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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

FREDERICK DENTON, DONTAY
HENDERSON, individually, and on behalf
of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

SLAKEY BROTHERS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 23CV010792
(Related Case No. 23CV002315)

CLASS AND REPRESENTATIVE ACTION

*Assigned for All Purposes to:
Judge Jill Talley, Department 23*

[PROPOSED] JUDGMENT

*[Filed with Plaintiffs' Notice of Motion and
Motion for Final Approval of Class and PAGA
Acton Settlement, the Declaration of Kane
Moon, the Declaration of Brian J. St. John, the
Declaration of Plaintiff Denton, the Declaration
of Plaintiff Henderson, the Declaration of Nick
Castro, and [Proposed] Final Approval Order]*

FINAL APPROVAL HEARING:

Date: October 3, 2025
Time: 9:00 a.m.
Dept.: 23

Complaint Filed: October 30, 2023
FAC Filed: June 4, 2025
Trial Date: Not Set

FILED
Superior Court of California
County of Sacramento
10/28/2025
T. Shaddix, Deputy

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1 **[PROPOSED] JUDGMENT**

2 In keeping with this Court's Order Granting Final Approval of Class and PAGA Action
3 Settlement ("Final Approval Order"), this Court **HEREBY ADJUDGES AND DECREES AS**
4 **FOLLOWS:**

5 1. Pursuant to the Code of Civil Procedure section 382, Rule 3.769 of the California
6 Rules of Court and Labor Code §§ 2698, *et seq.* ("PAGA"), this Court now enters this Final Judgment
7 pursuant to which Plaintiffs Dontay Henderson ("Plaintiff Henderson") and Frederick Denton
8 ("Plaintiff Denton") (collectively, "Plaintiffs"), Settlement Class Members, and the State of
9 California, California Labor and Workforce Development Agency ("LWDA"), shall take nothing
10 from Defendant Slakey Brothers, Inc. ("Defendant") (together with Plaintiffs, the "Parties"), except
11 as expressly set forth in the Final Approval Order and in accordance with the terms of the Parties'
12 Class Action and PAGA Settlement Agreement (the "Settlement") attached as Exhibit 1 to the
13 Declaration of Kane Moon in Support of Plaintiffs' Motion for Final Approval of Class and PAGA
14 Action Settlement.

15 2. No Requests for Exclusion were received. Accordingly, all Class Members remain in
16 the Class as Settlement Class Members and are bound by this Final Judgment and the accompanying
17 Final Approval Order, and are barred from pursuing, or seeking to reopen, any of the Released Class
18 Claims and Released PAGA Claims.

19 3. Pursuant to the Rules of Court, Rule 3.771(a), this Final Judgment, hence, binds the
20 following Class or Class Members:

21 (a) all current and former employees who worked for Defendant in
22 California as a non-exempt employee at any time during the Class
23 Period; and (b) all current and former employees who were
24 employed, classified, and paid as exempt employees in the job title
25 Technical Product Specialist ("TPS") or Specialized Inside Sales
Representative ("Specialized ISR") by Defendant in California
during the Class Period. "Class Period" means from April 27, 2020
to and including April 29, 2025.

26 4. With regard to the PAGA release component of the Settlement, this Final Judgment,
27 hence, binds the State of California and the following PAGA Group Members:

1 (a) all current and former employees who worked for Defendant in
2 California as a non-exempt employee at any time during the PAGA
3 Period; and (b) all current and former employees who were
4 employed, classified, and paid as exempt employees in the job titles
TPS or Specialized ISR by Defendant in California during the PAGA
Period. The “PAGA Period” is from May 20, 2022 through and
including April 29, 2025.

5 **5. Release:**

6 5a. “Released Parties” means Defendant Slakey Brothers, Inc., and all affiliated
7 predecessor and successor entities, and each such entity’s respective present and former subsidiaries,
8 affiliates, parents, agents, executive-, management-, and supervisor-level employees, members,
9 investors, partners, owners, directors, officers, attorneys, trustees, insurers, representatives,
10 predecessors, successors and assigns.

11 5b. Settlement Class Release. Upon the Effective Date, and Defendant has fully
12 funded the Gross Settlement Amount and all employer payroll taxes, all Settlement Class Members
13 shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have,
14 expressly released, waived, and relinquished the Released Class Claims. Settlement Class Members
15 shall not sue or otherwise make a claim against any of the Released Parties for any of the Released
16 Class Claims and shall be barred from filing any actions, claims, complaints, or proceedings against
17 any of the Released Parties relating to the Released Class Claims with any court or agency (including
18 without limitation the California Division of Labor Standards Enforcement), or from initiating any
19 other proceedings against any of the Released Parties for any of the Released Class Claims.
20 Settlement Class Members’ release, waiver, and relinquishment of the Released Class Claims shall
21 preclude them from participating in any judgment or settlement of any of the Released Class Claims
22 in any other class, collective, or representative action.

