

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

NOV 18 2025

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

ARTURO VELASCO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PACIFIC SHORES MASONRY, INC., a
California corporation; and DOES 1 through 100,

Defendants.

Case No. CVRI2204698

*[Assigned for all purposes to the Honorable
Harold W. Hopp, Dept. 1]*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL JUDGMENT**

Date: November 7, 2025

Time: 8:30 a.m.

Dept.: 1

Action Filed: October 28, 2022

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on November 7, 2025, at 8:30 a.m.,
2 pursuant to California Rule of Court 3.769 and this Court's July 18, 2025 First Amended Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered
4 the Parties' Stipulation of Settlement (herein "Settlement Agreement" or "Settlement")¹ and the
5 documents and evidence presented in support thereof, and recognizing the disputed factual and legal
6 issues involved in this case, the risks of further prosecution and the substantial benefits to be received by
7 the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed
8 Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations
9 between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for
10 Final Approval of Class Action Settlement and ORDERS as follows:

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

13 2. The conditional class certification contained in the Preliminary Approval Order is hereby
14 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
15 as:

16 All current and former non-exempt employees who worked for Defendant Pacific
17 Shores Masonry, Inc. in the State of California at any time from October 28, 2018,
through June 26, 2025 (the "Class Period").

18 3. Plaintiff Arturo Velasco is hereby confirmed as Class Representative, and Paul K. Haines
19 and Sean M. Blakely of Haines Law Group, APC are hereby confirmed as Class Counsel.

20 4. On August 29, 2025, notice was provided to the Settlement Class as set forth in the
21 Settlement. The form and manner of notice were approved by the Court on July 18, 2025, and the notice
22 process has been completed in conformity with the Court's Order. The Court finds that said notice was
23 the best notice practicable under the circumstances. The court-approved Class Notice provided due and
24 adequate notice of the proceedings and matters set forth therein, informed Class Members of their rights,
25 and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of
26

27 ¹ The Stipulation of Settlement (herein "Settlement Agreement" or "Settlement") was filed on May 29,
28 2025 and attached as Exhibit A to the Declaration of Sean M. Blakely in Support of Plaintiff's Motion for
Preliminary Approval of Class Action Settlement. Unless otherwise indicated, all terms used in this Order
and Final Judgment shall have the same meaning as that assigned to them in the Settlement.

1 Court 3.769, and due process.

2 5. The Court finds that no Class Member objected to the Settlement, and one (1) Class
3 Member opted out of the Settlement, resulting in a 99.72% participation. The Class Member who
4 requested exclusion is Santos Heredia.

5 6. The Court hereby approves the settlement as set forth in the Settlement Agreement as fair,
6 reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according to its
7 terms.

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

16 8. The Court finds that given the absence of objections to the Settlement, and objections
17 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

18 9. The Court orders Defendant to deliver the Gross Settlement Amount of Five Hundred
19 Seventy Thousand Dollars and Zero Cents (\$570,000.00) to ILYM Group, Inc., the Settlement
20 Administrator, as provided for in the Settlement. Specifically, Defendant shall fully fund the Gross
21 Settlement Amount in two installments: (1) Defendant shall make an initial deposit of Two Hundred
22 Eighty-Five Thousand Dollars and Zero Cents (\$285,000.00) with the Settlement Administrator within
23 thirty (30) calendar days of final approval of the settlement; and (2) Defendant shall make a second
24 deposit of Two Hundred Eighty-Five Thousand Dollars and Zero Cents (\$285,000.00) with the
25 Settlement Administrator by no later than February 1, 2026.

26 10. Settlement Payment checks shall be negotiable for 180 days after the date of mailing. Any
27 Settlement funds that remain uncashed after 180 calendar days after they are mailed shall be delivered to
28 the California State Controller's Office – Unclaimed Property Fund in the name of the Class Member.

