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Attorneys for Plaintiff, CARLOS SOLANO MARTINEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

CARLOS SOLANO MARTINEZ, individually
and on behalf of others similarly situated, and
as an aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

L.A. COUNTY MASONRY, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. 23STCV22388

*Assigned for All Purposes to Hon: Carolyn
B. Kuhl, Dept. 12*

CLASS ACTION

**NOTICE OF ENTRY OF FINAL
ORDER AND JUDGMENT**

Final Approving Hearing
Date: February 26, 2025
Hearing Time: 10:30 a.m.
Dept: 12

Complaint Filed: September 15, 2023
Jury Trial Date: None Set

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

2 **PLEASE TAKE NOTICE** that on February 26, 2025, at 10:30 a.m., the Honorable
3 Carolyn B. Kuhl, in Department 12 of the above entitled Court, located at 312 N. Spring St, Los
4 Angeles, California 90012, executed the Proposed Final Order and Judgment granting Plaintiff's
5 Motion for Final Approval of Class Action and PAGA Settlement.

6 Attached hereto as **Exhibit A** is a true and correct copy of the Final Order and Judgment
7 granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, which was
8 executed and filed on February 26, 2025. Attached hereto as **Exhibit B** is a true and correct copy
9 of the Minute Order granting Plaintiff's Motion for Final Approval of Class Action and PAGA
10 Settlement, which was issued and filed on February 26, 2025.

11 Dated: February 26, 2025

PROTECTION LAW GROUP, LLP

12
13 By:



14 _____
15 Ryan Chuman, Esq.
16 Arnel Tan, Esq.
17 Joseph Marshall, Esq.
18 Christine V. Reyes, Esq.
19 *Attorneys for Plaintiff*
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Exhibit A

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Attorneys for Plaintiff, CARLOS SOLANO MARTINEZ

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Case No. 23STCV22388

*Assigned for All Purposes to Hon: Carolyn B.
Kuhl, Dept. 12*

CLASS ACTION

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Date: February 26, 2025

Hearing Time: 10:30 a.m.

Dept: 12

Complaint Filed: September 15, 2023

Jury Trial Date: None Set

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

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on February 26, 2025, for a hearing and Final Order Approving Class Action and PAGA
4 Settlement and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order
5 (“Preliminary Approval Order”), and as set forth in the Joint Stipulation of Class Action and PAGA
6 Settlement (“Settlement Agreement” or “Agreement”), and due and adequate notice having been
7 given to all Class Members as required in the Preliminary Approval Order, and the Court having
8 considered all papers filed and proceedings had herein and otherwise being fully informed and
9 good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS**
10 **FOLLOWS:**

11 1. The Court GRANTS Plaintiff Carlos Solano Martinez’s (“Plaintiff”) Motion for
12 Final Approval of Class Action and PAGA Settlement.

13 2. All terms used herein shall have the same meaning as defined in the Agreement.

14 3. The term “Class” and “Class Members” shall mean the following: “all current and
15 former hourly-paid, non-exempt employees of Defendant L.A. County Masonry, Inc., who were
16 employed by Defendant L.A. County Masonry, Inc., in the State of California at any time between
17 September 15, 2019, and May 15, 2024.” The term “Participating Class Member” includes all
18 Class Members who did not submit a timely and valid Request for Exclusion as provided in the
19 Agreement.

20 4. The term “PAGA Group Members” shall mean the following: “current and former
21 hourly-paid non-exempt employees of Defendant L.A. County Masonry, Inc., who were employed
22 by Defendant L.A. County Masonry, Inc., in the state of California at any time any time between
23 September 15, 2022, and May 15, 2024.”

24 5. This Court has jurisdiction over the subject matter of this Action and over all Parties
25 to this Action, including all Class Members and PAGA Group Members.

26 6. Distribution of the Class Notice directed to the Class Members as set forth in the
27 Agreement and the other matters set forth therein has been completed in conformity with the
28 Amended Preliminary Approval Order, including individual notice to all Class Members who

could be identified through reasonable effort, and the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process. All Class Members, all Released Class Claims and all Released PAGA Claims, are covered by and included within the Settlement and this Final Order.

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

8. The Court hereby confirms Protection Law Group, LLP as Class Counsel.

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

10. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, Plaintiff and all Participating Class Members, shall fully release and discharge Defendant L.A. County Masonry, Inc., and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives,

