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Clerk of the Superior Court
By Georgina Ramirez, Deputy Clerk

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11 Attorneys for Plaintiffs ANGEL LEON and ALFREDO PEREZ-
12 GONZALÉZ, on their own behalf and on behalf of all others
13 similarly situated

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 IN AND FOR THE COUNTY OF ORANGE – COMPLEX CENTER

16 EDGAR PEREZ, SALVADOR GUTIERREZ,
17 ANGEL LEON, MARCOS DUQUE, JOSE
18 GARCIA ARRIAGA, and ALFREDO PEREZ-
19 GONZALÉZ, on their own behalf and on behalf
20 of all others similarly situated,

21 Plaintiffs,

22 v.

23 MILLENNIUM REINFORCING, INC., and
24 DOES 1 through 20, inclusive,

25 Defendant.

Case No. 30-2012-00583465
COMPLEX CIVIL LITIGATION

ASSIGNED FOR ALL PURPOSES TO
HON. PETER WILSON

FINAL ORDER AND JUDGMENT

26 Plaintiffs and Class Representatives Angel Leon and Alfredo Perez-Gonzalez have filed a
27 Motion for Final Approval of Class Action Settlement, which Defendant Millennium Reinforcing,
28 Inc. (“MRI”) does not oppose.

On May 30, 2019, the Court held a Final Approval Hearing regarding the proposed
Settlement that is the subject of this motion. The Court has reviewed the papers and documents
submitted in this action, including the Stipulation of Settlement and Release of Claims

1 (“Settlement Agreement”), the motions and memoranda submitted by Plaintiffs and Defendants
2 (“Parties”), and the arguments made at the Final Approval Hearing.

3 Based on the Court’s full review of the record, the Court finds good cause to grant the
4 motion, and ADJUDGES, DECREES and ORDERS as follows:

5 1. **Defined Terms.** The Court adopts the defined terms set forth in the Settlement
6 Agreement, which is fully incorporated herein by reference, for purposes of this Final Order and
7 Judgment (“Order”), unless otherwise specified. All terms defined in the Settlement Agreement
8 shall have the same meaning as set forth in the Settlement Agreement.

9 2. **Settlement Agreement.** The Settlement Agreement is in all respects adequate,
10 fair, and reasonable. The Parties adequately performed all obligations under the Settlement
11 Agreement which have already arisen.

12 3. **Notice.** Notice was provided to Class Members in compliance with the
13 Settlement Agreement and pursuant to California state law and due process. The notice: (a) fully
14 and accurately informed Class Members about the Action and the proposed Settlement; (b)
15 provided sufficient information to enable Class Members to decide whether to accept the benefit
16 offered, object to the proposed Settlement, or opt out and pursue their own remedies; (c)
17 provided procedures for Class Members to file written objections to the proposed Settlement,
18 appear at the Final Fairness Hearing, and to state objections to the proposed Settlement; and (d)
19 provided the time, date, and place of the Final Fairness Hearing.

20 4. **Settlement Class.** The Settlement Class is defined as follows and includes all
21 Class Members who did not timely and validly opt out:

22 Class Members are all current and formerly hourly non-exemption iron
23 worker employees of MRI who worked on the Genesis Solar Energy
24 Project in Blythe, California (commonly known as the “Blythe
25 Project”) between November 1, 2011 through July 13, 2012 who are
26 members of one or more of the three subclasses the Court certified
27 when it ruled on the Plaintiffs’ Motion for Class Certification, which
28 are (1) Wage Statement Sub-class “Millennium employees who worked
on the “Blythe project” between November 1, 2011 and July 7, 2012,
and received ‘make-up’ checks for the unpaid overtime”; (2) Rest
Period Sub-class “Millennium employees who worked on the Blythe
project between February 11, 2012 through June 2, 2012”; and

1 (3) Waiting Time Sub-class “Members of the Wage Statements Sub-
2 class whose employment ended before July 13, 2012.”

3 5. **Binding Effect of Order.** This Order applies to all claims or causes of action
4 identified in the Settlement Agreement and binds all Class Members, including those who did not
5 timely and validly submit a request for exclusion pursuant to this Court’s Preliminary Approval
6 Order. This Order does not bind persons (if any) who filed timely and valid requests for
7 exclusion.