1 11. The Court finds that the Settlement Payments, as provided for in the Settlement, are fair,
2 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
3 in conformity with the terms of the Settlement. The Court further orders that any envelop transmitting a
4 Settlement Payment to a Class Member shall bear the notation, "YOUR CLASS ACTION
5 SETTLEMENT CHECK IS ENCLOSED." The Court further orders that the Settlement Administrator
6 shall mail a reminder postcard to any Class Member whose Settlement Payment check has not been
7 negotiated within sixty (60) days after the initial date of mailing. The Court further orders that if any of
8 the Class Members are Defendant's current employees and the Settlement Payment mailed to those
9 current employees is returned to the Settlement Administrator as being undeliverable, and the Settlement
10 Administrator is unable to locate a valid mailing address, the Settlement Administrator shall arrange with
11 Defendant to have those Settlement Payments delivered to the employees at their place of employment.

12 12. The Court finds that an enhancement payment in the amount of 10,000.00 for Plaintiff is
13 appropriate for his risks undertaken and service to the Settlement Class. The Court finds that this award
14 is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in
15 conformity with the terms of the Settlement.

16 13. The Court finds that attorneys' fees in the amount of \$190,000.00 and actual litigation
17 costs of \$17,757.85 for Class Counsel, are fair, reasonable, and adequate in light of the common fund
18 created by the Settlement, and orders that the Settlement Administrator distribute these payments to Class
19 Counsel in conformity with the terms of the Settlement.

20 14. The Court orders that the Settlement Administrator shall be paid \$8,950.00 from the Gross
21 Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be done
22 until the completion of this matter and finds that sum appropriate.

23 15. The Court finds that the payment to the California Labor & Workforce Development
24 Agency ("LWDA") in the amount of \$15,000.00 for its 75% share of the \$20,000.00 settlement of
25 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
26 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this
27 payment to the LWDA in conformity with the terms of the Settlement. The remaining 25% or \$5,000 of
28 the PAGA Amount is to be distributed to the 223 Aggrieved Employees in conformity with the terms of

1 the Settlement.

2 16. The Settlement is not an admission by Defendant, nor is this Order and Final Judgment a
3 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and
4 Final Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out
5 the Settlement, shall be construed or deemed an admission of liability, culpability, or wrongdoing on the
6 part of Defendant.

7 17. As of the date of this Order and Final Judgment, and upon the complete funding of the
8 Gross Settlement Amount, Plaintiff and all Class Members shall fully release and discharge Defendant
9 and all of its past and present officers, directors, employees, and agents (collectively the “Released
10 Parties”) from any and all claims alleged in the First Amended Class and Representative Action
11 Complaint (“FAC”), or those claims based solely on the facts alleged in the FAC, including: (a) failure
12 to pay all minimum wages; (b) failure to pay all overtime wages; (c) failure to provide all meal periods,
13 or premium pay for non-compliant meal periods; (d) failure to authorize and permit all rest periods, or
14 premium pay for non-compliant rest periods; (e) failure to issue accurate, compliant, and itemized wage
15 statements; (f) failure to timely pay all wages due or final wages due; (g) failure to indemnify for all
16 necessary business expenditures; (h) all claims for unfair business practices that were premised on the
17 facts, claims, causes of action or legal theories of relief pled in the operative FAC (collectively, the
18 “Released Claims”).

19 18. Additionally, Plaintiff released all claims for statutory penalties against the Released
20 Parties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff’s
21 October 28, 2022 PAGA letter to the Labor & Workforce Development Agency (“LWDA”).

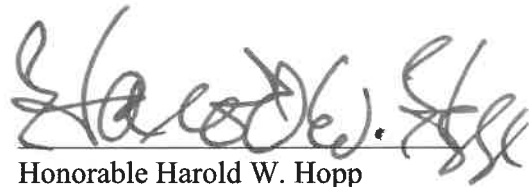
22 19. This document shall constitute a final judgment pursuant to California Rule of Court
23 3.769(h) which provides, “If the court approves the settlement agreement after the final approval hearing,
24 the court must make and enter judgment. The judgment must include a provision for the retention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

1 Judgment on its website.

2 20. The Settlement Administrator shall file a declaration regarding the disbursement of
3 Settlement funds on or before November 9, 2026. A Non-Appeal Case Review Re: Filing of Final
4 Disbursement Declaration is set for NOV 16, 2026 at 9:30 AM.

5
6 **IT IS SO ORDERED.**

7
8 Dated: 11/18, 2025



Honorable Harold W. Hopp
Judge of the Superior Court