

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Juliann 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
juliann@zakaylaw.com

Attorneys for Plaintiff, GABRIEL GUZMAN JR.,
individually and on behalf of other individuals
similarly situated.

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

GABRIEL GUZMAN JR., an individual, on his
own behalf and on behalf of all others similarly
situated,

Plaintiff,

v.

VULCAN MATERIALS COMPANY, a New
Jersey corporation; CALMAT Co., a Delaware
Corporation, and DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2021-00024583-CU-OE-CTL

CLASS ACTION

**[PROPOSED] JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: May 19, 2023

Time: 1:30 p.m.

Judge: Hon. Katherine Bacal
Department: C-69

1 On September 20, 2022, Plaintiffs Gabriel Guzman and James Sancho (“Plaintiffs”) and
2 Defendants Vulcan Materials Company and Calmat Co. (“Defendants”) entered into the Stipulation
3 of Settlement of Class and PAGA Action Claims and Release of Claims (the “Stipulation” or
4 “Settlement Agreement”).

5 **Motion for Preliminary Approval**

6 On September 20, 2022, Plaintiffs filed a Motion for Preliminary Approval of Class Action
7 Settlement. On December 21, 2022, the Court granted preliminary approval of the proposed settlement
8 (“Settlement”). The Court preliminarily certified the following class for settlement purposes only: all
9 of Defendants’ current and former non-exempt employees employed in California during the period
10 from June 3, 2017 to February 11, 2022 (“Class Period”). The court also approved the definition for
11 Aggrieved Employees as: all of Defendants’ current and former non-exempt employees employed in
12 California during the period from May 22, 2019 to February 11, 2022 (“PAGA Period”). The Court
13 appointed Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC, Shani Zakay, Esq. of Zakay Law
14 Group, APLC and Marcus J. Bradley, Esq. of Bradley/Grombacher LLP as Class Counsel for the
15 Settlement Class. Additionally, the Court appointed Plaintiffs Gabriel Guzman Jr. and James Sancho
16 as Class Representative, and ILYM Group, Inc. as the settlement administrator. The Court also granted
17 approval of the notice procedures to be used for the Settlement.

18 **Motion for Final Approval**

19 Thereafter, on April 27, 2023, Plaintiffs filed an unopposed Motion for Final Approval of Class
20 Action Settlement. The Court heard the Final Approval Motion on May 19, 2023.

21 The Court, having considered all documents submitted in connection with preliminary and
22 final approval of the Settlement and all oral arguments presented by counsel for the Parties, and with
23 good cause appearing, finds and orders as follows:

24 **IT IS HEREBY FINALLY ORDERED, ADJUDGED, AND DECREED THAT:**

25 **1. Jurisdiction.** The Court has jurisdiction over the subject matter of the action and over
26 all parties to the action, including all Class Members and all Aggrieved Employees.

27 **2. Fair, Reasonable, and Adequate.** The Settlement is approved and the parties shall
28 consummate the Settlement according to its terms. The Settlement was entered into in good faith; it

1 is fair, reasonable, and adequate; and it satisfies the standards and applicable requirements for final
2 approval under California law, including the provisions of California Code of Civil Procedure section
3 382 and California Rules of Court, Rule 3.769, and Labor Code Section 2699(1)(2).

4 **3. Class Certification.** The Class is properly certified as a class for settlement purposes
5 only.

6 **4. Incorporation.** The Settlement Agreement is incorporated herein and has the full force
7 and effect of an Order of this Court.

8 **5. Notice to Class Members.** Notice was provided to the Settlement Class in compliance
9 with the Settlement, California Code of Civil Procedure section 382, California Civil Code section
10 1781, due process, California Rules of Court 3.766 and 3.769, and any other applicable law, and
11 constitutes the best notice practicable under the circumstances. The Notice (i) fully and accurately
12 informed Class Members about the lawsuit and settlement; (ii) provided sufficient information so that
13 Class Members were able to decide whether to accept the benefits offered, opt out and pursue their
14 own remedies, or object to the proposed settlement; (iii) provided procedures for Class Members to
15 object to the proposed settlement; and (iv) provided the final fairness hearing's time, date, and
16 location. The Notice fully satisfied the requirements of due process.

17 **6. Objections.** No Class Members have objected to the terms of the Settlement.

18 **7. Exclusions.** One Class Members have timely requested exclusion from the Settlement.

19 **8. Class Counsel's Fee.** Class Counsel's Fee in the amount of \$423,333.33 is approved.

20 **9. Class Counsel's Costs.** Class Counsel's Costs in the amount of \$25,000 are approved.

21 **10. Class Representative Service Awards.** Class Representative Service Awards to
22 Plaintiffs Gabriel Guzman and James Sancho are approved in the amount of \$10,000.00 each.

23 **11. Administrator Costs.** Settlement Administrator Cost in the amount of \$19,550.00 to
24 ILYM Group, Inc. is approved.

25 **12. PAGA Allocation and Settlement.** The PAGA Settlement in the amount of \$50,000
26 is approved. This amount represents a fair, reasonable, and adequate sum for resolution of
27 representative claims raised pursuant to Labor Code § 2698, *et seq.*, and the Settlement of these claims
28 is approved. A payment in the amount of \$12,500 to the Aggrieved Employees is approved. The

1 allocation of funds among the Aggrieved Employees members is fair, reasonable, and adequate. A
2 payment in the amount of \$37,500 to the California Labor and Workforce Development Agency is
3 approved.

4 **13. Individual Settlement Payments.** The methodology used to calculate and pay each
5 Class Member's Individual Settlement Payment is fair and reasonable and, therefore, approved. The
6 Administrator is authorized to distribute the Individual Settlement Payments to Settlement Class
7 Members in accordance with the terms of the Settlement. The methodology used to calculate and pay
8 each Aggrieved Employee's individual Aggrieved Employee Payment is fair and reasonable and,
9 therefore, approved. The Administrator is authorized to distribute the individual Aggrieved Employee
10 Payments to Aggrieved Employees in accordance with the terms of the Settlement.

11 **14. Unclaimed Funds.** Pursuant to California Code of Civil Procedure Section 384, the
12 Court determines that Settlement Class Members and Aggrieved Employees who do not receive their
13 pro rata share of the settlement shall have their share of the settlement sent to The Children's Advocacy
14 Institute.

15 **15. Report.** Within 60 days after the void date on the checks, the Settlement Administrator
16 shall provide counsel for the class with a report that shall be filed with the Court by counsel for the
17 class within 15 days after receipt thereof. The report shall be in the form of a declaration from the
18 Settlement Administrator or other declarant with personal knowledge of the facts and shall describe
19 (1) the date the checks were mailed; (2) the total number of checks mailed to Class Members and
20 Aggrieved Employees; (3) the number of checks that remain uncashed; and (4) the nature and date of
21 the disposition of those unclaimed funds.

22 **16. Fees.** Each party shall bear its own attorney's fees and costs, except as otherwise
23 provided in the Settlement Agreement. Except as set forth in the Settlement Agreement, the Class
24 Members, the Aggrieved Employees, and the Class Representative shall take nothing by way of their
25 Second Amended Class Action Complaint in this Action.

26 **17. Class Release.** This Judgment bars in a complete and final fashion all claims of the
27 Class Members (defined all of Defendants' current and former non-exempt employees employed in
28 California during the period from June 3, 2017 to February 11, 2022) against the Released Parties

(defined as Defendants and each of their respective past, present and future owners, stockholders, all present and former parent corporations, related or affiliated companies, subsidiaries, officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, attorneys, auditors, consultants, and their respective successors and predecessors in interest, each of their company sponsored employee benefit plans of any nature (including, without limitation, profit sharing plans, pension plans, 401(k) plans, and severance plans) and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and any individual or entity which could be jointly liable with Defendants) from any and all Released Class Claims (defined as any and all wage and hour claims, rights, debts, demands, damages, liabilities and causes of action that were asserted or could have been asserted based on the factual allegations in the Second Amended Complaint in the *Guzman* Class Action including all claims for unpaid wages, including failure to pay minimum wage, straight time compensation, overtime compensation, and interest; payment for all hours worked, including off-the-clock work; premium payments for meal period or rest break violations; waiting time penalties; reimbursement for all necessary business expenses; failure to keep accurate records; damages or penalties for inaccurate wage statements; unfair business practices pursuant to Business & Professions Code, section 17200, et seq.; claims for restitution, disgorgement, and other equitable relief, liquidated damages, or punitive damages; and attorneys' fees and expenses, and shall include claims arising under the California Labor Code (including, but not limited to, sections 201, 202, 203, 204, 205, 210, 218.5, 218.6, 221, 222, 223, 224, 226, 226.3, 226.7, 227.3, 510, 511, 512(a), 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2751, 2800, and 2802 and/or the applicable California Industrial Welfare Commission Wage Order(s). Notwithstanding any limitation, the release of claims for waiting time penalties and inaccurate itemized wage statement penalties shall encompass such claims regardless of the underlying theory.).

18. The Class Representatives are permanently enjoined and forever barred from asserting the claims released under Section I.DD. of the Settlement Agreement.

19. PAGA Release. This Judgment bars in a complete and final fashion all claims of the Aggrieved Employees (defined as all of Defendants' current and former non-exempt employees employed in California during the period from May 22, 2019 to February 11, 2022), the LWDA and

1 the State of California against the Released Parties from any and all PAGA Released Claims (defined
2 as all PAGA claims, rights, debts, demands, damages, liabilities and causes of action for civil penalties
3 that were alleged, or could have been alleged based on the facts alleged in the Second Amended
4 Complaint in the *Guzman* Class Action or Plaintiffs' PAGA notices to the LWDA which occurred
5 during the PAGA Period, including those based on alleged violations of California Labor Code
6 sections 201, 202, 203, 204, 205, 210, 218.5, 218.6, 221, 222, 223, 224, 226, 226.3, 226.7, 227.3, 510,
7 511, 512(a), 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2751, 2800, and 2802 and
8 the applicable California Industrial Welfare Commission Wage Order(s), whether for penalties,
9 attorneys' fees and costs, and expressly excluding all other claims..).

10 **20. Effective Date of Releases.** The releases set forth herein will take effect on the date
11 that Defendants fully funds the settlement.

12 **21. Continued Jurisdiction.** After entry of this Judgment, pursuant to California Rules
13 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
14 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
15 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the
16 distribution of settlement benefits.

17 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

18
19 Dated: _____

20 THE HONORABLE KATHERINE BACAL
21 JUDGE OF THE SUPERIOR COURT
22
23
24
25
26
27
28