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Superior Court of California,
County of San Diego
12/13/2024 2:37:23 PM

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By J. Siharath ,Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

VESTENIA MAISONNEUVE, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

T.E.R.I., INC., a California corporation dba
TERI, INC.; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2021-00048516-CU-OE-CTL

[Assigned to the Hon. Robert C. Longstreth,
Department C-65]

CLASS AND REPRESENTATIVE ACTION

**[AMENDED PROPOSED] JUDGMENT
FOLLOWING ORDER GRANTING FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Date: November 22, 2024
Time: 8:30 a.m.
Courtroom: Dept. C-65
Judge: Hon. Robert Longstreth

Action Filed: November 16, 2021
Trial Date: Not Set

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

2 Plaintiff Vestenia Maisonneuve (“Plaintiff”) filed a motion for final approval of a class and
3 representative action settlement of the claims asserted against Defendant T.E.R.I., Inc. (“Defendant”) in
4 this action. The matter came on for hearing on November 22, 2024, and the Court subsequently issued
5 an Order granting Plaintiff’s motion for final approval of a proposed class and representative action
6 settlement (“Final Approval Order”). The settlement is memorialized in the CLASS ACTION AND
7 PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (the “Agreement” or “Settlement”).
8 (See Declaration of H. Scott Leviant in Support of Plaintiff’s Motion for Final Approval of Class and
9 Representative Action Settlement [“Leviant Decl.”], at Exh. 1.)

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

13
14 **JUDGMENT**

15 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
16 entered whereby the Plaintiff, all Class Members, and all Aggrieved Employees shall take nothing from
17 Defendant, except as expressly set forth in the Final Approval Order and the Agreement.

18 The Class Members are:

19 All persons currently or formerly employed by Defendant as hourly-paid non-exempt
20 employees in the State of California at any time during the Class Period (the “Class
21 Period” is the period from November 16, 2017 to June 28, 2024). “Participating Class
Member” means a Class Member who does not submit a valid and timely Request for
Exclusion from the Class portion of the Settlement. (Settlement, ¶¶ 1.5, 1.9, 1.12, 1.35.)

22 Two Class Members requested exclusion from the Class. Those individuals are, as identified by initials
23 and employee IDs, E. L. 001370 and D. K. 000243. All other Class Members are Participating Class
24 Members and are bound by the Final Approval Order and Judgment in the Action.

25 All Class Members who worked at any time between November 16, 2020 and June 28, 2024, are
26 “Aggrieved Employees” for purposes of distributing the Aggrieved Employees’ 25% share of the PAGA
27 Penalties as Individual PAGA Payments. Class Members who are Aggrieved Employees cannot opt out
28 of the release of the PAGA claims and will therefore receive an Individual PAGA Payment, irrespective

1 of whether they are Participating Class Members.

2 Once Defendant fully funds the Settlement by paying all amounts due under the Agreement and
3 this Order, the Class Representative and each Putative Class Member will release Class claims as
4 follows:

5 All Participating Class Members, on behalf of themselves and their respective former
6 and present representatives, agents, attorneys, heirs, administrators, successors, and
7 assigns, release Released Parties from (i) all claims that were alleged, or reasonably
8 could have been alleged, based on the Class Period facts stated in the Operative
9 Complaint, including all claims that T.E.R.I. (1) failed to provide meal periods (Lab.
10 Code §§ 204, 223, 226.7, 512 and 1198 and Wage Order); (2) failed to provide rest
11 periods (Lab. Code §§ 204, 223, 226.7 and 1198 and Wage Order); (3) failed to pay
12 minimum and overtime time wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197,
13 1997.1 and 1198 and Wage Order as to minimum wage); (4) failed to provide accurate
14 itemized wage statements (Lab. Code §§ 226(a)); (5) failed to timely pay all final wages
15 (Lab. Code §§ 201, 202 and 203); (6) failed to indemnify for job-related expenses (Lab.
16 Code § 2802); and, (7) engaged in Unfair Competition (Bus. & Prof. Code §§ 17200 et
17 seq.). Except as set forth in Section 5.3 of [the] Agreement, Participating Class
18 Members do not release any other claims, including claims for vested benefits,
19 wrongful termination, violation of the Fair Employment and Housing Act,
20 unemployment insurance, disability, social security, workers' compensation, or claims
21 based on facts occurring outside the Class Period.¹

22 Once Defendant fully funds the Settlement by paying all amounts due under the Agreement and
23 this Order, the Aggrieved Employees will release PAGA claims as follows:

24 All Class Members who are Aggrieved Employees are deemed to release, on behalf of
25 themselves and their respective former and present representatives, agents, attorneys,
26 heirs, administrators, successors, and assigns, the Released Parties from all claims for
27 PAGA penalties that were alleged, or reasonably could have been alleged, based on the
28 PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

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

Pursuant to California Code of Civil Procedure § 664.6 and Rule 3.769(h) of the California Rules
of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff, Class
Members, and Defendant, for the purposes of:

- (a) supervising the implementation, enforcement, construction, and interpretation of the
Agreement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,

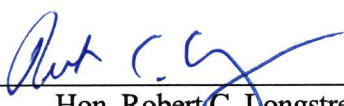
¹ "Released Parties" means: defendant T.E.R.I., Inc., and each of its agents, former and present
managing employees, directors, officers, shareholders, owners, attorneys, insurers, parents, predecessors,
successors, assigns, subsidiaries, and affiliates.

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and the Judgment; and

(b) supervising distribution of amounts paid under this Agreement.

IT IS SO ORDERED.

Dated: 12/13/24 
Hon. Robert C. Longstreth
SAN DIEGO SUPERIOR COURT JUDGE

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., 31st Floor, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[AMENDED PROPOSED]**
JUDGMENT FOLLOWING ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT on the interested parties in this action by sending ☐ the original ☒ a true copy thereof ☒ to interested parties as follows ☐ as stated on the attached service list:

MESSNER REEVES LLP
Kathleen Carter
Jeffrey Gillette
650 Town Center Drive, Suite 700
Costa Mesa, California 92626
Facsimile: (949) 438-2304
Email: kcarter@messner.com
Email: jgillette@messner.com

Counsel for Defendant

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY ELECTRONIC SERVICE:** Pursuant to the Court's Order directing Electronic Service, the above-named document(s) has (have) been electronically served on counsel of record by an approved electronic service provider. The transmission of these documents was reported complete and a copy of the service confirmation will be maintained, along with the original document(s) and proof of service in our office.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this **November 27, 2024**, at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature