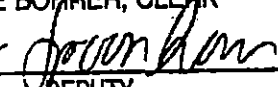


VIB
8/27

DOUGLAS HAN (SBN 232858)
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Filed AUG 27 2025
STEPHANIE BOHRER, CLERK
 
DEPUTY

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

NICOLAS CASTILLO, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

JENSEN PRECAST, a Nevada stock
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: STK-CV-UOE-2023-10091
[Consolidated with Case No. STK-CV-UOE-
2023-0013293]

Assigned for All Purposes to:
Honorable Robert T. Waters
Department 11B

CLASS ACTION

**[PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: August 27, 2025
Hearing Time: 9:00 a.m.
Hearing Place: Department 11B

Complaint Filed: September 25, 2023
Trial Date: None Set

1
2 NICOLAS CASTILLO, individually, and on
3 behalf of aggrieved employees pursuant to the
4 Private Attorneys General Act ("PAGA");

5 Plaintiff,

6 v.

7 JENSEN PRECAST, a Nevada stock
8 corporation; and DOES 1 through 100,
9 inclusive;

10 Defendants.

Case No.: STK-CV-UOE-2023-0013293
[Consolidated with Case No. STK-CV-UOE-
2023-10091]

Complaint Filed: December 8, 2023
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Nicolas Castillo's ("Plaintiff")
2 Motion for Final Approval of Class Action Settlement, and considering papers submitted in
3 support, including the Class Action and PAGA Settlement Agreement ("Settlement Agreement,"
4 "Settlement," or "Agreement"), **FINDS AND ORDERS:**

5 On December 3, 2024, Plaintiff and Defendant Jensen Enterprises, Inc. (erroneously sued
6 as Jensen Precast) ("Defendant") entered the Settlement Agreement.¹

7 On April 2, 2025, the Court entered an order preliminarily approving the settlement of
8 this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure section
9 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing Class
10 Members with an opportunity to object to the Settlement or exclude themselves from the Class,
11 and scheduling a Final Approval Hearing.

12 On August 27, 2025, the Court held a Final Approval Hearing.

13 1. Incorporation of Other Documents. This Order of Final Approval and
14 Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise
15 provided herein, all capitalized terms in this Order and Judgment shall have the same meaning as
16 set forth in the Settlement Agreement.

17 2. Jurisdiction. Because adequate notice has been disseminated, and all Class
18 Members have been given the opportunity to request exclusion from the Class, the Court has
19 personal jurisdiction over the claims of all Class Members. The Court has subject matter
20 jurisdiction over this matter, including jurisdiction to approve the Settlement and grant final
21 certification of the Class.

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24
25 ¹ On September 25, 2023, Plaintiff filed a wage-and-hour class action lawsuit ("Class
26 Action") against Defendant in the Superior Court of California, County of San Joaquin. On
27 December 8, 2023, Plaintiff filed a representative Private Attorneys General Act of 2004
28 ("PAGA") action ("PAGA Action") against Defendant in the Superior Court of California,
County of San Joaquin. On September 4, 2024, the Parties stipulated to consolidate both the
Class Action and PAGA Action and to designate the Class Action (Case No. STK-CV-UOE-
2023-10091) as the lead case.

1 3. Final Class Certification. The Court finds that the Class satisfies all
2 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
3 process. Accordingly, for settlement purposes only, the Court certifies the Class consisting of all
4 hourly-paid, non-exempt employees of Defendant within the State of California at any time
5 during the period from September 25, 2019, through November 20, 2024 ("Class," "Class
6 Members," and "Class Period"). There are 1,029 Class Members who did not submit valid and
7 timely Requests for Exclusion from the Settlement ("Participating Class Members").²

8 4. Adequacy of Representation. Class Counsel fully and adequately
9 represented the Class in entering and implementing the Settlement and satisfied the requirements
10 of Code of Civil Procedure section 382.

11 5. Class Notice. The Court finds that the Court Approved Notice of Class
12 Action Settlement and Hearing Date for Final Court Approval ("Class Notice") and its
13 distribution to Class Members have been implemented pursuant to the Agreement and
14 Preliminary Approval Order. The Court finds that the Class Notice:

- 15 a. Constitutes notice reasonably calculated to apprise the Class Members of:
16 (i) the pendency of this lawsuit; (ii) material terms and provisions of the
17 Settlement and their rights; (iii) their right to object to any aspect of the
18 Agreement; (iv) their right to exclude themselves from the Settlement;
19 (v) their right to receive settlement payments; (vi) their right to appear at
20 the Final Approval Hearing; and (vii) the binding effect of the orders and
21 judgment in this lawsuit on all Participating Class Members;
22 b. Constitutes notice that fully satisfied the requirements of Code of Civil
23 Procedure section 382, Rule of Court 3.769, and due process;
24 c. Constitutes the best practicable notice to Class Members under the
25 circumstances of this lawsuit; and
26 d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

27
28 ² The Administrator mailed Class Notices to 1,030 Class Members and received one (1)
request for exclusion. As a result, there are 1,029 Participating Class Members.

1 6. Final Settlement Approval. The terms and provisions of the Settlement
2 Agreement have been entered into in good faith, resulting from arm's-length negotiations by
3 experienced counsel who have carried out and meaningfully investigated the disputed claims.
4 The Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
5 reasonable, adequate, and in the best interests of the Parties. The Parties shall implement the
6 Settlement Agreement according to its terms and provisions.

7 7. Enforcement of the Settlement. Nothing in this Order and Judgment shall
8 preclude any action to enforce the terms and provisions of the Settlement.

9 8. Binding Effect. The terms and provisions of the Settlement Agreement
10 and this Order and Judgment are binding on Plaintiff, Participating Class Members, Aggrieved
11 Employees, and their spouses, heirs, registered domestic partners, executors, administrators,
12 successors, and assigns. Those terms shall have res judicata and other preclusive effect in all
13 pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such
14 persons to the extent those claims, lawsuits, or other proceedings involve matters that were or
15 could have been raised in this lawsuit and are encompassed by the Released Class Claims and
16 Released Private Attorneys General Act of 2004 ("PAGA") Claims.

17 9. Released Claims

18 a. Release by the Participating Class Members. Effective on the date when
19 Defendant fully funds the entire Gross Settlement Amount and funds all
20 employer payroll taxes owed on the Wage Portion of the Individual Class
21 Payments, all the Participating Class Members, on behalf of themselves
22 and their former and present representatives, agents, attorneys, heirs,
23 administrators, successors, and assigns, release the Defendant and
24 Released Parties from the Released Class Claims.

25 b. Release by the Aggrieved Employee. Effective on the date when
26 Defendant fully funds the entire Gross Settlement Amount and funds all
27 employer payroll taxes owed on the Wage Portion of the Individual Class
28 Payments, all the Participating and Non- Participating Class Members,

1 who are Aggrieved Employees, are deemed to release, on behalf of
2 themselves and their former and present representatives, agents, attorneys,
3 heirs, administrators, successors, and assigns, Defendant and the Released
4 Parties from the Released PAGA Claims.

5 c. Release by Plaintiff. Effective on the date when Defendant fully funds the
6 entire Gross Settlement Amount and funds all employer payroll taxes
7 owed on the Wage Portion of the Individual Class Payments, Plaintiff and
8 his former and present spouses, representatives, agents, attorneys, heirs,
9 administrators, successors, and assigns generally release and discharge
10 Defendant and all Released Parties from the Plaintiff's Released Claims.
11 Plaintiff also expressly waives and relinquishes and shall be deemed to
12 have expressly waived and relinquished, to the fullest extent permitted by
13 law, the provisions, rights, and benefits he may otherwise have had, if any,
14 relating to the Released Claims pursuant to section 1542 of the Civil Code.

15 d. Released Parties. The Released Parties include Defendant and its parents,
16 predecessors, successors, all affiliates, subsidiaries, officers, directors,
17 members, agents, employees, stockholders, related companies or entities,
18 joint employers, and assigns, and any of their shareholders, owners,
19 members, investors, divisions, representatives, officers, directors, board
20 members, trustees, owners, shareholders, employees, agents, attorneys,
21 auditors, accountants, experts, contractors, stockholders, representatives,
22 partners, insurers, as well as any individual or entity that could be liable
23 for any of the Released Claims.

24 10. Gross Settlement Amount. The Court approves the payment of the Gross
25 Settlement Amount of \$1,500,000 to be paid by Defendant.

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11. Class Counsel Fees Payment and Class Counsel Litigation Expenses

Payment. The Court finds the Class Counsel Fees Payment of \$525,000, to be reasonable and appropriate. The Court finds the Class Counsel Litigation Expenses Payment for reimbursement of actual litigation costs of \$28,204.92, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions of the Settlement. Defendant shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also not be required to pay for any other attorneys' fees or expenses, costs, or disbursements incurred by Plaintiff or Class Members in connection with or related to this matter.

a. Courts have an independent right and responsibility to review Class Counsel Fees Payments and only award so much as determined reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of \$525,000 (35% of the Gross Settlement Amount) are supported by the percentage fee method. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken, difficulty of this litigation, skills required, percentage fees awarded in other cases, and contingent fees charged in the private marketplace, the Court finds that the Class Counsel Fees Payment is reasonable and is approved.

b. The Court has reviewed the Declaration of Douglas Han regarding costs expended in prosecuting this case. Pursuant to the Settlement, Class Counsel may seek reimbursement of up to \$30,000 in litigation costs. The Court finds that Class Counsel expended \$28,204.92 in litigation costs and that such costs were reasonable. Thus, the Court approves the Class Counsel Litigation Expenses Payment of \$28,204.92 as reimbursement of Class Counsel's litigation costs.

