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FILED
Superior Court of California
County of Los Angeles

05/10/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

SUPERIOR COURT OF CALIFORNIA OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JUAN SIEMPRE JAVIER, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

WEBSTER BROS. CONCRETE
CONSTRUCTION, INC., a California
corporation; JASON WEBSTER, an
individual; JEFF WEBSTER, an individual;
and DOES 1 through 50, inclusive,

Defendant(s).

CASE NO.: 20STCV27129

Case Assigned for All Purposes to
Honorable Lawrence P. Riff
Dept.SS-07

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: May 3, 2023
Time: 10:00 a.m.
Dept. SS-07

1 **PROPOSED ORDER**

2 WHEREAS, Plaintiff Juan Siempre Javier (“Plaintiff”), individually and on behalf of all
3 others similarly situated, has applied to this Court for an order preliminarily approving the
4 settlement of this Action in accordance with the Class Action and PAGA Settlement Agreement
5 and Class Notice (the “Settlement”) entered into by Plaintiff and Defendants Webster Bros.
6 Concrete Construction, Inc.; Jason Webster; and Jeff Webster (collectively, “Defendants”),
7 which sets forth the terms and conditions for a proposed settlement upon the terms and conditions
8 set forth therein;

9 WHEREAS, Plaintiff and Defendants shall be referred to herein as the “Parties”;

10 WHEREAS, on May 3, 2023, Plaintiff’s Motion for Preliminary Approval of Class Action
11 and PAGA Settlement (“Motion for Preliminary Approval”) came on for hearing before the Court,
12 with the Parties appearing through their respective counsel of record; and

13 WHEREAS, the Court has read and considered Plaintiff’s unopposed Motion for
14 Preliminary Approval and all briefing filed in support thereof.

15 NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

16 1. Plaintiff’s Motion for Preliminary Approval is GRANTED.

17 2. This Order incorporates by reference the definitions in the Settlement attached as
18 Exhibit 1 to the “Declaration of Justin E. D. Daily in Support of Plaintiff’s Motion for Preliminary
19 Approval of Class Action and PAGA Settlement,” filed on January 9, 2023 (“Declaration of Justin
20 E. D. Daily”). All terms defined in the Settlement shall have the same meaning in this Order.

21 3. It appears to the Court on a preliminary basis that (a) the Settlement is fair,
22 adequate, and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,
23 adequate, and reasonable when balanced against the probable outcome of further litigation
24 relating to liability and damages issues; (c) sufficient investigation and research have been
25 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
26 respective positions; (d) settlement at this time will avoid additional costs by all Parties, as well
27 as avoid the delay and risks that would be presented by the further prosecution of the Action; and
28 (e) the Settlement has been reached as the result of non-collusive, arms-length negotiations.

1 4. With respect to the Class and for purposes of proceeding pursuant to California
2 Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a
3 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all
4 Class Members is impracticable; (b) there are questions of law and fact common to the Class that
5 predominate over any questions affecting only individual Class Members; (c) Plaintiff’s claims
6 are typical of those of the Class; (d) class certification is a superior method for implementing the
7 Settlement and adjudicating this Action in a fair and efficient manner; (e) Plaintiff, as the Class
8 Representative, can fairly and adequately protect the interests of the Class; and (f) Class Counsel
9 are qualified to serve as counsel for the Class.

10 5. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby
11 conditionally certifies the following Class for settlement purposes only: all non-exempt employees
12 employed by Defendants at any time between July 14, 2016, through June 27, 2022.

13 6. The Settlement Agreement provides for the settlement and release of claims for civil
14 penalties and other remedies under the Private Attorneys General Act of 2004, codified at Labor
15 Code § 2698, *et seq.* (“PAGA”), for alleged violations of the Labor Code. A PAGA settlement does
16 not need to satisfy the requirements for class certification, but pursuant to Labor Code § 2699(1)(2),
17 the Court must review and approve any proposed settlement of PAGA claims. Solely for purposes
18 of effectuating the Settlement, the Court recognizes that the Settlement Agreement allocates a share
19 of the Net Settlement Amount to the settlement of the PAGA claim, which will be payable to
20 “Aggrieved Employees” defined as all non-exempt employees employed by Defendants at any time
21 between June 29, 2019, through June 27, 2022.

