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15 persons.

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR COUNTY OF STANISLAUS**

18 MANUEL FIERROS, on behalf of himself,
19 And for all similarly situated persons, and the
20 General public;

21 Plaintiff,

22 v.

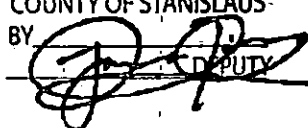
23 Colt Builders Corp., a Utah Corporation; and
24 DOES 1 through 100, inclusive;

25 Defendant.

Case No.: CV-22-003178

26 ~~PROPOSED~~ ORDER GRANTING FINAL
27 APPROVAL OF CLASS ACTION
28 SETTLEMENT

Date: July 18, 2023
Time: 8:30 a.m.
Dept.: 24
Judge: Hon. Sonny S. Sandhu

FILED
JUL 19 2023
CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
BY 

1 On July 18, 2023, the Court held a hearing on Plaintiff Manuel Fierros' ("Plaintiff") Motion for
2 Final Approval of Class Action and PAGA Settlement between Plaintiff and Defendant Colt Builders
3 Corp., and DOES 1 to 100, inclusive (collectively "Defendant"). Plaintiff and Defendant may sometimes
4 be referred to herein this Order collectively as the "Parties" or individually as "Party."

5 Due and adequate notice having been given to Class Members, and the Court having considered
6 the Joint Stipulation re: Class Action and PAGA Settlement Agreement (the "Settlement" or "Settlement
7 Agreement") reached and entered into by and between the Parties, all of the legal authorities and
8 documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written
9 comments received regarding the proposed settlement, and having reviewed the record in this litigation,
10 and good cause appearing, the Court **GRANTS** final approval of the Settlement and **ORDERS AND**
11 **MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS:**

12 1. All terms, provisions, and conditions used and set forth in this Order Granting Final
13 Approval of Class Action and PAGA Settlement (the "Order") shall have the same meanings, definitions,
14 and uses as those same or similar terms, provisions, and conditions as used and/or defined under the
15 Parties' Settlement Agreement.¹

16 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
17 jurisdiction to approve this Settlement and all exhibits thereto.

18 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
19 Agreement and as follows:

20 *"All individuals ("Class Members") who are or were employed by Defendant Colt Builders Corp.*
21 *("Defendant") as non-exempt, hourly-paid employees, and who worked at least one in California*
22 *from July 14, 2018 through November 30, 2022 (the "Class Period")."*

23 4. The Court finds that July 14, 2018 through November 30, 2022 is the "Class Period"
24 applicable to this instant action.

25 5. The Court finds that July 13, 2021 through November 30, 2022 is the "PAGA Period"
26 applicable to this instant action.

27 _____
28 ¹ A true and correct copy of the Executed Settlement Agreement is already a part of the Court's record as Exhibit A to the Declaration of Amir Seyedfarshi in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Accordingly, the Settlement Agreement attached thereto is made a part of and to be incorporated into this Order, as if attached to and/or fully set forth hereunder, by this reference.

1 6. The Court finds that approximately 643 Class Members worked for or on behalf of
2 Defendant during the Class Period.

3 7. The Court deems the Class definition sufficient for the purpose of California Rule of Court
4 3.765(a) and for the purpose of effectuating the Settlement.

5 8. The Court also finds the PAGA Payment is fair and reasonable, and that Plaintiff provided
6 notice of the proposed Settlement to the Labor and Workforce Development Agency (LWDA) and will
7 fully and adequately comply with the notice requirements of California Labor Code section 2699(1). The
8 Court hereby approves the PAGA Payment.

9 9. The Court finds that an ascertainable class of 643 Class Members exists and a well-defined
10 community of interests exists in the questions of law and fact involved because in the context of the
11 Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the Plaintiff
12 are typical of claims of the Class Members; and (iii) in negotiating, entering into and implementing the
13 Settlement, Plaintiff and Class Counsel have fairly and adequately represented and protected the interest
14 of the Class Members.

