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[additional counsel on following page]

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

JUAN RAMON HERNANDEZ, ALDAIR PEREZ,
and ROSALINDA VILLA on behalf of themselves
and all others similarly situated and aggrieved,

Plaintiffs,
v.

C.R. LAURENCE CO, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles
12/18/2025
David W. Slayton, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

CASE NO. 20STCV32372 (Consolidated
with Case No. 20STCV32484)
[Hon. William F. Highberger, Dept. 10]

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

*[Filed with Plaintiffs' Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Plaintiffs, the Declaration of
Cassandra Polites, and [Proposed] Judgment]*

FINAL APPROVAL HEARING

Date: December 18, 2025

Time: 11:00 a.m.

Dept: 10

Action filed: August 21, 2020

Trial date: Vacated

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28 similarly situated and aggrieved

1 **[PROPOSED] FINAL APPROVAL ORDER**

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

3 On August 18, 2025, the Court entered an Order which granted Plaintiffs’ Motion for
4 Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification,
5 approved the format of the Class Notice, and set a Final Approval Hearing (the “Preliminary
6 Approval Order”), thereby preliminarily approving a settlement of the above-entitled action (the
7 “Action”) that was reached between Plaintiff Aldair Perez, Plaintiff Juan Ramon Hernandez, and
8 Plaintiff Rosalinda Osorio Villa (together, the “Plaintiffs”) and Defendant C. R. Laurence Co., Inc.
9 (“Defendant”) (together with Plaintiffs, the “Parties”), in accordance with the Parties’ Class Action
10 and PAGA Settlement Agreement and Class Notice (the “Settlement”). The Settlement was attached
11 as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiffs’ Motion for Preliminary
12 Approval of Class Action and PAGA Settlement that was filed on June 3, 2025.

13 The Court now has before it Plaintiffs’ Motion for Final Approval of Class Action and PAGA
14 Settlement, including a motion for payment of the Class Counsel Fees Payment, Class Counsel
15 Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses
16 Payment, and PAGA Penalties, and whether the Settlement should be finally approved as fair,
17 reasonable, and adequate as to Class Members (collectively “Motion for Final Approval”), as well
18 as a [Proposed] Final Approval Order.

19 Due and adequate notice having been given to Class Members, and the Court having reviewed
20 the Settlement and duly considered Plaintiffs’ Motion for Final Approval, the supporting declarations
21 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
22 any oral argument, and good cause appearing,

23 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

- 24 1. The Court, for purposes of this Final Approval Order, refers to all terms and
25 definitions as set forth in the Settlement.
- 26 2. Plaintiffs’ Motion for Final Approval came before Department 10 of this Court, the
27 Honorable William F. Highberger presiding, on December 18, 2025.
- 28 3. The Court finds that the Settlement was made and entered into in good faith, the terms

1 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
2 investigation conducted by Plaintiffs and their counsel of record (“Class Counsel”); is the result of
3 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
4 meets the requirements for final approval. In so finding, the Court has considered all the evidence
5 presented, including evidence regarding the strength of Plaintiffs’ claims; the risk, expense, and
6 complexity of the claims presented; the likely duration of further litigation; the settlement amount
7 offered; the extent of investigation and discovery completed; and the experience and views of Class
8 Counsel. The Court has further considered the absence of any objections and opt-outs from the
9 Settlement. Accordingly, the Court hereby **GRANTS** Plaintiffs’ Motion for Final Approval and
10 **ORDERS** Judgment to be entered in accordance with the terms herein.

11 4. The Court certifies, for settlement purposes only, the following class (“Class
12 Members”): all persons employed by Defendant in California and classified as a non-exempt, hourly-
13 paid employee who worked for Defendant during the period from August 21, 2016 through August
14 30, 2024. (Settlement, ¶¶ 1.5, 1.12.)

15 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
16 are still bound by the settlement and release of the PAGA claims or remedies under the Judgment
17 pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded from the
18 Settlement do not apply to the PAGA claims.

19 6. The release of the Released PAGA Claims shall bind the following individuals
20 (“Aggrieved Employees”): all persons who are or were employed by the Defendant in the State of
21 California and classified as a non-exempt, hourly-paid employee who worked for Defendant during
22 the period from August 19, 2020 through August 30, 2024. (Settlement, ¶¶ 1.4, 1.30.)

