

FILED

03/04/2025

Brenda L. McCormick
Executive Officer and Clerk
Christine Holm
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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

JUAN JOSE PINTO PEREZ, an individual,
on behalf of himself, others similarly situated,
and as a private attorney general on behalf of
the State of California,

PLAINTIFF,

v.

GOLDENWOOD TRUSS CORPORATION,
a California Corporation, and DOES 1 thru
50, inclusive,

DEFENDANTS.

Case No: 2024CUOE019811

[Assigned for all purposes to the Hon. Mark S.
Borrell, Dept. 40]

[PROPOSED] JUDGMENT

Date: February 5, 2025

Time: 8:30 a.m.

Dept.: 40

Complaint Filed: January 23, 2024

FAC Filed: March 29, 2024

Trial Date: None Set

1 The Court received and considered the application of Plaintiff Juan Jose Pinto Perez, an
2 individual, on behalf of the people of the State of California acting as a private attorney general
3 under the Labor Code Private Attorneys General Act of 2004, § 2698, *et seq.* (“PAGA”) for
4 approval of the Private Attorney General Act Settlement Agreement (“Settlement Agreement” or
5 “Settlement”) entered into between Plaintiff on behalf of the state of California as a private attorney
6 general pursuant to PAGA and Defendant Goldenwood Truss Corporation. On February 5, 2025,
7 the Court approved the Parties Proposed Settlement as requested with the exception that the Court
8 directed Plaintiff to file the Code of Civil Procedure Section 384 Compliance Declaration ten (10)
9 court days before the Compliance Hearing instead of five (5) court days before the Compliance
10 Hearing. The Court also scheduled the Compliance Hearing for March 5, 2026 at 8:20 am in
11 Department 40. Attached hereto as **Exhibit A** is a true and correct copy of the February 5, 2025
12 Minute Order granting the Motion for Approval of Representative PAGA Settlement.

13 The Court now enters this Judgment consistent with its February 5, 2025 Order granting
14 approval of the Parties’ PAGA Settlement in favor of Plaintiff on the PAGA claims in the amount
15 of \$100,000.00 and in the amount of \$20,000.00 on Plaintiff’s individual claims.

16 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

17 1. All terms used in this Order Granting Approval of PAGA Settlement and Judgment
18 (the “Order”) shall have the same meanings given as those terms are used and/or defined in the
19 Parties’ Settlement Agreement.

20 2. The Court has jurisdiction over the subject matter.

21 3. The Court finds that the instant action presented a good faith dispute of the claims
22 alleged, and the Court finds in favor of settlement approval.

23 4. The Court finds the Parties proposed Settlement is fair, reasonable, and adequate in
24 view of PAGA's purposes to remediate present labor law violations. As such, the Court approves
25 the Settlement of the above-captioned action, as set forth in the Settlement Agreement. The Settling
26 Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

1 5. The Court appoints and confirms Plaintiff Juan Jose Pinto Perez as the PAGA
2 representative.

3 6. The Court appoints David S. Winston and Winston Law Group, P.C. as PAGA
4 Counsel.

5 7. The Court hereby enters FINAL JUDGMENT in conformity with the Settlement
6 Agreement. All terms used herein shall have the same meaning as defined in the Settlement
7 Agreement. The Settlement Administrator shall distribute the Gross Settlement Amount of
8 \$100,000 as follows:

- 9 (a) PAGA Counsel's attorneys' fees in the amount of one-third of the
10 Settlement Payment (\$33,333.33);
- 11 (b) PAGA Counsel's cost reimbursement in the amount of \$3,470.66;
- 12 (c) Settlement Administration costs of \$3,650.00 to be paid to the Settlement
13 Administrator ILYM ;
- 14 (d) A service award to Juan Jose Pinto Perez in the amount of \$5,000.00;
- 15 (e) the remainder of the Settlement Payment after deducting the items (a), (b),
16 (c), and (d) herein shall be designated as PAGA Penalties, which are
17 estimated to be \$54,546.01 and will be allocated between the LWDA and
18 the Aggrieved Employees pursuant to Labor Code section 2699(i) with 75%
19 (\$40,909.51) paid to the LWDA and 25% (\$13,636.50) paid to the
20 Aggrieved Employees on a pro rata basis based upon the number of pay
21 periods worked during the PAGA period as set forth in the Parties'
22 Settlement Agreement.

23 8. Upon the date the Court enters Judgment, Plaintiff, the Aggrieved Employees, and
24 the State of California, shall fully release and forever discharge Defendants and the Released Parties
25 for the period from January 23, 2023 to December 16, 2024, from any and all claims, rights, or
26 causes of action seeking civil penalties under PAGA that were alleged or reasonably could have
27 been alleged against the Released Parties based on the factual allegations set forth in the January
28

23, 2024 PAGA Notice and the March 29, 2024 First Amended Complaint, including but not limited to Labor Code sections 201, 202, 203, 204, 210, 226, 226.2, 226.3, 510, 558, 1174, 1174.5, 1194, 1197, 1197.1, and 1198 (the "Settled Claims" or "Released Claims") as well as for attorneys' fees incurred by Plaintiff in the prosecution of the Covered Claims in this Lawsuit.

