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San Diego Superior Court

JAN 20 2023

Clerk of the Superior Court
By: H. Chavarin, Deputy

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN DIEGO**

10
11 REY JESUS SANCHEZ, individually, and on
behalf of all others similarly situated,

12 Plaintiff,

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14 vs.

15 CLAUSS CONSTRUCTION, a California
16 corporation; and DOES 1 through 10, inclusive,

17 Defendants.
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Case No.: 37-2020-00035576-CU

CLASS & REPRESENTATIVE ACTION

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

Date: January 20, 2023
Time: 10:30 AM
Courtroom: C-64
Judge: Hon. John S. Meyer

Complaint Filed: October 5, 2020
Trial Date: Not Yet Set

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

2 Plaintiff REY JESUS GONZALEZ ("Plaintiff") and Defendant CLAUSS CONSTRUCTION
3 ("Defendant") have reached terms of settlement for a putative class action and PAGA case.

4 Plaintiff has filed a Motion for Final Approval of a Class Action and PAGA Settlement of the
5 claims asserted against Defendant in this action, memorialized in the STIPULATION OF SETTLEMENT
6 OF CLASS ACTION AND PAGA CLAIMS AND RELEASE OF CLAIMS; (*see* Declaration of Kane
7 Moon In Support of Plaintiff's Motion for Final Approval of Class Action Settlement ["Moon Decl."], at
8 Exh. 1). STIPULATION OF SETTLEMENT OF CLASS ACTION AND PAGA CLAIMS AND
9 RELEASE OF CLAIMS is ("Settlement" or "Agreement").

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 **JUDGMENT**

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

17 Capitalized terms in this Judgment have the same meaning they are given in the Settlement.

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

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

23 The Class Members are:

24 All current and former hourly non-exempt persons employed by Defendant in the State
25 of California between October 5, 2016 through March 21, 2022. (Settlement, ¶ 10.)

26 Class action and PAGA Action claims are released, pursuant to the terms of the Settlement, as
27 follows:

28 Upon the final approval by the Court of this Settlement and upon the date which

1 Defendant transfers the Gross Settlement Amount, and except as to such rights or
2 claims as may be created by the Settlement, the Class Representative, the Class and
3 each Class Member who has not submitted a valid and timely request for exclusion as
4 to claims other than the PAGA claim, will release claims as follows:

5 (a) Identity of Released Parties. means Defendant CLAUSS
6 CONSTRUCTION and each of its divisions, subsidiaries, partnerships, parents, affiliated
7 companies, trusts, or other related entities, past and present, and each of them, as well as
8 each of their directors, officers, shareholders, partners, members, representatives,
9 executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors,
10 business managers, agents, contractors, insurers, attorneys, and employees, past and
11 present, and each of them and their marital community.

12 (b) Date Release Becomes Active. The Released Claims will be released
13 upon the satisfaction of Defendant's obligation to provide to the Settlement Administrator
14 a sum in the amount required to satisfy all required payments and distributions pursuant
15 to this Settlement and the Order and Judgment of final approval. Class Members will not
16 release claims until both the Effective Date of the Settlement has occurred, and Defendant
17 has paid all amounts owing under the Settlement.

18 (c) Claims Released by Participating Class Members and Aggrieved
19 Employees. Each and every Class Member, on behalf of himself or herself and his or her
20 heirs, personal representatives, agents, successors, assigns, and all others acting on their
21 behalf, unless he or she has properly elected to opt out of the Class (which will not
22 effectuate an opt-out from the PAGA claim), hereby releases the Released Parties from
23 the following claims ("Released Claims") for the entire Class Period:

24 1) include all claims, debts, liabilities, demands, obligations,
25 damages, and actions or causes of action of any kind, arising under state, federal
26 or local law, whether statutory, common law, or administrative law, at any time
27 during the Class Period, that were or could have been asserted based on factual
28 allegations in the Operative Complaint, including claims for failure to failure to
pay minimum or overtime wages, failure to provide meal and rest periods or to
pay meal and rest period premiums, failure to indemnify necessary business
expenses, failure to pay all wages due to discharged or quitting employees, failure
to reimburse necessary business expenses, failure to provide accurate itemized
wage statements; claims under California Labor Code sections 201 to 204, 210,
218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197,
1197.1, 1198, and 2698 et seq., and the Wage Orders promulgated thereunder,
California Business and Professions Code section 17200, et seq., and claims for
injunctive relief, punitive damages, penalties of any nature (including PAGA civil
penalties and statutory penalties), interest, fees, and costs).

2) in addition, as to all Class Members, whether requesting
exclusion from the Settlement or not, may not object to, opt out of, or otherwise
exclude themselves from the settlement of the claims for civil penalties alleged
pursuant to the Labor Code Private Attorneys General Act of 2004 (PAGA),
Labor Code § 2698 et seq., PAGA, and which are included in the Released
Claims.

26 Notice of the Final Approval Order and this Judgment shall be given by Plaintiff to the LWDA by
27 submission through the online system established for the filing of notices and documents, in conformity
28 with Labor Code section 2699, subdivision (1)(3).

1 Pursuant to Paragraphs 11 and 12 of the Declaration of Krystal Quiroz Regarding Notice and
2 Settlement Administration filed concurrently with Plaintiff's Motion for Final Approval of Class Action
3 Settlement on December 28, 2022, the Settlement Administrator received zero (0) requests for exclusion
4 from the Settlement.

5 This Final Approval Order and Judgment, the Settlement it reflects, and any and all acts,
6 statements, documents, or proceedings relating to the Settlement are not, and shall not be construed as, or
7 used as, an admission made by Defendant or as a finding by this Court of any fault, wrongdoing, or liability
8 on Defendant's part, or of the validity of any Released Claim or of the existence or amount of any damages.

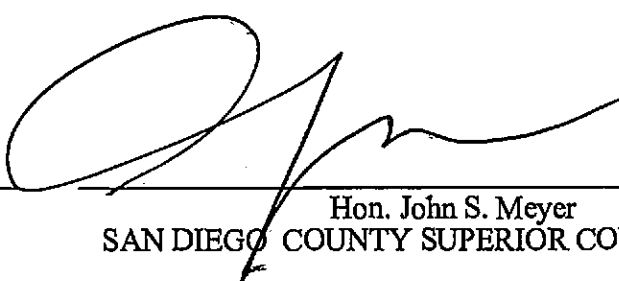
9 Distributions pursuant to the Settlement shall issue in the amounts authorized in the Final Approval
10 Order, according to the deadlines specified in the Settlement.

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

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

23 **IT IS SO ORDERED.**

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25 Dated: 1-20-23


26 Hon. John S. Meyer
27 SAN DIEGO COUNTY SUPERIOR COURT JUDGE
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