8 6. **Releases.** Plaintiffs and all Class Members who did not timely and validly request
9 exclusion are: (a) deemed to have released and discharged MRI (and MRI Released Parties as
10 specified in the Settlement Agreement) from all claims arising out of or relating to any act,
11 omission, or other conduct as provided under the Settlement Agreement. The full terms of the
12 releases described herein are set forth in the Settlement Agreement.

13 7. **Class Relief.** Pursuant to the Settlement Agreement, MRI shall send, via U.S.
14 mail and/or wire transfer, to the Settlement Administrator, one check in the amount of Three
15 Hundred Thousand Dollars (\$300,000.00) (“Gross Settlement Amount”) no later than sixty (60)
16 days following the Final Effective Date of this Order, which means twenty (20) days after the
17 date on which the Court signs the Final Order approving this Class Action Settlement. Within
18 five (5) business days after deposit of the settlement funds from MRI, the Settlement
19 Administrator shall issue payment to all Class Members.

20 8. **Incentive Award.** Each of the remaining Named Plaintiffs, Alfredo Perez-
21 Gonzalez and Angel Leon, are granted incentive awards in the amount of \$5,000 each in
22 accordance with the factors set forth in *Goldba v. Dick’s Sporting Goods, Inc.*, (2015) 238
23 Cal.App.4th 1251, 1272. The Settlement Administrator shall pay these incentive awards to Leon
24 and Perez-Gonzalez out of a Gross Settlement Amount, which will be separate than the
25 disbursements paid to Leon and Perez-Gonzalez as Class Members.

26 9. **Attorneys’ Fees and Costs.** An award of One Hundred Thousand Dollars
27 (\$100,000.00) in attorney’s fees and Thirty-Four Thousand Five Hundred Forty Two Dollars and
28 Seventy Nine Cents (\$34,542.79) in costs out of the Gross Settlement Amount shall be awarded

1 to Class Counsel. The Settlement Administrator shall pay said amount within ten (10) days after
2 settlement proceeds are disbursed to Class Members. Except as expressly provided herein, each
3 Party will bear all of its own attorneys' fees and costs.

4 10. **Settlement Administrator.** The Court approves the payment of the Settlement
5 Administration expenses of the Settlement Administrator of Seven Thousand Five Hundred
6 Dollars (\$7,500.00) out of the Gross Settlement Amount.

7 11. **Court's Jurisdiction.** The Court will retain jurisdiction over this Action and the
8 Parties under California Rule of Court 3.769(h) until final performance of the Settlement
9 Agreement. Except as otherwise provided herein, any disputes or controversies arising with
10 respect to interpretation, enforcement, or implementation of the Settlement Agreement shall be
11 presented by motion to the Court for resolution.

12 12. **Status Conference for Final Accounting.** The Court will hold a status
13 conference for a final accounting on October 4, 2019 to determine the status of the settlement
14 administration. Plaintiffs shall submit a final report to the Court at least ten (10) days prior to
15 the final status conference, and the final report must include all information necessary for the
16 Court to determine the total amount actually paid to class members. Plaintiffs shall also
17 submit, at least ten (10) days prior to the conference, a [Proposed] Amended Judgment
18 directing the Settlement Administrator to pay the sum of the unpaid residue or unclaimed or
19 abandoned Class Members' funds plus any interest that has accrued thereon to Tradeswoman,
20 Inc., pursuant to the parties' Settlement Agreement and C.C.P. section 384(b).

21 13. **Judgment.** The Court hereby enters judgment in this Action in accordance
22 with the terms of the Settlement Agreement, the Preliminary Approval Order, and this Order.
23 CRC Rule 3.767(h).

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14. **Notice to the Class of Judgment.** Plaintiffs' counsel to post notice of this Final Order and Judgment for 90 days on their website to comply with C.R.C. 3.771(b).

IT IS SO ORDERED.

Dated: June 05, 2019



PETER WILSON
Judge of the Superior Court