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

ALFREDO DURAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SCOTT CONSTRUCTION SPECIALTIES,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 23STCV05170

*[Assigned for all purposes to the Hon. Timothy
Patrick Dillon, Dept. SSC-15]*

[PROPOSED] FINAL JUDGMENT

Date: October 15, 2026
Time: 10:00 a.m.
Dept.: SSC-15

Action Filed: March 8, 2023
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on October 15, 2026,
2 pursuant to California Rule of Court 3.769 and this Court’s February 24, 2026 Order Granting
3 Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”). Having
4 considered the parties’ Class Action and PAGA Settlement Agreement and Class Notice (the
5 “Settlement”)¹ and the documents and evidence presented in support thereof, and the
6 submissions of counsel, the Court hereby ORDERS and enters JUDGMENT as follows:

7 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

10 All current and former non-exempt employees who were employed by
11 Defendant Scott Construction Specialties, Inc. in California during the
12 Class Period.

13 The Class Period is the period from March 8, 2019 to September 6, 2025.

14 2. Plaintiff Alfredo Duran is hereby confirmed as Class Representative, and Scott
15 M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of
16 Haines Law Group, APC are hereby confirmed as Class Counsel.

17 3. Notice was provided to the Settlement Class as set forth in the Settlement. The
18 form and manner of notice were approved by the Court on February 24, 2026 and the notice
19 process has been completed in conformity with the Court’s Order. The Court finds that said
20 notice was the best notice practicable under the circumstances. The Class Notice provided due
21 and adequate notice of the proceedings and matters set forth therein, informed Settlement Class
22 members of their rights, and fully satisfied the requirements of California Code of Civil
23 Procedure § 1781(e), California Rule of Court 3.769, and due process.

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27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 4. The Court finds that no Settlement Class member objected to the Settlement and
2 no Settlement Class Member has opted out of the Settlement, and that the 100% participation
3 rate in the Settlement supports final approval.

4 5. The Court hereby approves the settlement as set forth in the Settlement
5 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
6 Agreement according to its terms.

7 6. For purposes of settlement only, the Court finds that (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
9 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
10 community of interest among members of the Settlement Class with respect to the subject matter
11 of the litigation; (c) the claims of the Class Representative are typical of the claims of the
12 members of the Settlement Class; (d) the Class Representative has fairly and adequately
13 protected the interests of the Settlement Class members; (e) a class action is superior to other
14 available methods for an efficient adjudication of this controversy; and (f) Class Counsel are
15 qualified to serve as counsel for the Class Representative and the Settlement Class.

16 7. The Court orders that Defendant shall fully fund the Gross Settlement Amount,
17 and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by
18 transmitting the funds to the Administrator no later than 14 days after the Effective Date. The
19 "Effective Date" means the date by when both of the following have occurred: (a) the Court
20 enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment
21 is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating
22 Class Member objects to the Settlement, the day the Court enters Judgment; or (b) if one or more
23 Participating Class Members objects to the Settlement, the day after the deadline for filing a
24 notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day
25 after the appellate court affirms the Judgment and issues a remittitur.

1 8. The Court finds that the settlement payments, as provided for in the Settlement,
2 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
3 individual payments in conformity with the terms of the Settlement.

4 9. The Court finds that a service payment in the amount of \$10,000.00 for Plaintiff
5 Alfredo Duran is appropriate for his risks undertaken and service to the Settlement Class. The
6 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
7 Administrator make this payment in conformity with the terms of the Settlement.

8 10. The Court finds that attorneys' fees in the amount of \$166,333.33, and actual
9 litigation costs of \$12,906.49 for Class Counsel, are fair, reasonable, and adequate, and orders
10 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
11 the terms of the Settlement.

12 11. The Court orders that the Settlement Administrator shall be paid \$9,500.00 from
13 the Gross Settlement Amount for all of its work done and to be done until the completion of this
14 matter, and finds that sum appropriate.

15 12. The Court finds that the payment to the California Labor & Workforce
16 Development Agency ("LWDA") in the amount of \$30,000.00 for its 75% share of the
17 \$40,000.00 settlement of Plaintiff's representative action under the California Labor Code
18 Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the
19 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
20 of the Settlement. The remaining 25% or \$10,000.00 of the PAGA Amount is to be distributed
21 to the 297 Aggrieved Employees in conformity with the terms of the Settlement. The highest
22 Individual PAGA Payment to an Aggrieved Employee is \$156.42, and the average Individual
23 PAGA Payment to be paid is \$33.67.