23 7. The Court finds that Plaintiffs have exhausted all administrative remedies required
24 to bring the PAGA claims asserted in this Action and is authorized to act as private attorney general
25 with respect to the PAGA claims being released under the Settlement. The Court further finds that
26 pursuant to California Labor Code section 2699(l)(2), the California Labor and Workforce
27 Development Agency (“LWDA”) was given timely notice of the Settlement, has not objected, and is
28 therefore bound by this Final Approval Order.

1 8. The deadline to submit a Request for Exclusion or to submit written Objections to the
2 Settlement was November 3, 2025.

3 9. No Requests for Exclusion were received. Accordingly, all 2,105 Class Members
4 remain in the Class and are bound by this Final Approval Order and the accompanying Judgment.

5 10. The Court finds that a full opportunity has been afforded to Class Members to object
6 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
7 opportunity to object to the Settlement. No written Objections were received, and no Class Members
8 appeared at the Final Approval Hearing to present any Objections.

9 11. The Class Notice, which was attached as Exhibit A to the Settlement and provided to
10 the Class pursuant to the plan for distribution described under the Settlement, conformed with the
11 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
12 practicable under the circumstances, by providing individual and adequate notice of the proceedings
13 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
14 requirements of due process and provided the Class Members with adequate instructions and a variety
15 of means to obtain additional information.

16 12. Effective on the date when Defendant fully funds the entire Gross Settlement
17 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
18 Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released
19 Parties as follows (Settlement, ¶ 6.):

20 (a) “Released Parties” means: Defendant and CRH Americas, Inc., and their current
21 and former parent companies, subsidiaries, divisions, clients where Participating
22 Class Members and/or Aggrieved Employees were staffed, assigned, and/or
23 worked, related or affiliated companies, and its shareholders, owners, partners,
24 officers, directors, employees, agents, attorneys, insurers, successors and assigns,
25 clients, and any other individual or entity that could be liable for any of the
26 Released Class Claims and/or Released PAGA Claims, and Defendant’s Counsel.
27 (Settlement, ¶ 1.39.)

28 1. Plaintiffs’ Release. In addition to Released Class Claims and

1 Released PAGA Claims, in exchange for additional compensation in the form of
2 their Class Representative Service Payment, Plaintiffs, on behalf of themselves
3 and their respective former and present spouses, representatives, agents,
4 attorneys, heirs, administrators, successors, and assigns, generally release and
5 discharge Released Parties from all known and unknown claims or actions against
6 Released Parties, including claims arising from or related to their employment
7 and separation of employment from the Company. (“Plaintiffs’ Release”).
8 Plaintiffs’ Release does not extend to any claims or actions to enforce this
9 Agreement, or to any claims for vested benefits, unemployment benefits,
10 disability benefits, social security benefits, or workers’ compensation benefits.
11 Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or
12 in addition to, the facts or law that Plaintiffs now know or believe to be true but
13 agree, nonetheless, that Plaintiffs’ Release shall be and remain effective in all
14 respects, notwithstanding such different or additional facts or Plaintiffs’
15 discovery of them. (Settlement, ¶ 6.1.)

16 i. Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542.

17 For purposes of Plaintiffs’ Release, Plaintiffs expressly waive and
18 relinquish the provisions, rights, and benefits, if any, of section 1542 of
19 the California Civil Code, which reads: A general release does not
20 extend to claims that the creditor or releasing party does not know or
21 suspect to exist in his or her favor at the time of executing the release,
22 and that if known by him or her would have materially affected his or
23 her settlement with the debtor or Released Party. (Settlement, ¶ 6.1.1.)