22 7. Plaintiff is hereby preliminarily appointed and designated, for all purposes, as the
23 Class Representative and the following attorneys are hereby preliminarily appointed and designated
24 as counsel for the Class (“Class Counsel”): Justin E. D. Daily, Reed Aljian, and Simon Kwak of
25 Daily Aljian LLP; and Daniel J. Hyun of the Law Office of Daniel J. Hyun. Class Counsel is
26 authorized to act on behalf of the Class Members with respect to all acts or consents required by, or
27 which may be given pursuant to, the Settlement, and such other acts reasonably necessary to
28 consummate the Settlement. Any Class Member may enter an appearance either personally or

1 through counsel of such individual's own choosing and at such individual's own expense. Any
2 Class Member who does not enter an appearance or appear on his or her own will be represented
3 by Class Counsel.

4 8. Should, for whatever reason, the Settlement not become final, the fact that the
5 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no
6 bearing on, nor be admissible in connection with, the issue of whether a class should be certified in
7 a non-settlement context.

8 9. The Court hereby approves the definition and disposition of the Gross Settlement
9 Amount and Net Settlement Amount and related matters provided for in the Settlement.

10 10. The Court hereby preliminarily approves Class Counsel attorneys' fees of up to one-
11 third (1/3) of the Gross Settlement Amount, currently estimated to be \$108,333.33, Class Counsel
12 litigation expenses of up to \$20,000.00, Enhancement Payment to Plaintiff of up to \$10,000.00
13 each, costs of settlement administration of up to \$8,000.00, and payment to the LWDA in the
14 amount currently estimated to be approximately \$5,000.00, all subject to final approval.

15 11. The Court hereby approves, as to form and content, the Court Approved Notice of
16 Class Action Settlement and Hearing Date for Final Court Approval attached to the Settlement
17 ("Class Notice"). The Court finds that distribution of the Class Notice in English and Spanish,
18 substantially in the manner and form set forth in the Settlement and this Order, meets the
19 requirements of due process, is the best notice practicable under the circumstances, and shall
20 constitute due and sufficient notice to all persons entitled thereto.

21 12. The Court hereby appoints Phoenix Class Action Administration Solutions
22 ("Settlement Administrator") as the Settlement Administrator and hereby directs the Settlement
23 Administrator to administer the mailing of the Class Notice, distribute settlement payments, and
24 perform its duties as set forth in the Settlement.

25 13. All requests for exclusion from and objections to the Settlement submitted by
26 Class Members shall be submitted directly to the Settlement Administrator.

27 14. A Final Approval Hearing shall be held before this Court on
28 01/11/2019, at 10:00 a.m. / ~~p.m.~~ in Department 7 of the Los Angeles County

1 Superior Court for the State of California, Spring Street Courthouse, located at 312 North Spring
2 Street, Los Angeles, California 90012. All papers in support of final approval and related awards
3 for fees, costs, and Plaintiff's Enhancement Payment must be filed and served at least 16 court days
4 before the hearing.

5 15. Class Counsel shall lodge a copy of any written objections to the Settlement
6 submitted by Class Members in advance of the Final Approval Hearing. The lodged objections
7 should be redacted to identify the Class Member by name only to limit the disclosure of additional
8 personal information (such as their address, telephone numbers, and Social Security number).
9 Class Counsel shall provide notice to the person submitting a written objection of any continuance
10 of the Final Approval Hearing.

11 16. The Settlement Administrator shall include the names of the individuals who
12 submitted valid and timely requests for exclusion in its declaration filed in connection with the
13 Final Approval Hearing.

14 17. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each
15 of the Class Members for all matters relating to this Action, and the Settlement, including (without
16 limitation) all matters relating to the administration, interpretation, effectuation, and/or
17 enforcement of this Settlement and this Order.

18 DATED: 05/10/2023
19 _____



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge

20 _____
21 Honorable Lawrence P. Riff
22 Judge of the Superior Court
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