

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney S. Castillo-Johnson (State Bar #343881)
Monnett De La Torre (State Bar #272884)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
mdelatorre@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN MATEO

RICARDO COLIN COVARRUBIAS, an
individual, on behalf of himself and on behalf
of all persons similarly 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

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, 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.

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

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

14 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
15 **ORDERED.**

16
17 DATED: _____, 2023
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20 _____
21 Hon. Marie S. Weiner
22 Judge, Superior Court for the State of California,
23 County of San Mateo
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