24 (b) Release by Participating Class Members Who Are Not Aggrieved Employees: All

25 Participating Class Members, on behalf of themselves and their respective former
26 and present representatives, agents, attorneys, heirs, administrators, successors,
27 and assigns, release Released Parties from the Released Class Claims.
28 (Settlement, ¶ 6.2.) “Released Class Claims” means means any and all claims that

1 occurred during the Class Period under state, federal, or local law, whether statutory
2 or common law, that were plead in the Operative Complaints or based on the facts
3 alleged in the Operative Complaints in connection with the Actions, including (1)
4 Failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to
5 provide meal periods; (4) failure to provide rest breaks; (5) violation of Labor Code
6 section 227.3; (6) waiting time penalties; (7) wage statement violations; (8) failure to
7 timely pay wages; (9) failure to indemnify; (10) failure to provide and/or authorize
8 cool down recovery periods; (11) failure to provide safe working conditions; (12)
9 unfair competition; (13) civil penalties under Labor Code section 210; (14) civil
10 penalties under Labor Code section 226.3; (15) violation of Labor Code section 558;
11 (16) violation of Labor Code section 1197.1; and (17) Civil Penalties under Labor
12 Code section 2698. Labor Code sections alleged: 200, 201, 201.3, 202, 203, 204,
13 204b, 204.1, 204.2, 205, 205.5, 210, 218.6, 226, 226.3, 226.7, 227.3, 246, 404, 432,
14 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802,
15 2810.5, 2699 and Wage Order sections 2, 4, 7, 15, and California Business and
16 Professions Code Section 17200. Except as expressly set forth in the Agreement,
17 Participating Class Members do not release any other claims, including claims for
18 vested benefits, wrongful termination, violation of the Fair Employment and Housing
19 Act, unemployment insurance, disability, social security, workers' compensation, or
20 claims based on facts occurring outside the Class Period. (*Id.* at ¶ 1.37.)

21 (c) Release by Non-Participating Class Members Who Are Aggrieved Employees:

22 All Non-Participating Class Members who are Aggrieved Employees are deemed
23 to release, on behalf of themselves and their respective former and present
24 representatives, agents, attorneys, heirs, administrators, successors, and assigns,
25 the Released Parties from the Released PAGA Claims. (Settlement, ¶ 6.3.)
26 “Released PAGA Claims” means any and all claims that occurred during the
27 PAGA Period under state, federal, or local law, whether statutory or common law,
28 that were plead in the Operative Complaints or based on the facts alleged in the

1 Operative Complaints and/or the PAGA Notices in connection with the Actions,
2 including (1) Failure to pay overtime wages; (2) failure to pay minimum wages;
3 (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) violation
4 of Labor Code section 227.3; (6) waiting time penalties; (7) wage statement
5 violations; (8) failure to timely pay wages; (9) failure to indemnify; (10) failure
6 to provide and/or authorize cool down recovery periods; (11) failure to provide
7 safe working conditions; (12) unfair competition; (13) civil penalties under Labor
8 Code section 210; (14) civil penalties under Labor Code section 226.3; (15)
9 violation of Labor Code section 558; (16) violation of Labor Code section 1197.1;
10 and (17) all other violations of Labor Code sections 200, 201, 201.3, 202, 203,
11 204, 204b, 204.1, 204.2, 205, 205.5, 210, 218.6, 226, 226.3, 226.7, 227.3, 246,
12 404, 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5,
13 1199, 2802, 2810.5, 2699 and Wage Order sections 2, 4, 7, and 15 under the
14 PAGA. The Released PAGA Claims do not include other PAGA claims,
15 underlying wage and hour claims, claims for wrongful termination,
16 discrimination, unemployment insurance, disability and worker's compensation,
17 and claims outside of the PAGA Period. (*Id.* at ¶ 1.38.)

18 13. The Parties shall bear their own respective attorneys' fees and costs, except as
19 otherwise provided for in the Settlement and approved by the Court.

20 14. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
21 the methodology used to calculate Individual Class Payments and Individual PAGA Payments to
22 Participating Class Members and Aggrieved Employees, respectively, are fair and reasonable. Thus,
23 the Court authorizes the Administrator to calculate and pay individual settlement shares in
24 accordance with the terms of the Settlement.

25 15. Defendant shall fully fund the Gross Settlement Amount (**\$2,500,000.00**), and also
26 fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds
27 to the Administrator no later than 21 days after the Effective Date.

