

**FILED**  
Superior Court of California  
County of Los Angeles

09/16/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By:                     A. He                     Deputy

1 HEATHER DAVIS, SBN 239372  
heather@protectionlawgroup.com  
2 AMIR NAYEBDADASH, SBN 232204  
amir@protectionlawgroup.com  
3 CARLOS JIMENEZ, SBN 227534  
carlos@protectionlawgroup.com  
4 **PROTECTION LAW GROUP, LLP**  
237 California Street  
5 El Segundo, California 90245  
6 Telephone: (424) 290-3095  
7 Facsimile: (866) 264-7880

8 *Attorneys for Plaintiff*  
EFRAIN ESPARZA ALVAREZ

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

12 EFRAIN ESPARZA ALVAREZ,  
13 individually and on behalf of others similarly  
14 situated,

15 **Plaintiff,**

16 vs.

17 2H CONSTRUCTION, INC., a California  
18 corporation; and DOES 1 through 50,  
19 inclusive,

20 **Defendants.**

Case No. 21STCV05675

*Assigned for All Purposes to the Honorable  
Stuart M. Rice, Dept. 1*

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

Hearing Date: September 16, 2022

Hearing Time: 10:30 a.m.

Dept: 1

Complaint File: February 11, 2021

Trial Date: Not Set

Electronically Received 09/13/2022 04:48 PM

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Action (“Action”) having come before the Court on September 16,  
3 2022, for a hearing and Final Order Approving Class Action and PAGA Settlement (“Final  
4 Order”), consistent with the Court’s Preliminary Approval Order (“Preliminary Approval Order”),  
5 and as set forth in the Joint Stipulation of Class Action and PAGA Settlement thereto  
6 (“Agreement”), and due and adequate notice having been given to all Class Members as required  
7 in the Preliminary Approval Order, and the Court having considered all papers filed and  
8 proceedings had herein and otherwise being fully informed and good cause appearing therefore, it  
9 is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. The term “Class” and “Class Members” shall mean the following: “all persons  
12 currently or formerly employed by Defendant 2H Construction, Inc., either directly or through any  
13 union, staffing agency, subsidiary, or professional employer organization, as a non-exempt hourly-  
14 paid employee in the state of California at any time between February 11, 2017, and February 11,  
15 2022.” The term “Participating Class Member” includes all Class Members who did not submit a  
16 timely and valid Request for Exclusion as provided in the Settlement.

17 3. This Court has jurisdiction over the subject matter of this Action and over all Parties  
18 to this Action, including all Class Members.

19 4. Distribution of the Notice directed to the Class Members as set forth in the  
20 Agreement and the other matters set forth therein has been completed in conformity with the  
21 Preliminary Approval Order, including individual notice to all Class Members who could be  
22 identified through reasonable effort, and the best notice practicable under the circumstances. The  
23 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,  
24 including the proposed Settlement set forth in the Agreement, to all persons entitled to such Notice,  
25 and the Notice fully satisfied the requirements of due process. All Class Members and all Released  
26 Claims are covered by and included within the Settlement and this Final Order.

27 5. The Court hereby finds the Settlement was entered into in good faith pursuant to  
28 and within the meaning of California Code of Civil Procedure section 877.6. The Court further

1 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the  
2 standards and applicable requirements for final approval of this class action settlement under  
3 California law, including the provisions of California Code of Civil Procedure section 382 and  
4 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*  
5 *Superior Court*, 4 Cal.3d 800, 821 (1971).

6         6.         The Court hereby approves the Settlement set forth in the Agreement and finds that  
7 the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate  
8 the Settlement according to its terms. The Court finds that the Settlement has been reached as a  
9 result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that  
10 the Parties have conducted extensive investigation and research, and counsel for the Parties are  
11 able to reasonably evaluate their respective positions. The Court also finds that Settlement at this  
12 time will avoid additional substantial costs, as well as avoid the delay and risks that would be  
13 presented by the further prosecution of the Action. The Court has reviewed the benefits that are  
14 being granted as part of the Settlement and recognizes the significant value to the Class Members.  
15 The Court also finds that the Class is properly certified as a class for settlement purposes only.

