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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

JOSEPH JONES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CHANDLER AGGREGATES, INC., a
California Corporation; and DOES 1 through
100,

Defendants.

Case No.: CVRI2204692

[Assigned to Hon. Harold W. Hopp, Dept. 1]

**~~[PROPOSED]~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, ATTORNEYS'
FEES AND COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT**

Date: June 25, 2025

Time: 8:30 a.m.

Dept.: 1

Complaint Filed: October 27, 2022

Trial Date: None Set

~~PROPOSED~~ JUDGMENT & ORDER

The Motion of Plaintiff Joseph Jones (“Plaintiff”) for Final Approval of Class Action Settlement, Attorneys’ Fees and Costs, And Class Representative Enhancement Payment (“Final Approval Motion”) came regularly for hearing before this Court on June 25, 2025, at 8:30 a.m., pursuant to California Rule of Court 3.769 and this Court’s prior Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”).

Having considered the parties’ Settlement Agreement, titled Stipulation of Settlement, filed with the Court on January 13, 2025, as Exhibit A to the Declaration of Andrew J. Rowbotham in Support of Plaintiff’s Motion for Preliminary Approval, and the documents and evidence submitted in support thereof, and recognizing the sharply disputed factual and legal issues involved, the risks associated with continued litigation, and the substantial benefits to be conferred upon the Settlement Class, the Court finds that the Settlement is fair, reasonable, and adequate, and the product of good faith, arm’s-length negotiations between the parties.

Good cause appearing, the Court hereby GRANTS Plaintiff’s Final Approval Motion and ORDERS as follows:

1. Final judgment is hereby entered in accordance with the Settlement Agreement and this Final Approval Order.

2. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, the following Settlement Class:

All current and former non-exempt employees of Defendant Chandler Aggregates, Inc. (“Defendant”) in California who worked at any time between October 27, 2018 and February 28, 2025 (the “Class Period”).

3. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC are hereby confirmed as Class Counsel.

4. Notice was provided to Settlement Class members as set forth in the Settlement, which was preliminarily approved by the Court on February 28, 2025, and the notice process has been completed in accordance with the Settlement and the Court’s Preliminary Approval Order. The Court finds that said notice was the best notice practicable under the circumstances. The Class

1 Notice provided due and adequate notice of the proceedings and matters set forth therein,
2 informed Settlement Class members of their rights, and fully satisfied the requirements of
3 California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

4 5. The Court finds that no Settlement Class members objected to the Settlement; that
5 one Settlement Class member, Hunter McGowen, opted out; and that the 99.47% participation
6 rate supports final approval of the Settlement.

7 6. The Court hereby approves the terms of the Settlement as fair, reasonable, and
8 adequate, and directs the parties to effectuate the Settlement in accordance with its terms.

9 7. For purposes of settlement only, the Court finds that: (a) the members of the
10 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
11 (b) there are questions of law and fact common to the Settlement Class, and a well-defined
12 community of interest exists among the members with respect to the subject matter of the
13 litigation; (c) the claims of the Class Representative are typical of the claims of the Settlement
14 Class members; (d) the Class Representative has fairly and adequately protected the interests of
15 the Settlement Class; (e) a class action is superior to other available methods for the fair and
16 efficient adjudication of this controversy; and (f) Class Counsel are experienced and qualified to
17 represent the Class Representative and the Settlement Class.

18 8. The Court finds that, in light of the absence of objections to the Settlement, this
19 Order shall be deemed final as of the date of its entry.

20 9. The Court finds that the Individual Settlement Payments, as provided for in the
21 Settlement, are fair, reasonable, and adequate, and hereby orders the Settlement Administrator to
22 distribute the payments in accordance with the terms of the Settlement.

23 10. The Court orders Defendant Chandler Aggregates, Inc. to deposit the Maximum
24 Settlement Amount of \$1,400,000.00 with the Settlement Administrator in accordance with the
25 procedures set forth in the Settlement.

26 11. The Court finds that an Enhancement Payment in the amount of \$10,000.00 to the
27 named Plaintiff is appropriate for Plaintiff's risks undertaken and service to the Settlement Class.
28

1 The Court finds that this payment is fair, reasonable, and adequate, and orders that the Settlement
2 Administrator make this payment in accordance with the terms of the Settlement.

3 12. The Court finds that attorneys' fees in the amount of \$466,666.67 and litigation
4 costs of \$64,559.23 for Class Counsel are fair, reasonable, and adequate in light of the common
5 fund created by the Settlement, and orders that the Settlement Administrator distribute these
6 payments to Class Counsel in accordance with the terms of the Settlement. Of the total fees
7 awarded: Haines Law Group, APC shall be paid \$361,666.67 in attorneys' fees and \$64,559.23
8 in litigation costs, for a total of \$426,225.90; and Michael Burgis & Associates, P.C. shall be paid
9 \$105,000.00 in attorneys' fees.