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12. Class Representative Service Payment. The Court finds the Class Representative Service Payment of \$10,000, to be paid to Plaintiff out of the Gross Settlement Amount, to be reasonable and appropriate. The Class Representative Service Payment is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

a. The rationale for making enhancement payments is that class representatives should be compensated for the expense and risk incurred in conferring a benefit on the Class. Criteria courts consider include: (i) class representative risk in commencing suit; (ii) notoriety and personal difficulties encountered; (iii) amount of time and effort spent by class representatives; (iv) litigation duration; and (v) personal benefit (or lack thereof) enjoyed by class representatives.

b. The Court has reviewed Plaintiff's declaration outlining Plaintiff's involvement in this case. Given the risks inherent in serving as class representative, duration of the case, time involved, and benefits created for the Class, the Court approves the Class Representative Service Payment of \$10,000 to be paid to Plaintiff.

13. Notice of Judgment to the Class. The Administrator shall provide Notice of Judgment to the Class by posting this signed Order and Judgment on the static website that was created and maintained by the Administrator. This Judgment is intended to be a final disposition of this matter in its entirety and is intended to be immediately appealable.

14. Administration Expenses Payment. The Court finds the Administration Expenses Payment of \$14,000, to be paid to the Administrator from the Gross Settlement Amount, to be reasonable and appropriate. The Administration Expenses Payment is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

a. The Court has reviewed the Declaration of Lluvia Islas from Phoenix Class Action Administration Solutions, the Court-approved Administrator. The Court finds that notice provided to the Class pursuant to the Preliminary Approval Order constitutes the best practicable notice to the

Class and satisfied due process. The Court approves the Administration Expenses Payment of \$14,000 for the Administrator's services in administering the Settlement.

15. PAGA Penalties. The Court finds the PAGA Penalties of \$75,000, seventy-five percent (75%) of which (\$56,250) will be paid to the California Labor and Workforce Development Agency out of the Gross Settlement Amount and twenty-five percent (25%) of which (\$18,750) will be distributed to the Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Penalties are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

16. Fairness of the Settlement. As noted in the Preliminary Approval Order, the Settlement is entitled a presumption of fairness. In the moving papers, Plaintiff contends the Settlement was the product of arm's-length negotiations following litigation, discovery, and exchange of documentation. The negotiations were facilitated with the aid of Steve Serratore, an experienced, well-respected mediator.

a. There were no objections to and only one (1) request for exclusion from the Settlement, displaying the fairness of the Settlement.

b. The fairness of the Settlement is further shown by the gross *average* Individual Class Payment being approximately \$823.10, and the gross *highest* Individual Class Payment being about \$2,440.69.

17. Funding of the Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator no later than ten (10) calendar days after the Effective Date. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks to the appropriate entities and persons.

18. Uncashed Checks. The Class Members must cash or deposit their settlement checks within one hundred eighty (180) calendar days after the checks are issued. Uncashed settlement checks will be canceled and transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member.

1 19. Non-Appeal Case Review. The Court sets a non-appearance case
2 review on ~~June 26, 2020~~ *July 24, 2020, 9:00 am* in Department 11B. A compliance status report shall be filed within five
3 (5) court days before this hearing. Pursuant to Code of Civil Procedure section 384, the
4 compliance status report shall specify the total amount paid to the Participating Class Members
5 and the residual of unclaimed settlement funds that will be paid to the entity identified as the
6 recipient of such funds in the Settlement Agreement.

7 20. Modification of the Agreement. The Agreement may be amended or
8 modified only by a written instrument signed by all Parties and their counsel or their
9 representatives/successors-in-interest. Such amendments or modifications shall be consistent
10 with this Order and Judgment and cannot limit the rights of the Participating Class Members.

11 21. Retention of Jurisdiction. The Court has jurisdiction to enter this Order
12 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
13 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
14 and for any other necessary purpose, including, without limitation:

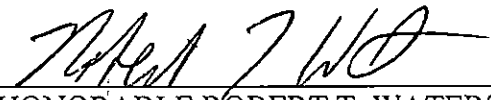
- 15 a. Entering such additional orders as may be necessary or appropriate to
16 protect or effectuate this Order and Judgment approving the Settlement
17 Agreement, and permanently enjoining Plaintiff from initiating or
18 pursuing related proceedings, or to ensure the fair and orderly
19 administration of the Settlement Agreement;
- 20 b. Enforcing the terms and provisions of the Settlement Agreement and
21 resolving any disputes, claims, or causes of action in this lawsuit that, in
22 whole or in part, are related to or arise out of the Settlement Agreement or
23 this Order and Judgment; and
- 24 c. Entering any other necessary or appropriate orders to protect and
25 effectuate this Court's retention of continuing jurisdiction.

26 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
27 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is
28 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

1 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
2 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
3 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
4 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
5 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
6 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

7 IT IS SO ORDERED.

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9 DATED: August 27, 2025


HONORABLE ROBERT T. WATERS
SUPERIOR COURT JUDGE

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is dmather@justicelawcorp.com.

On August 29, 2025, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Castillo v. Jensen Precast**
LWDA/Court Case No.: **LWDA Case No.: CM-983204-23**
Court Case No.: STK-CV-UOE-2023-10091 [Consolidated
with Case No. STK-CV-UOE- 2023-0013293]
San Joaquin County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

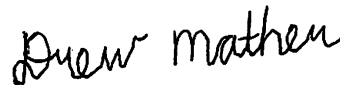
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 29, 2025, at Pasadena, California.



Drew Mather