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Superior Court of California
County of Los Angeles

AUG 31 2018

Sherri R. Carter, Executive Officer/Clerk

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

10 RUBEN SANCHEZ; JOHN BROWN;
11 individually, and on behalf of other members
of the general public similarly situated, and on
12 behalf of other aggrieved employees pursuant
to the California Private Attorneys General
13 Act;

14 Plaintiffs,

15 vs.

16 CALPORTLAND COMPANY, a California
corporation; CATALINA PACIFIC
17 CONCRETE COMPANY, a California
corporation; and DOES 1 through 100,
18 inclusive,

19 Defendants.

Case No.: BC590426
Related to: BC644329

Honorable Maren E. Nelson
Department SSC17

CLASS ACTION

~~[REVISED PROPOSED]~~ JUDGMENT

Complaint Filed: August 5, 2015
FAC Filed: May 23, 2016
SAC Filed: March 9, 2018
Trial Date: None Set

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LOS ANGELES SUPERIOR COURT

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[REVISED PROPOSED] JUDGMENT

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1 The parties having settled the above-captioned action ("Action") and the Court having
2 entered a Final Approval Order and good cause appearing, **IT IS HEREBY ORDERED,**
3 **ADJUDICATED, AND DECREED THAT:**

4 1. Except as set forth in the Stipulation of Settlement and Release of Class and
5 PAGA Claims, Amendment No. 1 to Stipulation of Settlement and Release of Class and PAGA
6 Claims ("Amendment No. 1"), and Amendment No. 2 to Stipulation of Settlement and Release
7 of Class and PAGA Claims ("Amendment No. 2") (together, "Settlement," "Agreement," or
8 "Settlement Agreement") and Final Approval Order, Class Representatives Ruben Sanchez and
9 John Brown, and all members of the Settlement Class, shall take nothing by their Second
10 Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys
11 General Act, Cal. Lab. Code § 2698, Et Seq. ("Operative Complaint") in this Action.

12 2. Each party shall bear its own attorneys' fees and costs, except as otherwise
13 provided in the Settlement Agreement and Final Approval Order.

14 3. Class Members, Jose Hernandez and Luis Menchaca, have timely and validly
15 opted out of the Settlement and will not be bound by the Final Approval Order and this
16 Judgment.

17 4. Each Settlement Class Member has released the Released Claims against the
18 Released Parties. All Settlement Class Members shall be permanently enjoined and forever
19 barred from asserting any of the Released Claims against the Released Parties, according to the
20 terms of the Settlement. Settlement Class Members who negotiate their Individual Settlement
21 Payment check shall be deemed as opting into the settlement and release of Released Claims
22 arising under the Fair Labor Standards Act.

23 5. As used in paragraphs 4, the quoted terms have the meanings set forth below:

24 (a) "Settlement Class Member(s)" or "Settlement Class" means all current and former
25 hourly-paid or non-exempt employees who were employed in the State of
26 California during the period from August 5, 2011 through March 7, 2018 by
27 CalPortland Company and its divisions/subsidiaries, including Catalina Pacific
28 Concrete Company and CPC Services, Inc., and who do not submit a timely and

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valid request for exclusion.

(b) "Released Claims" means all of the claims described in Paragraph A of Amendment No. 1, as follows:

All causes of action that were alleged or reasonably could have been alleged against the Released Parties based on the facts, legal theories, or causes of action contained in the Operative Complaint, including all of the following: (a) failure to provide all wages due, including minimum wage, straight time, overtime, time-and-a-half, double time, reporting time pay, off-the-clock pay, and all other potential wages; (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest breaks, and to properly provide premium pay in lieu thereof; (d) untimely pay during employment and untimely final pay; (e) improper and/or inaccurate wage statements; (f) failure to keep required payroll records; (g) failure to reimburse expenses; (h) civil penalties under PAGA; (i) unfair business practices; (j) any other claims or penalties under the wage and hour laws plead in the Operative Complaint; and (k) all damages, penalties, interest and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including but not limited to the California Labor Code, the applicable Wage Orders, the California Business and Professions Code section 17200, *et seq.*, and the federal Fair Labor Standards Act as to the facts alleged in the Operative Complaint. The Released Claims include all claims, known or unknown, for compensatory, consequential, incidental, liquidated, punitive, and exemplary damages; restitution; interest; costs and fees; injunctive or equitable relief; and any other remedies available at law or equity for the time period from August 5, 2011 through the date of Final Approval.

(c) "Released Parties" means:

Defendants CalPortland Company and Catalina Pacific Concrete Company and their past, present and/or future, direct and/or indirect officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint ventures.

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

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7. Notice of entry of this Judgment shall be given to the Class Members by posting a copy of the Judgment on the Settlement Administrator's website for this Settlement, for a period of at least sixty (60) calendar days after the date of entry of this Judgment. No individualized notice shall be required to be provided to the Class.

Dated: 8/31/18

Maren E. Nelson

HONORABLE MAREN E. NELSON
JUDGE OF THE SUPERIOR COURT