9. All checks to Aggrieved Employees shall remain valid and negotiable for 180 days from the date of their issuance. The Court finds that distribution of any residual funds to the proposed *cy pres* beneficiary CASA of Ventura County complies with the requirements of Code of Civil Procedure section 384. The Court hereby appoints CASA of Ventura County as the *cy pres* beneficiary for any residual funds, pursuant to the terms of the Settlement. Upon the expiration of the check cashing deadline, the Settlement Administrator shall promptly send all unclaimed funds to CASA of Ventura County and provide a report to PAGA Counsel that shall be filed with this Court evidencing that such payment has been made.

10. The Court shall hold a compliance hearing on 3/5/24, at 8:20 a.m./p.m. in Department 40 to confirm the distribution of funds under Code of Civil Procedure Section 384 and that the unclaimed funds have been paid to CASA of Ventura County who is the appointed *cy pres* recipient. PAGA Counsel shall file a declaration on behalf of the ILYM Group, Inc. regarding the Status of Settlement Administration and the amount of residual funds paid to the *cy pres* recipient at least ten (10) court days before the Code of Civil Procedure Section 384 compliance hearing.

11. The Settlement Proceeds shall be distributed according to the Payment and Distribution Plan set forth in the Parties' Settlement Agreement.

12. Except as otherwise provided in the Settlement Agreement, the Settling Parties are to bear their own fees and costs.

13. The Ventura County Superior Court shall retain jurisdiction to enforce this Agreement pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and aggrieved employees, to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

1 14. This document shall constitute a Judgment and is intended to be a final disposition
2 of the above captioned action in its entirety, and is intended to be immediately appealable.

3 **IT IS SO ORDERED.**

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5 DATED: 3/3/25


6 HON. MARK S. BORRELL
7 JUDGE OF THE SUPERIOR COURT
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Exhibit A

SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA

Superior Court of California, County of Ventura, Hall of Justice, Department 40

2024CUOE019811

**JUAN JOSE PINTO PEREZ vs GOLDENWOOD TRUSS
CORPORATION**

February 5, 2025

8:20 AM

Judge: Honorable Mark S. Borrell
Judicial Assistant: Penny Wooff
CSR: None

APPEARANCES:

Joshua David Carlon, counsel, present for Defendant(s) telephonically.

David Samuel Winston, counsel, present for Plaintiff(s) telephonically.

NATURE OF PROCEEDINGS: Motion for Approval of Representative PAGA Settlement

NATURE OF PROCEEDINGS: CMC: Complex Track

9:07 a.m. Court convenes in this matter.

Court proceedings were conducted using CourtCall.

The court's oral tentative ruling is to grant the motion for approval of PAGA settlement.

Matter submitted to the Court without argument.

The Court finds/orders:

The Motion for Approval of Representative PAGA Settlement, Memorandum of Points and Authorities is granted.

Compliance Hearing is scheduled for 03/05/2026 at 08:20 AM in Department 40 at Hall of Justice.

Compliance declarations are due 10 court days prior to the hearing.

Courtesy copies are to be emailed to Courtroom40@ventura.courts.ca.gov.

Notice is waived.

1 **PROOF OF SERVICE**

2 (CODE CIV. PROC. § 1013A(3))

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18
5 years and am not a party to the within action; my business address is 251 South Lake Avenue, Suite
360, Pasadena, California 91101-3018.

6 On February 26, 2025, I served the following document(s) described as JOINT
7 STIPULATION AND [PROPOSED] ORDER TO ENTER JUDGMENT on the interested parties
in this action as follows:

8 David S. Winston
9 WINSTON LAW GROUP
10 1880 Century Park East, Suite 511
Los Angeles, CA 90067
11 Telephone: 424.288.4568
Facsimile: 424.532.4062

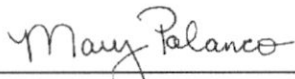
Attorneys for Plaintiff *Juan Jose Pinto Perez*
Email: david@employmentlitigators.com



13 **BY EMAIL:** My electronic service address is Mary.Polanco@aalrr.com. Based on a
14 written agreement of the parties pursuant to California Code of Civil Procedure § 1010.6
15 to accept service by electronic means, I sent such document(s) to the email address(es)
16 listed above or on the attached Service List. Such document(s) was scanned and emailed
to such recipient(s) and email confirmation(s) will be maintained with the original
document in this office indicating the recipients' email address(es) and time of receipt
pursuant to CCP § 1013(a).

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

18 Executed on February 26, 2025, at Pasadena, California.

19 
20 _____
Mary H. Polanco