15 10. The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement
16 Administrator, completed the distribution of Class Notice to the Class in a manner that comports with
17 California Rule of Court 3.766. The Class Notice informed 643 Class Members of the Settlement terms,
18 their rights to do nothing and receive their settlement share, their rights to submit a request for exclusion
19 or opt-out of the Settlement reached by the Parties, their rights to comment on or object to the Settlement,
20 and their rights to appear at the Final Approval Hearing and be heard regarding approval of the Settlement.
21 Adequate periods of time to respond and to act were provided by each of these procedures.

22 11. No Class Member filed or submitted a written objection or comment to the Settlement as
23 part of the notice process or prior to the deadline set forth in the notice related documents provided to the
24 Class.

25 12. No Class Member requested to be excluded or opt-out from the Settlement as part of this
26 notice process or prior to the deadline set forth in the notice related documents provided to the class.

27 13. No Class Member filed a written statement of intention to appear at the Final Approval
28 Hearing.

1 14. As a result, all 643 Class Members shall be subject to all applicable terms, provisions,
2 conditions, and releases set forth under the Settlement Agreement.

3 15. The Court hereby approves the terms set forth in the Settlement Agreement, including the
4 \$630,000.00 gross settlement amount, and finds that the Settlement Agreement is, in all respects, fair,
5 adequate, and reasonable, consistent and compliant with all applicable requirements of the California Code
6 of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the
7 California Rules of Court, and any other applicable law, and in the best interests of each of the Parties and
8 Class Members.

9 16. The Court directs the Parties to effectuate the Settlement Agreement according to its terms,
10 provisions, and conditions, and declares this Settlement Agreement to be binding on all Class Members.

11 17. The Court finds that the Settlement Agreement has been reached as a result of informed
12 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted
13 extensive investigation and research, and their attorneys were able to reasonably evaluate their respective
14 positions.

15 18. The Court also finds that Settlement now will avoid additional and potentially substantial
16 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally,
17 after considering the monetary recovery provided as part of the Settlement in light of the challenges posed
18 by continued litigation, and the Court concludes that Class Counsel secured significant relief for Class
19 Members.

20 19. The Settlement Agreement is not an admission of liability, guilt, fault, or wrongdoing, in
21 any manner, by Defendant as to any claims, causes of action, allegations, wrongdoing, or contended
22 violations asserted or could have been asserted under Plaintiff's operable complaint or placed at issue in
23 this action, nor is this Order a finding, ruling, order, or judgment as to the validity, sufficiency, or actuality
24 of any claims, causes of action, allegations, contended violations, or any wrongdoing by Defendant.
25 Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken
26 to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
27 wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

28 20. The Court confirms Manuel Fierros as Class Representative and finds him to be adequate.

1 21. The Court confirms Amir Seyedfarshi of Employment Rights Law Group, APC and
2 Tatiana Hernandez of Law Office of Tatiana Hernandez, P.C .as Class Counsel, and finds each of them to
3 be adequate, experienced, and well-versed in similar class action litigation.

4 22. The terms of the Agreement, including the gross settlement amount of **\$630,000.00**, and
5 the individual Settlement Shares, are fair, adequate, and reasonable to the Class and to each Class Member,
6 and the Court grants final approval of the Settlement set forth in the Agreement, subject to this Order. The
7 Court approves the following allocations, which fall within the ranges stipulated by and through the
8 Settlement Agreement:

9 a. The **\$14,850.00** designated for payment to ILYM Group, Inc., the Settlement
10 Administrator, is fair and reasonable. The Court grants final approval of, and orders the
11 Parties to make, the payment to the Settlement Administrator in accordance with the
12 Agreement.

13 b. The **\$210,000.00** requested by Plaintiff and Class Counsel for the Class Counsel's
14 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The
15 Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be
16 made in accordance with the Agreement.

17 c. The Court awards **\$10,000.00** in litigation costs, an amount which the Court finds to be
18 reflective of the reasonable costs incurred. The Court grants final approval of, and orders
19 the Class Counsel Litigation Expenses Payment in this amount to be made in accordance
20 with the Agreement, and divided between counsel in proportion with their respective costs
21 expenditures.²

22 d. The **\$10,000.00** requested by Plaintiff for their Class Representative Payment is fair and
23 reasonable. The Court grants final approval and orders the Class Representative Payment
24 to be made in accordance with the Agreement.

