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

JUVENTINO RAMIREZ-PACHECO,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

BROPHY BROS., INC., a California corporation;
BENNETT BROS., INC, a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 2024CUOE021291

*Assigned for all purposes to:
Hon. Charmaine H. Buehner
Dept. 44*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Final Approval Hearing:

Date: April 2, 2026
Time: 1:30 p.m.
Dept.: 44

1 Plaintiff Juventino Ramirez-Pacheco's ("Plaintiff") Motion for Preliminary Approval of
2 Class Action and PAGA Settlement of Plaintiff came before this Court on June 2, 2025, at 8:20
3 a.m., in Department J4 of the Superior Court of California, County of Ventura, Oxnard –
4 Juvenile Justice Center located at 4353 E. Vineyard Avenue, Oxnard, California 93036. Plaintiff
5 now seeks an order granting final approval of the Settlement Agreement ("Settlement" or
6 "Settlement Agreement") between Plaintiff and Defendants Brophy Bros., Inc. and Bennett
7 Bros., Inc. ("Defendants") (Plaintiff and Defendants collectively, the "Parties"), a copy of which
8 is attached to the Declaration of John G. Yslas in Support of Plaintiff's Motion for Preliminary
9 Approval of Class Action and PAGA Settlement as **Exhibit 1**. On July 15, 2025, this Court
10 issued an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and
11 PAGA Settlement ("Preliminary Approval Order"). In accordance with the Preliminary
12 Approval Order, Class Members have been given notice of the terms of the Settlement and the
13 opportunity to comment on or object to it or to exclude themselves from its provisions.

14 Having received and considered the Settlement Agreement, the supporting papers filed
15 by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary
16 Approval of Class Action and PAGA Settlement granted on July 15, 2025, and the instant
17 Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as
18 well as oral argument presented to the Court, the Court grants final approval of the Settlement
19 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

20 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
21 including all Settlement Class Members.

22 2. The Court finds that the Class, as defined below, is properly certified as a class for
23 settlement purposes only:

24 all non-exempt, hourly individuals that worked for Defendants in
25 California during the Class Period

26 3. The Court appoints Plaintiff Juventino Ramirez-Pacheco as class representative for
27 settlement purposes only.

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1 4. The Court appoints John G. Yslas, Eugene Zinovyev, Emily Borman, John Brown,
2 and Gabriella Solé of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

3 5. Pursuant to the Preliminary Approval Order, a Notice of Proposed Settlement and
4 Final Approval Hearing, and Notice of Estimated Settlement Share were sent to each Class
5 Member by first-class mail. These papers informed Class Members of the terms of the Settlement,
6 their right to receive a Settlement Share, their right to comment on or object to the Settlement or
7 to opt out of the Settlement and pursue their own remedies, and their right to appear in person or
8 by counsel at the final approval hearing and be heard regarding approval of the Settlement.
9 Adequate periods of time were provided by each of these procedures.

10 6. No Class Members objected to the Settlement.

11 7. No Class Members requested exclusion from the Settlement.

12 8. The Court finds and determines that this notice procedure afforded adequate
13 protections to Class Members and provides the basis for the Court to make an informed decision
14 regarding approval of the Settlement based on the responses of Class Members. The Court finds
15 and determines that the notice provided in this case was the best notice practicable, which satisfied
16 the requirements of law and due process.

17 9. The Court finds the Settlement was entered into in good faith, that the Settlement is
18 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
19 requirements for final approval of this class action settlement under California law, including the
20 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
21 3.769.

22 10. Class Members who have not opted out will be bound by the Settlement, except that
23 PAGA Group Members will release the PAGA claims released in the Settlement and will receive
24 a portion of the amount set aside for their share of the settlement of civil penalties, regardless of
25 whether they opt out of the Settlement.

26 11. The Court finds that Plaintiff notified the Labor and Workforce Development
27 Agency (“LWDA”) of the Settlement in accordance with the notice requirements of California
28 Labor Code § 2699(s).

1 12. No later than fourteen (14) days after the Court’s Final Approval of the Settlement
2 as defined in the Settlement Agreement, Defendants will transfer the Gross Settlement Amount of
3 Four Hundred Twenty-Five Thousand Dollars (\$425,000.00) to the Settlement Administrator.

4 13. Within seven (7) days after Defendants fully fund the GSA and the Effective Date
5 has passed, the Administrator will mail checks for all Individual Class Payments, all Individual
6 PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the Class
7 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
8 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class
9 Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not
10 precede disbursement of Individual Class Payments and Individual PAGA Payments.

11 14. In addition to any recovery Plaintiff may receive under the Settlement, and in
12 recognition of Plaintiff’s efforts on behalf of the Settlement Class, the Court hereby approves
13 payment from the Gross Settlement Amount of an incentive award to Plaintiff Juventino Ramirez-
14 Pacheco in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00).

15 15. The Court approves payment from the Gross Settlement Amount for civil penalties
16 under PAGA in the amount of One Hundred Fifty Thousand Dollars (\$25,000.00) with the LWDA
17 to receive 75% (\$18,750.00), and the remaining 25% (\$6,250.00) to be distributed to Aggrieved
18 Employees, defined as all hourly-paid, non-exempt employees who are currently or formerly
19 employed by Defendants in the State of California from June 20, 2023 through November 15, 2024.
20 The Court finds and determines that such payment is fair, reasonable, and appropriate.

21 16. The Court approves payment from the Gross Settlement Amount for attorneys’ fees
22 to Class Counsel in the amount of One Hundred Forty One Thousand Six Hundred Sixty Six
23 Dollars and Sixty-Seven Cents (\$141,666.67), and the reimbursement of litigation costs in the
24 amount of Twenty Two Thousand Seven Hundred Twenty Seven Dollars and Forty-Seven Cents
25 (\$22,727.47). Both are reasonable amounts. The reasonableness of the fee award is determined
26 based on a reasonable percentage of the common fund obtained for the Class. The Court also has
27 considered the “lodestar amount.” Awarding fees on a percentage basis encourages efficient
28 litigation practices and reflects the actual benefit obtained for the Class.

1 17. The Court approves payment from the Gross Settlement Amount in the amount of
2 Seven Thousand Eight Hundred Fifty Dollars (\$7,850.00) to the Settlement Administrator, ILYM
3 Group, Inc. for its performance of settlement administration services.

4 18. Individual Settlement Payments checks will be valid for one hundred eighty (180)
5 days after mailing by the Settlement Administrator. If a Class Member fails to cash the check for
6 his or her Individual Settlement Payment within one hundred and eighty (180) days after it is
7 mailed to him or her, the Settlement Administrator will distribute the funds represented by the
8 check to the California State Controller's Office, Unclaimed Property Division, in the name of the
9 Class Member.

10 19. Effective on the date when Defendants fully funds the Gross Settlement Amount
11 and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
12 Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as
13 follows:

14 (a) Plaintiff's Release. "Plaintiff discharges Released Parties from all claims,
15 transactions, or occurrences, that occurred during the Class Period, including all claims that
16 were, or reasonably could have been, alleged, based on the facts contained in the Operative
17 Complaint; and claims under the Fair Employment and Housing Act, Americans with
18 Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, and all
19 equivalent claims under federal law ("Plaintiff's Release"). Plaintiff's Release does not extend
20 to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
21 unemployment benefits, disability benefits, social security benefits, workers' compensation
22 benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff
23 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts
24 or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
25 Release shall be and remain effective in all respects, notwithstanding such different or additional
26 facts or Plaintiff's discovery of them.

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1 (b) Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

2 For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
3 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

4 A general release does not extend to claims that the creditor or releasing
5 party does not know or suspect to exist in his or her favor at the time of
6 executing the release, and that if known by him or her would have
7 materially affected his or her settlement with the debtor or Released
Party.

8 (c) Released Class Claims: All Participating Class Members will release, on
9 behalf of themselves and their respective former and present representatives, agents, attorneys,
10 heirs, administrators, successors and assigns, the Released Parties from any and all claims,
11 rights, demands, liabilities, and causes of action that were alleged, or reasonably could have
12 been alleged, based on the facts stated in the Operative Class Complaint during the Class Period.

13 (d) Released PAGA Claims: All Aggrieved Employees will release, on behalf
14 of themselves and their respective former and present representatives, agents, attorneys, heirs,
15 administrators, successors and assigns, the Released Parties from any and all claims for civil
16 penalties that were alleged or could have been alleged in the Operative PAGA Complaint and
17 the PAGA Notice based on the facts alleged therein during the PAGA Period.

18 20. The Parties are hereby ordered to comply with the terms of the Settlement.

19 21. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs
20 except as otherwise provided in the Settlement and this Judgment and Order Granting Final
21 Approval of Class Action and PAGA Settlement.

22 22. Without affecting the finality of this order in any way, pursuant to California Code
23 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
24 interpretation, administration, implementation, effectuation, and enforcement of this order and the
25 Settlement.

26 23. The Court hereby enters final judgment in accordance with the terms of the
27 Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and
28 PAGA Settlement, and this Order Granting Plaintiff's Motion for Final Approval of Class Action

1 and PAGA Settlement, subject to the Court’s retention of continuing jurisdiction over the Action
2 and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
3 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
4 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

5 24. A Settlement Compliance Hearing is set for October 2, 2026, at 1:30 p.m. or a date
6 and time soon thereafter more convenient for the Court: _____, at _____
7 a.m./p.m. in Dept. 44 of the above-captioned Court.

8 25. A final report from the Settlement Administrator indicating that disbursements were
9 made pursuant to the Settlement shall be filed no later than fifteen (15) days prior to the Settlement
10 Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed,
11 no appearance will be required at the Settlement Compliance Hearing.

12 **IT IS SO ORDERED.**

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14 Dated: _____

15 HONORABLE CHARMAINE H. BUEHNER
16 JUDGE OF THE SUPERIOR COURT
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