28 16. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator

1 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
2 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class
3 Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

4 17. A total amount of \$250,000.00 shall be allocated as the “PAGA Penalties,” payable
5 from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as
6 follows: 75% (**\$187,500.00**) to the LWDA (“the LWDA PAGA Payment”) and 25% (**\$62,500.00**) to
7 Aggrieved Employees (the “Individual PAGA Payments”).

8 18. The Court finds Plaintiffs have adequately represented the Class and therefore
9 confirms the appointment of Plaintiffs as the Class Representatives, for settlement purposes only. In
10 addition to any recovery that Plaintiffs are eligible to receive as a Participating Class Member and
11 Aggrieved Employee, the Court approves and orders service awards to Plaintiffs in the amount of
12 **\$20,000.00** each (the “Class Representative Service Payments”), payable from the Gross Settlement
13 Amount, for their significant contributions and participation throughout all stages of the litigation,
14 for the risks and duties attendant to their role as the Class Representatives, and for their general
15 release of claims against the Released Parties.

16 19. The Court confirms the appointment of Bibiyan Law Group, PC, Moon Law Group,
17 PC, Koul Law Firm, APC, and the Law Offices of Sahag Majarian, II, as Class Counsel, for
18 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
19 apparent conflicts of interest with Plaintiffs, other Class Members, or the Administrator, and have
20 adequately represented Class interests. The Court approves and orders the payments to Class
21 Counsel, payable from the Settlement Amount, of **\$875,000.00** for reasonable attorneys’ fees (the
22 “Class Counsel Fees Payment”), and **\$127,204.96** for reimbursement of out-of-pocket costs (the
23 “Class Counsel Litigation Expenses Payment”). The Court finds that these amounts are reasonable
24 considering the benefits provided to the Class.

25 20. The Court confirms the appointment of ILYM Group, Inc. as the Administrator, who
26 has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
27 Settlement Administrator of **\$15,750.00** (“Administration Expenses Payment”), payable from the
28 Gross Settlement Amount, for settlement administration.

1 21. The Court confirms the designation of Katherine and George Alexander Community
2 Law Center as the appropriate *cy pres* beneficiary of any uncashed settlement checks, pursuant to
3 California Code of Civil Procedure section 384. Following the expiration of the 180-day check-
4 cashing deadline, the Administrator shall transmit the funds represented by such uncashed settlement
5 checks to Katherine and George Alexander Community Law Center.

6 22. In accordance with California Rule of Court 3.771(b), notice of the concurrently
7 filed Judgment will be given to the Class by the Administrator, who will post an electronic copy
8 on its website for no less than ninety (90) calendar days following entry thereof.

9 23. This Final Approval Order and the concurrently filed Judgment are intended to be a
10 final disposition of the Action in its entirety and are intended to be immediately appealable.

11 24. The obligations set forth in the Settlement are deemed part of this Final Approval
12 Order and the concurrently filed Judgment, and the Parties and the Administrator are ordered to
13 carry out the Settlement according to its terms and provisions.

14 25. Following entry of the concurrently filed Judgment, and without affecting the finality
15 thereof, pursuant to California Rules of Court Rule 3.769, *et seq.* and California Code of Civil
16 Procedure section 664.6, the Court shall retain jurisdiction over the Parties, Action, and the
17 Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing
18 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted
19 by law.

20 26. The Settlement is finally approved but is not an admission by Defendant of the
21 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
22 law. Neither the Settlement nor any related document shall be offered or received in evidence in
23 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
24 necessary to consummate or enforce the Settlement.

25 27. The Court sets a (Non-Appearance) Compliance ~~Hearing~~ ^{Review} re: Distribution on
26 11/10/26 at 9 : ~~a.m.~~ p.m. in Department 10. Class Counsel are ordered to file a
27 final report and declaration by the Administrator regarding settlement distribution ^{and Amended Judgment re cy pres} no later than
28 five (5) court days prior to the Compliance Hearing. No appearance will be required at the

1 Compliance Hearing if the Administrator's declaration reports that all the distributions under the
2 Agreement are complete.

3 **IT IS SO ORDERED.**

4 DATE: 12/18/2025



5 THE HON. WILLIAM F. HIGHBERGER
6 Judge of the Superior Court, Los Angeles County

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