16         7.         Upon the complete funding of the Gross Settlement Amount and all applicable  
17 employer-side payroll taxes Participating Class Members shall release and discharge Defendant  
18 2H Construction, Inc., and its present, former and/or future, officers, directors, employees,  
19 members, shareholders, agents, trustees, representatives, attorneys, insurers, reinsurers, parent  
20 companies, subsidiaries, divisions, PEOs, temporary agencies, affiliates, predecessors, successors,  
21 assigns, as well as well as any individual or entity that could be alleged to be jointly liable with  
22 Defendant (“Released Parties”) from all claims, rights, demands, liabilities, and causes of action  
23 alleged or that could have been alleged based on the facts asserted in the operative complaint in  
24 *Alvarez v. 2H Construction, Inc.*, Los Angeles County Superior Court Case No. 21STCV05672,  
25 the First Amended Complaint filed in the same action, and the LWDA Letter during the Class  
26 Period including, but not limited to, the following claims: (i) failure to pay all regular wages,  
27 minimum wages, overtime wages double time wages due (including, but not limited to, any claims  
28 for additional wages owed due to “off the clock” work or any other theory related to “rounding”

1 of hours worked); (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure  
2 to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business  
3 expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages  
4 timely at time of termination or resignation; (vii) failure to provide timely pay wages during  
5 employment; (viii) failure to keep time records; (ix) unfair business practices; (x) failure to  
6 maintain required time and payroll records, (xi) failure to pay accrued vacation, and violations for  
7 California Labor Code sections 201, 202, 203, 204 210, 218, 221, 225.5, 226, 226(a), 226.3, 226.7,  
8 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 and violation  
9 of Business & Professions Code 17200, *et seq.* (the “Released Class Claims”) that arose between  
10 February 11, 2017 and February 11, 2022 (the “Class Period”).

11 8. All PAGA Members, the LWDA, and the State of California shall release the  
12 Released Parties from all claims for civil penalties under the California Labor Code Private  
13 Attorneys General Act of 2004 that were alleged or that could have been alleged based on the facts  
14 asserted in the LWDA Letter, in the operative complaint in the action and the First Amended  
15 Complaint in the action, including but not limited to civil penalties arising from allegations  
16 regarding Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204  
17 210, 218, 221, 225.5, 226, 226(a), 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2,  
18 1197, 1197.1, 1198, 2698, *et seq.*, 2699, 2699.3, 2800, and 2802 (the “Released PAGA Claims”)  
19 that arose between February 9, 2020, to February 11, 2022 (“the “PAGA Period”).

20 9. Additionally, upon the funding of the Gross Settlement Amount, Plaintiff Efrain  
21 Esparza Alvarez (“Plaintiff”)—on behalf of himself and his spouse, heirs and assigns only—shall  
22 also generally release and discharge the Released Parties from any and all charges, complaints,  
23 claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of  
24 action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature and  
25 description whatsoever, known or unknown, suspected or unsuspected, asserted or that might  
26 have been asserted, whether in tort, contract, equity, or otherwise, arising out of Plaintiff’s  
27 employment with Defendant, payment of wages during that employment and the cessation of that  
28 employment and/or violation of any federal, state or local statute, rule, ordinance or regulation.

1 Such claims include but are not limited to any and all Released Class Claims and Released PAGA  
2 Claims and termination thereof, California Civil Code, to include §§3287, 3336 and 3294; 12 CCR  
3 §11040; 8 CCR § 11060; California Code of Civil Procedure §1021.5; California common law of  
4 contract; 29 CFR §778.223; and 29 CFR §778.315; federal common law and, to the extent  
5 permitted by law, the Employee Retirement Income Security Act, 29 U.S.C. §§1001, *et seq.*  
6 (ERISA) §778.315; and federal common law. In addition, Plaintiff's General Release includes but  
7 is not limited to, all claims for lost wages and benefits, emotional distress, retaliation, restitution,  
8 penalties, punitive damages, and attorneys' fees and costs (except those provided by the Settlement  
9 Agreement) arising under federal, state, or local laws for discrimination, harassment, retaliation,  
10 and wrongful termination, and the law of contract and tort. This general release includes all  
11 employment-related and non-employment related claims, whether known or unknown, arising  
12 during the Class Period. Specifically, Plaintiff waives all rights and benefits afforded by California  
13 Civil Code Section 1542, which provides:

14 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
15 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR  
16 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF  
17 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR  
18 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER  
19 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY

20 This release specifically excludes claims for unemployment insurance, disability, social  
21 security, and workers compensation (with the exception of claims arising pursuant to California  
22 Labor Code Section 132(a) and 4553).