1 trustees, beneficiaries, subrogees, heirs, executors, insurers, attorneys, insurers, partners, investors,
2 shareholders, administrators, present and former parent companies, subsidiaries, shareholders,
3 affiliates, divisions, predecessors, successors, assigns, and joint venturers (“Released Parties”)
4 from any and all claims, rights, demands, liabilities and causes of actions that are alleged, or that
5 reasonably could have been alleged, based on the facts asserted in the operative complaint in the
6 Action, and that arose during the Class Period, including, but not limited to all causes of action for
7 unpaid wages, including minimum wage payments, regular wages, overtime wages; failure to pay
8 wages during employment; failure to pay all wages due upon separation of employment; failure to
9 maintain and provide accurate records; meal and rest break violations; meal and rest break
10 premiums; wage statement violations, reimbursement of necessary business expenditures,
11 violations of the California Business and Professions Code, civil penalties, interest, liquidated
12 damages, attorneys’ fees and costs, claims under California Labor Code sections 201-203, 204,
13 206, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1182.12, and 2802,
14 and violations of the applicable Industrial Welfare Commission Wage Order that could have been
15 raised based on the facts alleged. (“Released Class Claims”). This release shall be binding on all
16 Participating Class Members. The Released Class Claims do not include claims outside the Class
17 Period or that could not have been raised based on the facts alleged in the operative complaint.
18 The Released Class Claims do not include claims for workers’ compensation, unemployment, or
19 disability benefits of any nature, nor any claims, actions, or causes of action which may be
20 possessed by the Class Members under state or federal discrimination statutes, including, without
21 limitation, the California Fair Employment and Housing Act, California Government Code section
22 12940, et seq.; the Unruh Civil Rights Act, California Civil Code section 51, et seq.; the California
23 Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq.; the Americans
24 with Disabilities Act, as amended, 42 U.S.C. § 12101, et seq.; the Employee Retirement Income
25 Security Act of 1974, as amended, 29 U.S.C. § 1001, et seq.; and all of their implementing
26 regulations and interpretive guidelines.

27 11. Upon the complete funding of the Gross Settlement Amount and all applicable
28 employer-side payroll taxes by Defendant, the California Labor and Workforce Development

Agency and the State of California, through Plaintiff as its agent and/or proxy, shall release and discharge the Released Parties from all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts alleged both in the PAGA Notice provided to the California Labor and Workforce Development Agency (“LWDA”) and in the operative complaint in the Action including but not limited to claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts alleged both in the PAGA Notice Letter provided to the LWDA and in the operative complaint, and that arose during the PAGA Period, including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699 (“Released PAGA Claims”). This release shall be binding on all PAGA Members.

12. Additionally, upon the complete funding of the Gross Settlement Amount, Plaintiff Carlos Solano Martinez—on behalf of himself only—shall fully release the Released Parties from any and all Released Class Claims and Released PAGA Claims and also generally release and discharge the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of or relating to his employment by Defendant or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys’ fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff Carlos Solano Martinez, 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 Section 132(a) and 4553).

4 13. No Class Member, requested to be excluded from the terms of the Settlement. The
5 last date to timely submit a request for exclusion was January 11, 2025. Accordingly, all 95
6 Participating Class Members are included and bound by this Order and Judgment..

7 14. The Court also hereby finds that there were no written objections to the Settlement.
8 The last day to submit a written objection to the settlement was January 11, 2025. The Court also
9 notes there were no objections made at the hearing on Final Approval of the Settlement.

10 15. The Court finds the settlement payments provided for under the Agreement to be
11 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement,
12 the Court orders Defendant L.A. County Masonry, Inc. to fund and deposit one-half (1/2) of the
13 Gross Settlement Amount in the amount of One Hundred Forty Eight Thousand Dollars and Zero
14 Cents (\$148,000.00) and all applicable employer-side payroll taxes into a Qualified Settlement
15 Fund ("QSF") within thirty (30) calendar days of the Effective Date; and to fund the remaining
16 half of the Gross Settlement Amount, in the amount of One Hundred Forty Eight Thousand Dollars
17 and Zero Cents (\$148,000.00) within six (6) months after Final Approval of the Settlement to
18 provide payments for (a) the Individual Settlement Payments of Class And PAGA Members; (b)
19 the PAGA Payment to the Labor and Workforce Development Agency; (c) the Class
20 Representative Incentive Payment to Plaintiff; (d) Class Counsel's Fees and Costs and (e)
21 Settlement Administration Costs. The calculations and the payments shall be made administered
22 in accordance with the terms of the Agreement.

23 16. Pursuant to the terms of the Agreement, and the authorities, evidence and argument
24 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
25 of ~~\$96,666.67~~ ^{\$98,666.67} (1/3 of the Gross Settlement Amount) and litigation costs in the amount of
26 \$16,634.16 from the Gross Settlement Amount as final payment for and complete satisfaction of
27 any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other
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The court finds that the fee award is reasonable in light of the benefit provided to the class by the settlement.

person or entity related to the Action. The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement.

17. The Court hereby approves and orders a Class Representative Incentive Payment of \$5,000.00 to Plaintiff Carlos Solano Martinez from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

18. The Court approves and orders the payment in the amount of \$15,000.00 (75% of \$20,000) from the Gross Settlement Amount to the LWDA for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The remaining \$5,000.00 (25% of \$20,000) shall be distributed to the PAGA Group Members as set forth in the Agreement.

19. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual settlement administration expenses incurred by the Settlement Administrator, Apex Class Action, LLC, in the amount of \$4,765.00 as set forth Settlement Agreement.

