

04/05/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

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CHRISTIAN CRUZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CHRISTIAN CRUZ as an individual, and on
behalf of all others similarly situated,

Plaintiff,

v.

CHARLES E. THOMAS COMPANY, INC., a
California corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 22STCV37722

**~~PROPOSED~~ CLASS ACTION AND
PAGA SETTLEMENT FINAL
JUDGMENT**

Date: April 3, 2024
Time: 10:00 a.m.
Dept.: 9

Complaint Filed: December 2, 2022
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on April 3, 2024, pursuant to
2 California Rule of Court 3.769 and this Court's earlier Order Granting Motion for Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the
4 parties' Stipulation of Settlement (the "Settlement") and the submissions of counsel, the Court
5 hereby ORDERS as follows:

6 1. Final judgment in this matter is hereby entered in conformity with the Settlement,
7 the Preliminary Approval Order, and this Court's Order Granting Plaintiff's Motion for Final
8 Approval of Class Action Settlement, Class Representative's Service Payment, and Attorneys'
9 Fees and Costs ("Final Approval Order").

10 2. The Settlement Class is defined as: all non-exempt employees who worked for
11 Defendant at any time during the Class Period and held the job title of: (i) Construction
12 Technician; (ii) Service Technician; (iii) Construction Technician Trainee; (iv) Service
13 Technician Trainee; and/or (v) Superintendent (if such Superintendent was paid on an hourly
14 basis) ("Settlement Class Members") from December 2, 2018 through November 1, 2023 (the
15 "Class Period").

16 3. As of November 1, 2023, by virtue of this Judgment, and upon full funding of the
17 Maximum Settlement Amount, Plaintiff and every member of the Settlement Class, will fully
18 release and discharge Defendant Charles E. Thomas Company, Inc., and each of its former and
19 present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
20 successors, assigns, subsidiaries, and affiliates (collectively the "Released Parties") from all
21 Released Claims. Participating Settlement Class Members release the Released Parties from all
22 claims that were alleged, or reasonably could have been alleged, based on the Class Period facts
23 stated in the Operative Complaint and ascertained in the course of the Action, including, any and
24 all claims for: (a) failure to pay all regular wages, minimum wages, and overtime wages due
25 (including on-call wages); (b) failure to provide meal periods or compensation in lieu thereof; (c)
26 failure to provide rest periods or compensation in lieu thereof; (d) failure to provide complete,
27 accurate wage statements; (e) failure to pay wages timely at time of termination or resignation;
28 and (f) unfair business practices that could have been premised on all claims that were alleged, or

1 reasonably could have been alleged, based on the Class Period facts stated in the Operative
2 Complaint and ascertained in the course of the Action. Except as set forth above, Participating
3 Class Members do not release any other claims, including claims for vested benefits, wrongful
4 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
5 disability, social security, workers' compensation, or claims based on facts occurring outside the
6 Class Period. This release shall apply to all Participating Class Members and all claims arising
7 during the Class Period. Separate and apart from the Released Claims by Participating Class
8 Members, Plaintiff Cruz as an individual provides a complete and general release of all known or
9 unknown claims he may hold through the Effective Date of this Final Judgment. This release shall
10 apply to all Settlement Class Members, as no Settlement Class Members have elected to opt out
11 or exclude themselves from the Settlement.

12 4. In addition, upon full funding of the Maximum Settlement Amount, Plaintiff and
13 every non-exempt employee who worked for Defendant from December 2, 2021 through
14 November 1, 2023 ("Aggrieved Employees") will fully release and discharge the Released Parties
15 for any claims for civil penalties under the California Labor Code Private Attorneys General Act
16 of 2004 ("PAGA"), for claims that were alleged, or reasonably could have been alleged, based on
17 the PAGA Period facts stated in the Operative Complaint and ascertained in the course of the
18 Lawsuit and the December 2, 2022 letter Plaintiff sent to the California Labor and Workforce
19 Development Agency ("LWDA") ("PAGA Notice"), including any and all claims for civil
20 penalties for violations of Labor Code sections 201 - 204, 210, 226, 226.7, 510, 512, 516, 558,
21 1174, 1182.12, 1194, 1194.2, 1197, 1198, and 2699 (collectively, the "PAGA Released Claims"),
22 regardless of whether the Aggrieved Employee opted out from the Settlement Agreement. The
23 release period shall run from December 2, 2021 through November 1, 2023 ("PAGA Period").
24 Except as set forth above, Aggrieved Employees do not release any other claims, including claims
25 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
26 unemployment insurance, disability, social security, workers' compensation, or claims based on
27 facts occurring outside the Class Period.

28 5. This document shall constitute a final judgment pursuant to California Rule of

1 Court 3.769(h) which provides, “If the court approves the settlement agreement after the final
2 approval hearing, the court must make and enter judgment. The judgment must include a
3 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
4 judgment. The court may not enter an order dismissing the action at the same time as, or after,
5 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final
6 Approval Order, and this Judgment.

7 6. The Settlement Administrator shall file a declaration regarding the disbursement
8 of Settlement funds on or before March 26, 2025, and the date for the Final Report
9 (Nonappearance) Hearing shall be set for April 3, 2025. The declaration shall state the date the
10 checks were mailed, the total number of checks mailed to Settlement Class Members, the number
11 of checks that remain uncashed, the total value of those uncashed checks.

12 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

13 Dated: 04/05/2024
14 , 2024



Honorable Elaine Lu
Judge of the Superior Court

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney Blvd. Venice, CA 90212

On April 3, 2024 I served the document listed below on the parties in this action as follows:

- **[PROPOSED] CLASS ACTION AND PAGA SETTLEMENT
FINAL JUDGMENT**

- X (BY CASE ANYWHERE) I caused to be transmitted the document(s) described herein via CaseAnywhere listed on the attached service list.
- X (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 3, 2024 at Redondo Beach, California.



Ethan C. Surls

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