24 13. After the above deductions, attorneys' fees (\$166,333.33), attorneys' litigation
25 costs (\$12,906.49), incentive payment to Plaintiff (\$10,000.00), Settlement Administrator costs
26 (\$9,500.00), and the PAGA Penalties to the LWDA and Aggrieved Employees (\$40,000.00), the
27 Net Settlement Amount of \$260,260.18 is to be distributed to 373 Settlement Class members,
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1 that worked a total of 19,798 workweeks during the Class Period, in conformity with the terms
2 of the Settlement. The lowest Individual Settlement Share to be paid to a Settlement Class
3 member is \$13.15, the highest Individual Settlement Share is \$4,524.21, and the average
4 Individual Settlement Share to be paid is \$697.75.

5 14. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
6 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant
7 separately, and in addition to, the Gross Settlement Amount.

8 15. The Court finds and determines that upon satisfaction of all obligations under the
9 Settlement and this Order, all Settlement Class members will be bound by the Settlement, will
10 have released the Released Claims as set forth in the Settlement, and will be permanently barred
11 from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

12 16. Upon satisfaction of all obligations under the Settlement and the Final Approval
13 Order, by virtue of this Judgment, all Class Members, on behalf of themselves and their
14 respective former and present representatives, agents, attorneys, heirs, administrators, successors
15 and assigns, release Defendant Scott Construction Specialties, Inc. and each of its former and
16 present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors,
17 assigns, subsidiaries, or affiliates (collectively the "Released Parties") from all claims that were
18 alleged, or reasonably could have been alleged, based on the facts stated in the Operative
19 Complaint and ascertained in regard to the following alleged violations: (1) Failure to Pay All
20 Overtime Wages Owed; (2) Failure to Pay All Minimum Wages Owed; (3) Failure to Provide
21 Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Reimburse
22 Necessary Business Expenditures; (6) Failure to Pay All Wages Owed Upon Termination; and
23 (7) Unfair Competition, and the relevant Wage Orders issued by the Industrial welfare
24 Commission, and any and all related claims for attorneys' fees and costs.

25 17. All Aggrieved Employees are deemed to release, on behalf of themselves and
26 their respective former and present representatives, agents, attorneys, heirs, administrators,
27 successors and assigns, the Released Parties from all claims for PAGA penalties that were
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1 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
2 Operative Complaint and the PAGA Notice, including but not limited to facts alleged or
3 ascertained in regard to the following alleged violations: (1) Failure to Pay All Overtime Wages
4 Owed; (2) Failure to Pay All Minimum Wages Owed; (3) Failure to Provide Meal Periods; (4)
5 Failure to Authorize and Permit Rest Periods; (5) Failure to Reimburse Necessary Business
6 Expenditures; (6) Failure to Pay All Wages Owed Upon Termination; and (7) Unfair
7 Competition, and the relevant Wage Orders issued by the Industrial welfare Commission, and
8 any and all related claims for attorneys' fees and costs.

9 18. Plaintiff and his respective former and present spouses, representatives, agents,
10 attorneys, heirs, administrators, successors and assigns generally, release and discharge Released
11 Parties from any and all claims, known or unknown, suspected or unsuspected, based on acts,
12 omissions, transactions, or occurrences that occurred during the Class Period, including but not
13 limited to all claims that were, or reasonably could have been, alleged, based on the facts
14 contained, in the Operative Complaint and all PAGA claims that were, or reasonably could have
15 been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or
16 ascertained during the Action and released as a Class Member. For purposes of Plaintiff's
17 Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any,
18 of section 1542 of the California Civil Code, which reads:

19 **A general release does not extend to claims that the creditor or**
20 **releasing party does not know or suspect to exist in his or her favor**
21 **at the time of executing the release, and that if known by him or**
22 **her would have materially affected his or her settlement with the**
23 **debtor or released party.**

24 19. The releases identified herein will only be effective on the date that Defendant
25 fully funds the Gross Settlement Amount and its share of the employer taxes.

26 20. This document shall constitute a final judgment pursuant to California Rule of
27 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
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1 approval hearing, the court must make and enter judgment. The judgment must include a
2 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
3 judgment. The court may not enter an order dismissing the action at the same time as, or after,
4 entry of judgment.”

5 21. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
6 Order, and this Judgment.

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8 **JUDGMENT IS SO ENTERED.**

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10 Dated: _____, 2026

11 Honorable Timothy Patrick Dillon
12 Judge of the Superior Court
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