20. The Court hereby approves and orders payment of individual settlement payments from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

21. The Court also hereby approves and orders that any checks distributed from the Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar days after being issued shall be void. All uncashed settlement checks shall be transferred to the California State Controller's Office and held in trust for such Class Members pursuant to California Unclaimed Property Law, Civil Code Section 1500 *et seq.*

22. Provided the Settlement becomes effective under the terms of the Agreement, the Court also hereby orders that the deadline for mailing the Court-approved individual settlement payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

23. Neither the Settlement nor any of the terms set forth in the Agreement is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing

1 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
2 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
3 an admission or concession with regard to the denials or defenses by Defendant, or any of the other
4 Released Parties, and shall not be offered in evidence in any action or proceeding in any court,
5 administrative agency or other tribunal for any purpose whatsoever other than to enforce the
6 provisions of this Final Order, the Agreement, the Released Claims, or any related agreement or
7 release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or
8 submit in any other proceeding, the Final Order, the Agreement, and any other papers and records
9 on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral*
10 *estoppel*, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

11 24. Without affecting the finality of this Judgment, the Court shall retain continuing
12 jurisdiction over this action and the parties, including all Class Members, and over all matters
13 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
14 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
15 as provided to the contrary herein, any disputes or controversies arising with or with respect to the
16 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court
17 for resolution

18 25. Notice of this Judgment shall be provided by posting the Judgment to the
19 Settlement Administrator's website. Apex Class Action, LLC shall post this Judgment on its
20 website for a period of no less than 180 days.

21 26. Pursuant to PAGA, the LWDA has been given notice of the settlement. Pursuant to
22 PAGA, Plaintiff submitted to the LWDA a notice of the settlement enclosing a copy of
23 the Settlement Agreement. The Court finds and determines that the notice of the settlement
24 complied with the statutory requirements of PAGA. Plaintiff shall file and serve formal notice of
25 Entry of Judgment including notice to the LWDA.

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27. ~~A Final Report Hearing for a final accounting regarding the status of settlement~~
administration is set for _____, at _____ a.m./p.m. in Department 12. Class
Counsel shall submit a final report on the disbursement of the settlement payments on or
before March 25, 2026. A non-appearance case review re the filing of the final report is
set for March 27, 2026.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: 02/26/2025



HON. CAROLYN B. KUHL
JUDGE OF THE SUPERIOR COURT

Exhibit B

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 12

23STCV22388

**CARLOS SOLANO MARTINEZ vs L.A. COUNTY
MASONRY, INC.**

February 26, 2025

10:30 AM

Judge: Honorable Carolyn B. Kuhl

Judicial Assistant: L. Ennis

Courtroom Assistant: M. Miro

CSR: None

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): Michael H. Brody LACourtConnect

Other Appearance Notes: Arnel Tan - Plaintiff - LACourtConnect

NATURE OF PROCEEDINGS: Hearing on Motion for Final Approval of Settlement of Class Action and PAGA

The matter is called for hearing.

The Court notes that there are no appearances by or for any objector.

The Notice of Motion and Motion for Final Approval of Class Action and PAGA Settlement filed by Carlos Solano Martinez on 01/28/2025 is Granted.

The Final Report of the Administrator is to be filed by 03/25/26.

Non-Appearance Case Review Re: Filing of the Final Report of the Administrator is scheduled for 03/27/2026 at 04:30 PM in Department 12 at Spring Street Courthouse.

The Order and Judgment is signed and filed this date.

Plaintiff is to serve a copy of the Motion for Final Approval Order and Judgment on defendants.

Notice is waived.

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PROOF OF SERVICE

Martinez v. L.A. County Masonry, Inc., Case No.: 23STCV22388

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 149 Sheldon Street, El Segundo, California 90245.

On February 26, 2025, I served the following document:

NOTICE OF ENTRY OF FINAL ORDER AND JUDGMENT

by submitting an electronic version of the document to CASEANYWHERE, through the user interface at www.caseanywhere.com. Based on Code of Civil Procedure §187 and California Rule of Court, Rules 2.253(a) and 3.751. The electronic notification address of the person making the service is jessicav@protectionlawgroup.com.

Michael H. Brody, *Esq.*

Chancellor D. Nobles, *Esq.*

LIGHTGABLER LLP

760 Paseo Camarillo, Suite 300

Camarillo, CA 93010

E: azeider@lightgablerlaw.com; mbrody@lightgablerlaw.com; cnobles@lightgablerlaw.com

(Attorneys for Defendant, L.A COUNTY MASONRY, INC.)

And on the California Labor and Workforce Development Agency via Online Filing

PAGA Administrator

California Labor & Workforce Development Agency

1515 Clay Street, Suite 801

Oakland, CA 94612

PAGA@dir.ca.gov

(Via [https:// https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html))

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

Executed on February 26, 2025, at El Segundo, California.

Jessica Villarreal
JESSICA VILLARREAL