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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

URIEL OREGEL, as an individual and on behalf
of all employees similarly situated,

Plaintiff,

v.

DIABLO RANGE FRAMING, INC., a
California Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: C23-00697

[Assigned for all purposes to Hon. Charles S
Treat, Dept. 12]

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

Date: January 9, 2025
Time: 9 a.m.
Courtroom: Dept. 12
Judge: Hon. Charles S Treat

Action Filed: March 29, 2023
Trial: Not Set

1 Plaintiff URIEL OREGEL (“Plaintiff”) and Defendant DIABLO RANGE FRAMING, INC. (

2 “Defendant”) reached terms of settlement for a putative class and PAGA representative action. On or

3 about January 9, 2025, the Court issued an Order granting Plaintiff’s motion for final approval of a

4 proposed class and PAGA representative action settlement of the claims asserted against Defendant in

5 this action (“Final Approval Order”). The settlement is memorialized in the JOINT STIPULATION OF

6 CLASS ACTION AND PAGA ACTION AMENDED SETTLEMENT (see Declaration of Lilit Tunyan

7 In Support of Plaintiff’s Motion for Final Approval of Class and PAGA Representative Action

8 Settlement [Tunyan Decl.], at Exh. 1). The JOINT STIPULATION OF CLASS ACTION AND PAGA

9 ACTION AMENDED SETTLEMENT is referred to herein as the “Settlement.”

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.

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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 Settlement Class Members, and all PAGA Employees shall take

17 nothing from Defendant, except as expressly set forth in the Final Approval Order and the Settlement.

18 The Class Members are:

19 All individuals employed by Defendant in California and classified as “non-exempt” at

20 any time during the Class Period (the “Class Period” is March 29, 2019 through

21 December 8, 2023).

22 There were no objections and requests for exclusion submitted by Class Members.

23 The Court also defines the following “PAGA Employees” impacted by the proposed settlement

24 of PAGA claims:

25 All Class Members that worked at any time during the PAGA Period (the “PAGA

26 Period” is March 29, 2022 through December 8, 2023.)

27 Class action and PAGA Representative Action claims are released, pursuant to the terms of the

28 Settlement, as follows:

Upon the final approval by the Court of this Settlement and Defendant's payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representatives, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, will release claims as follows:

(a) Identity of Released Parties. The released parties are Defendant and any parent, subsidiary, affiliate, predecessor or successor, and all agents, employees (current and former), officers, directors, insurers and attorneys (collectively "Releasees").

(b) Date Release Becomes Effective. The Released Claims will be released upon the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, and Defendant has paid all amounts owing under the Settlement.

(c) Claims Released by Settlement Class Members. Each and every Class Member, himself and each of their heirs, assigns and successors, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period:

1) any and all claims stated in the Plaintiff's First Amended Complaint, or that could have been stated based on the facts alleged in the First Amended Complaint, including but not limited to state wage and hour claims (including all claims under the California Labor Code and Industrial Welfare Commission Wage Orders) for unpaid wages, minimum wage, overtime, meal periods, rest periods, wage statement violations, interest, penalties, and attorney's fees, waiting time penalties, withholding from wages and the related provisions of the California Labor Code and violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, et seq.) ("Released Claims"),

2) as to any Class Member who cashes their Settlement Payment, the signing and negotiation of that check shall serve as the Class Member's consent to join the action for purposes of releasing claims arising under the Fair Labor Standards Act that are related to the claims stated in the Complaint, implicitly or explicitly; and,

3) in addition, as to all Class Members employed during the Released PAGA Claims Period, whether requesting exclusion from the Settlement or not, claims arising under the Private Attorneys General Act of 2004, Labor Code § 2698 et seq., to the extent asserted in Plaintiff's administrative exhaustion letter submitted to the LWDA and the First Amended Complaint in this matter (i.e., the Released PAGA Claims).

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

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

4 (a) supervising the implementation, enforcement, construction, and interpretation of the
5 Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,
6 and the Judgment; and

7 (b) supervising distribution of amounts paid under this Settlement.

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9 **IT IS SO ORDERED.**

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11 Dated: _____

12 Hon. Charles S Treat
13 CONTRA COSTA COUNTY SUPERIOR COURT
14 JUDGE
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STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

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

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 Rancho Cordova, CA 95670
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**[PROPOSED] JUDGMENT FOLLOWING ORDER GRANTING FINAL APPROVAL OF CLASS AND PAGA
REPRESENTATIVE ACTION SETTLEMENT**