10 13. The Court orders that the Settlement Administrator shall be paid \$6,450.00 from
11 the Maximum Settlement Amount in accordance with the terms of the Settlement, for all of its
12 work done and to be done until the completion of this matter and finds that sum appropriate.

13 14. The Court finds that the amount designated for PAGA civil penalties, \$50,000.00,
14 with 75% (\$37,500.00) allocated to the California Labor and Workforce Development Agency
15 ("LWDA") and 25% (\$12,500.00) allocated to PAGA Aggrieved Employees pursuant to Labor
16 Code § 2699(i), is fair, reasonable, and adequate. The Court orders the Settlement Administrator
17 to distribute these payments in accordance with the terms of the Settlement.

18 15. The Court orders that all settlement checks shall be negotiable for 180 calendar
19 days from the date of issuance, and that any checks remaining uncashed after this period shall be
20 redistributed equally to those individuals who did cash their settlement checks before the check
21 cashing deadline. The Court further orders that the envelope transmitting a settlement check shall
22 bear the notation: "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

23 16. The Settlement Administrator shall mail a reminder postcard to any Settlement
24 Class Member whose settlement check has not been negotiated within 60 days of issuance. For
25 any Settlement Class Member who is a current employee of Defendant, if a distribution is returned
26 as undeliverable and the Settlement Administrator is unable to locate a valid mailing address, the
27 Administrator shall coordinate with Defendant to deliver the distribution at the employee's
28 worksite.

1 17. Upon entry of Final Judgment and Defendant’s complete funding of the Maximum
2 Settlement Amount, Plaintiff and every member of the Settlement Class (except Hunter
3 McGowen, who opted out) will release and discharge Defendant, together with its officers,
4 directors, employees and agents (“Defendant Releasees”) from all claims and allegations made
5 in the operative complaint in the in the lawsuit titled *Joseph Jones v. Chandler Aggregates, Inc.*,
6 Riverside County Superior Court Case No. CVRI2204692 (the “Action”), or which could have
7 been made in the Action based on the factual allegations therein, including all claims for unpaid
8 minimum wages, overtime, meal and rest period premiums/wages, unreimbursed expenses,
9 recordkeeping, penalties, violations of Labor Code §§ 204, 218, 218.5, 218.6, 226.7, 510, 512,
10 516, 558, 1182.12, 1194, 1194.2, 1194.5, 1197, 2802, 2804, Industrial Wage Commission Wage
11 Order 16-2001, and Business and Professions Code § 17200 as it relates to the underlying Labor
12 Code claims referenced above, interest, fees, and costs associated with claims described herein
13 (collectively the “Released Claims”). The period of the Released Claims shall mirror the Class
14 Period. In addition, Plaintiff and the State of California, release all claims for statutory penalties
15 under PAGA (Labor Code § 2698 *et seq.*) that could have been sought by the Labor Commissioner
16 for the PAGA violations identified in Plaintiff's pre-filing letter to the LWDA dated October 27,
17 2022, that arose between October 27, 2021 and February 28, 2025 (the “PAGA Period”). Plaintiff
18 does not release any PAGA Aggrieved Employee's claim for wages or damages. The period of
19 the release applicable to PAGA claims shall mirror the PAGA Period.

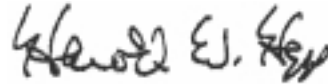
20 18. This document shall constitute a final judgment pursuant to California Rule of
21 Court 3.769(h), which provides: “If the court approves the settlement agreement after the final
22 approval hearing, the court must make and enter judgment. The judgment must include a provision
23 for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment.
24 The court may not enter an order dismissing the action at the same time as, or after, entry of
25 judgment.” The Court shall retain jurisdiction over the parties to enforce the terms of the
26 Settlement, the Final Approval Order, and this Judgment.

1 19. The Court orders that the Settlement Administrator shall provide notice of entry of
2 this Judgment to the Settlement Class Members by posting a copy of the Judgment and Final
3 Approval Order on the settlement website and providing the website URL on settlement checks.

4 20. Plaintiff shall file a Final Accounting Report on or before June 10, 2026. A Final
5 Accounting Hearing is set for June 24, 2026.

6 **IT IS SO ORDERED.**

7
8 Dated: RE, 2025



Honorable Harold W. Hopp
Judge of the Superior Court