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

MARCOS SEGURA and MIGUEL SEGURA,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

vs.

E.B. STONE & SON, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: FCS056951

CLASS AND REPRESENTATIVE ACTION

[Assigned for all purposes to the Honorable Tim
P. Kam, Department 22]

**[PROPOSED] JUDGMENT FOLLOWING
ORDER GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

FINAL APPROVAL HEARING

Date: November 1, 2024

Time: 9:00 a.m.

Department: 22

Action Filed: August 10, 2021

Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiffs Marcos Segura and Miguel Segura (“Plaintiffs”) and Defendant E.B. Stone & Son, Inc.
3 (“Defendant”) reached terms of settlement for a putative class action. On or about May 24, 2024, the Court
4 issued an Order granting Plaintiffs’ motion for final approval of class and PAGA action settlement of the
5 claims asserted against Defendant in this action (“Final Approval Order”). The settlement is memorialized
6 in the JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT AGREEMENT (*see*
7 Declaration of Kane Moon In Support of Plaintiff’s Motion for Final Approval of Class and PAGA Action
8 Settlement [“Moon Decl.”], at Exh. 1), referred to herein as the “Agreement” or “Settlement.”

9 The Court’s Final Approval Order is incorporated herein in its entirety. The Court now enters
10 Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to
11 be a final disposition of the Action in its entirety and is intended to be immediately appealable.

12 **JUDGMENT**

13 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
14 entered whereby the Plaintiffs, all Participating Class Members, all Aggrieved Employees, and the State
15 of California, shall take nothing from Defendant, except as expressly set forth in the Final Approval Order
16 and the Settlement.

17 Except as set forth in the Settlement and the Final Approval Order, Plaintiffs, Participating Class
18 Members, Aggrieved Employees, and the State of California shall take nothing by the First Amended
19 Complaint filed in this Action.

20 Each party shall bear his or its own attorneys’ fees and costs incurred in the Action, except as
21 otherwise provided in the Settlement and Final Approval Order.

22 The Class Members are:

23 All persons who worked for Defendant in California as hourly, nonexempt non-
24 driver employees during the Class Period from August 10, 2017, to January 1,
25 2024.

26 Aggrieved Employees are:

27 All persons who worked for Defendant on California as hourly, nonexempt non-
28 driver employees during the PAGA Period from August 10, 2020, to January 1,
29 2024.

1 Class action and PAGA action claims are released, pursuant to the terms of the Settlement, as
2 follows:

3 Upon final approval of the settlement and payment made by Defendant of the Gross
4 Settlement Amount to the Third Party Administrator chosen by the Parties, All Participating Class
5 Members, on behalf of themselves and their respective former and present spouses, family
6 members, representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
7 Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based
8 on the facts stated in the Operative Complaint during the Class Period, including, e.g., any and all
9 claims arising under California Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7,
10 510, 512, 1174(d), 1194, 1194.2, 1197, 1198, 2802 and the applicable Industrial Welfare
11 Commission Wage Orders based on any alleged failure to pay minimum wage; failure to pay
12 overtime compensation; failure to pay paid time off wages; failure to provide meal periods; failure
13 to authorize and permit rest periods; failure to indemnify necessary business expenses; failure to
14 timely pay final wages; failure to timely pay wages during employment; failure to provide accurate
15 wage statements; failure to keep adequate records; and unfair business practices arising under
16 California Business and Professions Code section 17200, et seq. Excluded from this portion of the
17 release are claims for PAGA penalties that were alleged, or reasonably could have been alleged,
18 based on the facts stated in the Operative Complaint and the Plaintiffs' PAGA Notice during the
19 PAGA Period. Except as set forth in Section 6.3 of this Agreement, Participating Class Members
20 do not release any other claims, including claims for vested benefits, wrongful termination,
21 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
22 security, workers' compensation, or claims based on facts occurring outside the Class Period.

23 Upon final approval of the settlement and payment made by Defendant of the Gross
24 Settlement Amount to the Third Party Administrator chosen by the Parties, all Class Members who
25 are Aggrieved Employees are deemed to release, on behalf of themselves and their respective
26 former and present spouses, family members, representatives, agents, attorneys, heirs,
27 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties
28 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
Complaint and/or the Plaintiff's PAGA Notice during the PAGA Period, including any claim for
PAGA penalties based on alleged violations of California Labor Code sections 201, 202, 203, 204,
218.5, 218.6, 226, 226.7, 510, 512, 1174(d), 1194, 1194.2, 1197, 1198, 2802 and the applicable
Industrial Welfare Commission Wage Orders based on any alleged failure to pay minimum wage;
failure to pay overtime compensation; failure to pay paid time off wages; failure to provide meal
periods; failure to authorize and permit rest periods; failure to indemnify necessary business
expenses; failure to timely pay final wages; failure to timely pay wages during employment; failure
to provide accurate wage statements; and/or failure to keep adequate records.

24 Notice of the Final Approval Order and this Judgment shall be given by Plaintiffs to the LWDA
25 by submission through the online system established for the filing of notices and documents, in conformity
26 with Labor Code section 2699, subdivision (l)(3).

27 This Final Approval Order and Judgment, the Settlement it reflects, and any and all acts,
28

1 statements, documents, or proceedings relating to the Settlement are not, and shall not be construed as, or
2 used as, an admission made by Defendant or as a finding by this Court of any fault, wrongdoing, or liability
3 on Defendant's part, or of the validity of any Released Claim or of the existence or amount of any damages.

4 Distributions pursuant to the Settlement shall issue in the amounts authorized in the Final Approval
5 Order, according to the deadlines specified in the Settlement.

6 In the event the Effective Date does not occur, the Final Approval Order and this Judgment shall
7 be null and void and shall be vacated, *nunc pro tunc*, except insofar as expressly provided to the contrary
8 in the Settlement, and without prejudice to the *status quo ante* rights of the Plaintiffs, Class Members, and
9 Defendant.

10 Judgment is hereby entered in accordance with the Settlement. Without affecting the finality of
11 the Final Approval Order or this Judgment in any way, pursuant to California Code of Civil Procedure
12 Section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and
13 continuing jurisdiction over this action, the Plaintiffs, Participating Class Members, Aggrieved
14 Employees, the State of California, and Defendant, for the purposes of supervising the implementation,
15 enforcement, administration, construction, and interpretation of the Settlement and the releases given in
16 connection therewith, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,
17 and the Judgment, and any other matters related or ancillary to the foregoing.

18
19 **IT IS SO ORDERED.**

20
21 Dated: _____

Hon. Tim P. Kam
SUPERIOR COURT JUDGE