741

*Assigned for all purposes to the Hon. Syda
Kosofsky Cogliatti, Dept 5*

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT**

Complaint Filed: July 21, 2023
Jury Trial Date: None Set

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

2 PLEASE TAKE NOTICE that on January 28, 2025, the Honorable Syda Kosofsky
3 Cogliatti, in Department 5 in the above-entitled Court, located at 705 Ocean Street, Santa Cruz,
4 California 95060, executed the Final Order and Judgment granting Plaintiff Angel Diaz's
5 ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement. Attached hereto
6 as **Exhibit A** is a true and correct copy of the Order which was signed on January 28, 2025 by the
7 Honorable Syda Kosofsky Cogliati.

8
9 Dated: January 31, 2025

PROTECTION LAW GROUP, LLP

10 

11 By: _____

12 Carlos Jimenez
13 Jeffrey Jimenez
14 Stephanie Papayanis
15 Afife Bicakci
16 *Attorneys for Plaintiff*
17 ANGEL DIAZ
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EXHIBIT A

ELECTRONICALLY RECEIVED
1/24/2025 4:52 PM

Electronically Filed
Superior Court of California
County of Santa Cruz
January 29, 2025
Clerk of the Court by Deputy,
Broughton, Karen

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vs.

ALBERI PLASTERING, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 23CV01741

*Assigned for all purposes to the Hon. Syda
Kosofsky Cogliatti, Dept 1*

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Date: January 27, 2025

Time: 8:30 a.m.

Dept.: 1

Complaint filed: July 21, 2023

FAC filed: September 25, 2023

Trial Date: None Set

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

2 On January 24, 2025, the Court in the above-referenced Class and PAGA Action
3 (“Action”) posted a Tentative Ruling for Plaintiff Angel Diaz’s (Plaintiff”) Motion for Final
4 Order Approving Class Action and PAGA Settlement and Judgment (“Motion” or “Final Order”).
5 The Court’s tentative ruling states, “The motion is granted. Based on the pleadings submitted, the
6 settlement is entitled to a presumption of fairness and no evidence has been presented to overcome
7 the presumption, the motion for final approval is granted.” Pursuant to Local Rule 2.10.01 and
8 California Rule of Court 3.1312, a true and correct copy of the Court’s tentative ruling is attached
9 hereto as **Exhibit A**.

10 The Court in the above referenced Action, having come before the Court on January 27,
11 2025 regarding Plaintiff’s Motion with the Court’s Preliminary Approval Order (“Preliminary
12 Approval Order”), and as set forth in the Class Action and PAGA Settlement Agreement and
13 Class Notice (hereinafter “Settlement” or “Agreement”), and due and adequate notice having been
14 given to all Class Members as required in the Preliminary Approval Order, and the Court having
15 considered all papers filed and proceedings had herein and otherwise being fully informed and
16 good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS**
17 **FOLLOWS:**

- 18 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 19 2. Consistent with the definitions provided in the Agreement, the term “Class” and
20 “Class Members” shall mean the following: “All current and former non-exempt employees of
21 Defendant who were employed in the State of California at any time from July 21, 2019 through
22 April 22, 2024.”
- 23 3. This Court has jurisdiction over the subject matter of this Action and over all
24 Parties to this Action, including all Class Members.
- 25 4. Distribution of the Notice directed to the Class Members as set forth in the
26 Agreement and the other matters set forth therein has been completed in conformity with the
27 Preliminary Approval Order, including individual notice to all Class Members who could be
28 identified through reasonable effort, and the best notice practicable under the circumstances. The

1 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
2 including the proposed Settlement set forth in the Agreement, to all persons entitled to such
3 Notice, and the Notice fully satisfied the requirements of due process. All Class Members and all
4 Released Claims are covered by and included within the Settlement and this Final Order.

5 5. The Court hereby finds the Settlement was entered into in good faith pursuant to
6 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
7 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
8 standards and applicable requirements for final approval of this class action settlement under
9 California law, including the provisions of California Code of Civil Procedure section 382 and
10 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
11 *Superior Court*, 4 Cal.3d 800, 821 (1971).

12 6. The Court hereby approves the Settlement set forth in the Agreement and finds
13 that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
14 effectuate the Settlement according to its terms. The Court finds that the Settlement has been
15 reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court
16 further finds that the Parties have conducted extensive investigation and research, and counsel for
17 the Parties are able to reasonably evaluate their respective positions. The Court also finds that
18 Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
19 that would be presented by the further prosecution of the Action. The Court has reviewed the
20 benefits that are being granted as part of the Settlement and recognizes the significant value to
21 the Class Members. The Court also finds that the Class is properly certified as a class for
22 settlement purposes only.

23 7. Upon remittance of the Gross Settlement Amount by Defendant to the Settlement
24 Administrator, all Participating Class Members shall fully release and discharge Defendant Alberi
25 Plastering, Inc., and its past, present and/or future, direct and/or indirect, officers, directors,
26 members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders,
27 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors,
28 assigns, and joint venturers. (“Released Parties”) from all claims, rights, demands, liabilities and

causes of actions that are alleged or reasonably could have been alleged based on the facts and claims asserted in the operative complaint in the Action including the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to pay wages timely at time of termination or resignation; (v) failure to provide timely pay wages during employment; (vi) failure to provide complete, accurate wage statements; (vii) failure to reimburse business expenses; and (viii) unfair business practices. This release shall apply to claims arising during the Class Period (“Released Class Claims”).

7. Also, PAGA Members shall release claims arising under PAGA during the PAGA Period regardless of their decision to participate in the class settlement aims under the California Labor Code Private Attorneys General Act of 2004 or for civil penalties that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint including but not limited to Labor Code sections 210, 226.3, 1197.1, 558, and 2699 or premised on the facts, claims, causes of action, or legal theories set forth in Notice to the Labor & Workforce Development Agency sent by Plaintiff on July 20, 2023 (the “Released PAGA Claims”).

8. Named Plaintiff Angel Diaz (“Plaintiff”), for himself only, also fully releases the Released Parties from any and all Released Claims and also generally releases and discharges the Released Parties from all claims related to his employment or alleged employment with the Defendants including all claims alleged in the Action, and all claims known and unknown, without exception, except as may be prohibited by law. Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section. Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

1 This release specifically excludes claims for unemployment insurance, disability, social
2 security, and workers compensation (with the exception of claims arising pursuant to California
3 Labor Code Sections 132(a) and 4553).

4 9. No Class Member has objected to the terms of the Settlement.

5 10. No Class Member has requested to be excluded from the terms of the Settlement.
6 Accordingly, 376 out of 376 (100%) of the Participating Class Members are bound by this
7 Judgment.

8 11. The Court finds the settlement payments provided for under the Agreement to be
9 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement,
10 the Court orders Defendant to fund the Gross Settlement Amount of \$425,000.00 within fourteen
11 (14) calendar days after the Effective Date of the Settlement, to provide payments for class
12 members settlement awards, the class representative enhancement payment, Class Counsel's
13 attorney fees and costs, the Settlement Administrator's fees and expenses, and penalties to the
14 California Labor and Workforce Development Agency pursuant to Labor Code Section 2698, *et*
15 *seq.* The calculations and the payments shall be made administered in accordance with the terms
16 of the Agreement.

17 12. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
18 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
19 of thirty three and thirty three percent (35%) the Gross Settlement Amount, \$148,750.00, and
20 attorneys' costs in the amount of \$13,602.95 from the Gross Settlement Amount as final payment
21 for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to
22 Class Counsel and any other person or entity related to the Action. The Court further orders that
23 the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant
24 to the terms of the Agreement.

25 13. The Court hereby approves and orders a Class Representative Enhancement Award
26 of \$7,500.00 to Plaintiff Angel Diaz from the Gross Settlement Amount in accordance with the
27 terms of the Agreement.

28 14. The Court approves and orders the payment in the amount of \$18,750.00 (75% of

1 \$25,000.00) from the Gross Settlement Amount to the California Labor Workforce Development
2 Agency for penalties arising under the Private Attorneys General Act of 2004 (“PAGA”). The
3 remaining \$6,250.00 (25% of \$25,000) shall be distributed to PAGA Members as set forth in the
4 Agreement.

5 15. The Court also hereby approves and orders payment from the Gross Settlement
6 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
7 Apex Class Action Settlement Administrators in the amount of \$8,990.00.

8 16. The Court hereby approves and orders payment of individual settlement payments
9 from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set
10 forth in the Agreement.

11 17. The Court also hereby approves and orders that any checks distributed from the
12 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
13 days after being issued will be transferred to the California State Controller’s Office pursuant to
14 California Civil Code § 1500 and held in trust for such Settlement Class Members. As such, no
15 “unpaid residue” under CCP §384 will result from the settlement.

16 18. Provided the Settlement becomes effective under the terms of the Agreement, the
17 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
18 payments, attorneys’ fees and costs, and Enhancement Payment is as set forth in the Agreement.

19 19. Neither the Settlement nor any of the terms set forth in the Agreement is an
20 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
21 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
22 Released Parties. In entering into the Agreement, Defendant does not admit, and specifically
23 denies, it has violated any federal, state, or local law; violated any regulations or guidelines
24 promulgated pursuant to any statute or any other applicable laws, regulations, or legal
25 requirements; breached any contract; violated or breached any duty; engaged in any
26 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
27 employees. Neither the Settlement or the Agreement, nor any of its terms or provisions, nor any
28 of the negotiations connected with it, shall be construed as an admission or concession by

1 Defendants of any such violations or failure to comply with any applicable law. Except as
2 necessary in a proceeding to enforce the terms of the Agreement, the Agreement and its terms and
3 provisions shall not be offered or received as evidence in any action or proceeding to establish
4 any liability or admission on the part of Defendant or to establish the existence of any condition
5 constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

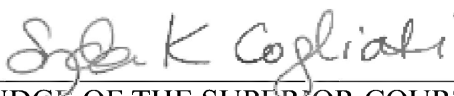
6 20. Without affecting the finality of this Judgment, the Court shall retain continuing
7 jurisdiction over this Action and the Parties, including all Class Members, and over all matters
8 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
9 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
10 as provided to the contrary herein, any disputes or controversies arising with or with respect to
11 the interpretation, enforcement, or implementation of the Agreement shall be presented to the
12 Court for resolution.

13 21. A final report on the disbursement of settlement payments shall be filed by no later
14 than **July 28**, 2025, following the expiration of uncashed settlement payments.

15 22. Plaintiff shall file and serve formal Notice of Entry of Judgment including Notice
16 to the California Labor and Workforce Development Agency (LWDA).

17
18 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

19
20 DATED: January 28, 2025



JUDGE OF THE SUPERIOR COURT
HON. SYDA KOSOFSKY COGLIATTI

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EXHIBIT A

LAW AND MOTION TENTATIVE RULINGS
DATE: JANUARY 27, 2025 TIME: 8:30 A.M.

TENTATIVE RULINGS ARE NOT POSTED IN UNLAWFUL DETAINER CASES

No. 23CV01741

DIAZ v. ALBERI PLASTERING, INC.

**(UNOPPOSED) MOTION FOR FINAL APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

The motion is granted. Based on the pleadings submitted, the settlement is entitled to a presumption of fairness and no evidence having been presented to overcome the presumption, the motion for final approval is granted.

Notice to prevailing parties: Local Rule 2.10.01 requires you to submit a proposed formal order incorporating, verbatim, the language of any tentative ruling – or attaching and incorporating the tentative by reference - or an order consistent with the announced ruling of the Court, in accordance with California Rule of Court 3.1312. **Such proposed order is required even if the prevailing party submitted a proposed order prior to the hearing** (unless the tentative is simply to “grant”). Failure to comply with Local Rule 2.10.01 may result in the imposition of sanctions following an order to show cause hearing, if a proposed order is not timely filed.