23 10. No Class Member submitted a timely and valid request to be excluded from the  
24 Settlement. Accordingly, all Class Members are hereby explicitly included in this order and  
25 Judgment and participating in the settlement. The last date to timely submit a request for exclusion  
26 was July 16, 2022.

1           11.     The Court also hereby finds that there were no written objections to the Settlement.  
2 The last day to submit a written objection to the settlement was July 16, 2022. The Court also notes  
3 there were no objections made at the hearing on Final Approval of the Settlement.

4           12.     The Court finds the settlement payments provided for under the Agreement to be  
5 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement and  
6 amendments thereto the Court orders Defendant to fund the Gross Settlement Amount of  
7 \$253,990.00 within 14 days of the date of this order to provide payments for the Class/PAGA  
8 Members individual settlement payments, class representative incentive payments for Plaintiff,  
9 Class Counsel's attorney fees and costs, the Settlement Administrator's fees and expenses, and  
10 penalties to the California Labor and Workforce Development Agency pursuant to Labor Code  
11 Section 2698 et seq. The calculations and the payments shall be made administered in accordance  
12 with the terms of the Agreement and as modified by this Final Order and Judgment.

13           13.     Pursuant to the terms of the Agreement and amendments thereto, and the  
14 authorities, evidence and argument submitted by Class Counsel, the Court hereby awards  
15 attorneys' fees of \$84,663.00 to Protection Law Group, LLP. The Court also approve and awards  
16 the recovery of litigation costs incurred by Class Counsel in the amount of \$11,292.84. The award  
17 of attorneys' fees and costs is the final payment for and complete satisfaction of any and all  
18 attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity  
19 related to the Action.

20           14.     The Court hereby approves and orders a Class Representative Enhancement  
21 Payment of \$5,000.00 to Plaintiff from the Gross Settlement Amount in accordance with the terms  
22 of the Agreement.

23           15.     The Court approves and orders the payment in the amount of \$15,000.00 (75% of  
24 \$20,000.00) from the Gross Settlement Amount to the California Labor Workforce Development  
25 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The  
26 remaining \$5,000.00 (25% of \$20,000.00) shall be distributed to the PAGA Members as set forth  
27 in the Agreement.  
28

1           16.     The Court also hereby approves and orders payment from the Gross Settlement  
2 Amount for actual settlement administration expenses incurred by the Settlement Administrator,  
3 ILYM Group, Inc., in the amount of \$7,500.00.

4           17.     The Court hereby approves and orders payment of individual settlement payments  
5 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

6           18.     The Court also hereby approves and orders that any checks distributed from the  
7 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar  
8 days after being issued shall be void. All uncashed settlement checks shall be transferred to the  
9 California State Controller's Office and held in trust for such Class Members pursuant to  
10 California Unclaimed Property Law, Civil Code Section 1500 et seq.

11           19.     Provided the Settlement becomes effective under the terms of the Agreement, the  
12 Court also hereby orders that the deadline for mailing the Court-approved individual settlement  
13 payments, attorneys' fees and costs, and enhancement payments as set forth in the Agreement.

14           20.     Neither the Settlement nor any of the terms set forth in the Agreement is an  
15 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of  
16 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other  
17 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,  
18 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an  
19 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing  
20 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations  
21 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,  
22 an admission or concession with regard to the denials or defenses by Defendant, or any of the other  
23 Released Parties, and shall not be offered in evidence in any action or proceeding in any court,  
24 administrative agency or other tribunal for any purpose whatsoever other than to enforce the  
25 provisions of this Final Order, the Agreement, the Released Claims, or any related agreement or  
26 release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or  
27 submit in any other proceeding, the Final Order, the Agreement, and any other papers and records  
28 on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral*

1 *estoppel*, release, or other theory of claim or issue preclusion or similar defense as to the Released  
2 Claims.

3 21. Without affecting the finality of this Judgment, the Court shall retain continuing  
4 jurisdiction over this action and the parties, including all Class Members, and over all matters  
5 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to  
6 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except  
7 as provided to the contrary herein, any disputes or controversies arising with or with respect to the  
8 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court  
9 for resolution.

10 22. Class Counsel shall submit a final report on the disbursement of the settlement  
11 payments on or before June 30, 2023.

12 23. A Non-Appearance Case Review RE: Final Report will be set for July 7, 2023.

13  
14 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

15  
16 DATED: 09/16/2022



17  
18 *Stuart M. Rice*

19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
\_\_\_\_\_  
Stuart M. Rice / Judge  
JUDGE OF THE SUPERIOR COURT