25 e. The Court grants final approval of the **\$63,000.00** PAGA payment 75% of which
26 (**\$47,250.00**) shall be paid to the LWDA and orders the payment to be made in accordance

27
28 ² The Settlement Agreement contemplates litigation cost reimbursement in the amount of \$15,000.00 which was already preliminarily approved by this Court and noticed to the Class, however, Plaintiff's counsel is only requesting reimbursement of litigation costs in the amount of \$10,000.00, with the balance added to the Net Settlement Amount to be distributed to the Participating Class Members.

1 with the Agreement. The remaining 25% of the PAGA Payment shall be distributed to the
2 Aggrieved Employees in accordance with the Settlement Agreement

3 23. The Court orders the Parties to comply with and carry out all terms, provisions, and
4 conditions of the Settlement Agreement, to the extent that the terms thereunder do not contradict or
5 conflict with this Order, in which case the provisions of this Order shall take precedence and supersede
6 the Settlement Agreement.

7 24. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's rights
8 to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case
9 if the Settlement fails to become final or effective, or in any other case without limitation. The Settlement
10 is not an admission by Defendant, nor is this Order or the subsequent Judgment that Plaintiff have asked
11 the Court to enter based on this Order a finding of the validity of any allegations against Defendant in the
12 Court proceeding or any wrongdoing by Defendant. Neither the Settlement nor this Order or the
13 subsequent Court Judgment is a finding that certification of the Class is proper for any purpose or
14 proceeding other than for settlement purposes.

15 25. Plaintiff, Class Members, and all other Releasing Parties shall be bound by the Settlement
16 and this Order, including the Release of Claims³ in favor of Defendant and the other Released Parties⁴ as
17 set forth in the Agreement, and are permanently barred, estopped, and enjoined from prosecuting against
18 Defendant and the other Released Parties any and all such released and discharged claims as defined and
19 set forth under the Settlement Agreement.

20 26. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
21 provided in the Settlement Agreement.

22 27. Individual Settlement Payment checks shall remain negotiable and/or able to be cashed for
23 180 days from the date of issuance. Any funds associated with checks that have not been negotiated or
24 cashed within the 180 day period will become void and the individual settlement amount associated with
25 the uncashed check or checks shall be distributed to the California Controller's Unclaimed Property Fund.

26 28. Within ten (10) days after the Court has held the Final Approval Hearing and entered this
27

28 ³ "Released Claims" means and includes a release of all claims as identified and set forth under relevant provisions of the Settlement Agreement, of which are incorporated herein by this reference.

⁴ "Released Parties" means Defendant and all other parties to be released as set forth under relevant provisions of the Settlement Agreement, of which are incorporated herein by this reference.

1 Final Order certifying the Class for settlement purposes only and approving the Class Settlement, the
2 Settlement Administrator shall give notice to the Settlement Class Members pursuant to Rule 3.771(b) of
3 the California Rules of Court by posting a copy of this Order and Final Judgment issued by the Court on
4 its website (address of which was included in the Class Notice).

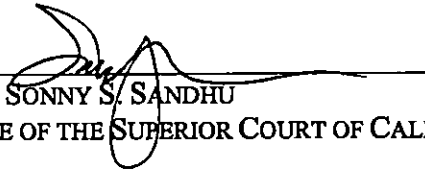
5 29. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
6 purposes of implementing the terms of the settlement, such as requiring the filing of a final report on
7 distributions made to the Class Members, enforcing the Settlement Agreement, addressing settlement
8 administration matters, and addressing such post-Judgment matters as may be appropriate under court
9 rules or applicable law.

10 30. Plaintiff or the Settlement Administrator shall file with the Court a report regarding the
11 status of distribution within One Hundred Eighty (180) days after distribution of all Settlement Funds to
12 Class Members in accordance with the terms, provisions, and conditions of the Settlement Agreement.

13 31. The Court hereby sets a hearing date of 6/6/24 at 8:30 pm/am
14 for a hearing on the final accounting and distribution of settlement funds. P-24

15 **IT IS SO ORDERED.**

16
17 DATED: 7/9/23

18 
19 HON. SONNY S. SANDHU
20 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA