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23 Attorneys for Plaintiff

24 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

25 **IN AND FOR THE COUNTY OF SAN MATEO**

26 RICARDO COLIN COVARRUBIAS, an
27 individual, on behalf of himself and on behalf
28 of all persons similary situated,

Plaintiff,

v.

PENINSULA CUSTOM HOMES, INC., a
California Corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. 22-CIV-02733

~~PROPOSED~~ JUDGMENT

Date: April 18, 2023
Time: 2:00 p.m.

Judge: Hon. Marie S. Weiner
Dept.: 2

FILED
SAN MATEO COUNTY

APR 20 2023

Clerk of the Superior Court
By KK
DEPUTY CLERK

Electronically
RECEIVED
3/23/2023

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award
3 and Class Representative Service Awards duly came on for hearing on April 18, 2023, before the
4 above-entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefore,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
9 The Class is defined as "all non-exempt employees who are or previously were employed by
10 Defendant and performed work in California during the Class Period." The Class Period is defined
11 as the period from July 5, 2018 to October 3, 2022.

12 2. All persons who meet the foregoing definition are members of the Settlement Class,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
15 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
16 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
17 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
18 of Class Action and PAGA Settlement and in this Final Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
22 benefits.

23 5. As of the date the Defendant funds the Gross Settlement Amount, ^{of \$225,000.00} each Class
24 Member who has not validly opted out has released the "Released Class Claims" against the
25 Defendant as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
27 The Released Class Claims are defined as all class claims reasonably arising out of the facts alleged
28 in the operative complaint which occurred during the Class Period including all claims, rights,

1 demands, liabilities, and causes of action, reasonably arising from, or related to, the same set of
2 operative facts as those set forth in the operative complaint during the Class Period, including, but
3 not limited to: (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations;
4 (iii) all claims for unpaid minimum wages; (iv) all claims for failure to reimburse for necessary
5 business expenses; (v) all claims for the failure to timely pay wages upon termination based on the
6 preceding claims; (vi) all claims for the failure to timely pay wages during employment based on
7 the preceding claims, (vii) all claims for wage statement violations based on the preceding claims;
8 (viii) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*, arising
9 from the alleged labor code violations alleged in the operative complaint; and (ix) all claims for
10 monies owed due to the “off-the-clock” work.

11 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
12 Labor and Workforce Development Agency (“LWDA”), the State of California, and each
13 “Aggrieved Employee” has released the Defendant from the “Released PAGA Claims” for the
14 “PAGA Period” as set forth in the Agreement.

15 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
16 The Aggrieved Employees are defined as all non-exempt employees who are or previously were
17 employed by Defendant and performed work in California during the PAGA Period. The Released
18 PAGA Claims are defined as all PAGA claims alleged in the operative complaint at the time the
19 Court enters an order preliminarily approving this Settlement and Plaintiff’s PAGA notice to the
20 LWDA which occurred during the PAGA Period, including all claims, right, demands, liabilities,
21 and causes of action, for the PAGA penalties arising from: (i) all claims for unpaid overtime; (ii) all
22 claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims
23 for failure to reimburse for necessary business expenses; (v) all claims for the failure to timely pay
24 wages upon termination based on the preceding claims; (vi) all claims for failure to timely pay wages
25 during employment based on the preceding claims; (vii) all claims for wage statement violations
26 based on the preceding claims; and (viii) all claims for monies owed due to “off-the-clock” work.
27 The PAGA Period means the period of November 9, 2020 to October 3, 2022.

28

9. This Court hereby grants final approval and awards the following: (i) Eighty Five Thousand Four Hundred Eighty Four Dollars and Thirty Cents (\$85,484.30) for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) and litigation expenses in the amount of Ten Thousand Four Hundred Eighty Four Dollars and Thirty Cents (\$10,484.30); (ii) the Class Representative Service Award to Class Representative Ricardo Colin Covarrubias in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00); (iii) settlement administration costs of Seven Thousand Dollars (\$7,000) to ILYM Group, Inc. ("Settlement Administration Costs"); and (iv) Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (75% of the PAGA Settlement) to the Labor and Workforce Development Agency ("LWDA Payment").

10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code section 2699(1)(3).

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

DATED: April 18, 2023

Hon. Marie S. Weiner
Judge, Superior Court for the State of California,
County of San Mateo



SUPERIOR COURT OF SAN MATEO COUNTY

Civil Department
400 County Center, Redwood City, CA 94063
(650) 261-5100
www.sanmateocourt.org

CLERK'S CERTIFICATE OF SERVICE BY MAIL

Date: 4/20/2023

In the Matter of: RICARDO COVARRUBIAS vs PENINSULA CUSTOM HOMES, INC., a California Corporation
Case No.: 22-CIV-02733
Documents: JUDGMENT

I certify that I am a Deputy Clerk of the San Mateo County Superior Court, that I am not a party to this cause, and that the above-listed documents were served upon the persons whose names and addresses are set forth below, on this date in San Mateo County, California, by placing the documents for collection and mailing so as to cause it to be mailed with the United States Postal Service by first class mail in a sealed addressed envelope with postage fully prepaid, following standard court practices. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on: 4/20/2023

Neal I Taniguchi, Court Executive Officer/Clerk

By: /s/ Kimberly Claussen
Kimberly Claussen, Deputy Clerk

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