23 i. “Released Class Claims” means all claims, debts, liabilities, demands,
24 obligations, damages, and actions or causes of action of any kind, for the duration of
25 the Class Period, that are alleged in the Operative Complaint for the Action, or that
26 could have been alleged against any of the Released Parties based on the facts asserted
27 in the Denton Action complaint, Henderson Action Second Amended Complaint
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1 (“SAC”), or the Operative Complaint for the Action, including (without limitation)
2 claims for any and all alleged or actual failures to timely, fully, properly, or completely
3 pay any minimum wages, regular wages, overtime or double time premium wages,
4 meal or rest period premiums, or other alleged wages owed, including failure to pay
5 overtime or double time wages at the regular rate of pay (including but not limited to
6 Labor Code sections 510, 1198, 1194, 1194.2, 1197, 1197.1); any and all alleged or
7 actual failures to comply with meal or rest period requirements (including but not
8 limited to Labor Code sections 226.7 and 512); any and all alleged or actual failures to
9 provide proper, accurate, timely, adequately descriptive, or complete wage statements
10 or pay stubs (including but not limited to Labor Code section 226); any and all alleged
11 or actual failures to pay all wages or compensation owed to fired, resigning, or
12 otherwise terminated employees (including but not limited to Labor Code sections 201,
13 202, and 203); any and all alleged or actual failure to fully or properly reimburse or
14 indemnify employment-related expenses (including but not limited to Labor Code
15 Sections 2800 and 2802); any and all alleged or actual unfair business practices; any
16 and all alleged or actual failure to properly classify employees as exempt from
17 overtime and other requirements under California and federal law; any and all alleged
18 or actual failure to keep accurate payroll records (including but not limited to Labor
19 Code section 1174); any and all alleged or actual failures to pay employees in
20 compliance with Labor Code section 204; any and all claims that employees were
21 misclassified as exempt; and any and all alleged or actual failures to pay any interest
22 or penalties owed as a result of any and all of the foregoing (including but not limited
23 to Labor Code sections 210, 226.3, and 558).

24 5c. PAGA Group Release. Upon the Effective Date, and Defendant has fully
25 funded the Gross Settlement Amount and all employer payroll taxes, all PAGA Group Members and
26 the State of California shall be deemed to have, and by operation of the Final Approval Order and
27 Judgment shall have, expressed released, waived, and relinquished the Released PAGA Claims.
28 PAGA Group Members shall be barred from bringing, joining, or otherwise participating in a PAGA

1 representative action or otherwise making, joining, or otherwise participating in a claim against any
2 of the Released Parties for any of the Released PAGA Claims, and the State of California shall also
3 be barred from pursuing recovery of any civil penalties from any of the Released Parties for any of
4 the Released PAGA Claims.

5 i. “Released PAGA Claims” means all claims for civil penalties under
6 PAGA for the duration of the PAGA Period that were alleged in the Denton Action
7 complaint filed on October 30, 2023, in the Henderson Action SAC filed on November
8 18, 2024, in the Operative Complaint for the Action, or any of the PAGA Notices, or
9 that could have been alleged based on the facts asserted in the Denton Action complaint
10 filed on October 30, 2023, in the Henderson Action SAC filed on November 18, 2024,
11 in the Operative Complaint, or in any of the PAGA Notices, against any of the Released
12 Parties, including (without limitation) for any and all alleged or actual failures to
13 timely, fully, properly, or completely pay any minimum wages, regular wages,
14 overtime or double time premium wages, meal or rest period premiums, or other
15 alleged wages owed, including failure to pay overtime or double time wages at the
16 regular rate of pay (including but not limited to Labor Code sections 510, 1198, 1194,
17 1194.2, 1197, 1197.1); any and all alleged or actual failures to comply with meal or
18 rest period requirements (including but not limited to Labor Code sections 226.7 and
19 512); any and all alleged or actual failures to provide proper, accurate, timely,
20 adequately descriptive, or complete wage statements or pay stubs (including but not
21 limited to Labor Code section 226); any and all alleged or actual failures to pay all
22 wages or compensation owed to fired, resigning, or otherwise terminated employees
23 (including but not limited to Labor Code sections 201, 202, and 203); any and all
24 alleged or actual failure to fully or properly reimburse or indemnify employment-
25 related expenses (including but not limited to Labor Code Sections 2800 and 2802);
26 any and all alleged or actual unfair business practices; any and all alleged or actual
27 failure to properly classify employees as exempt from overtime and other requirements
28 under California and federal law; any and all alleged or actual failure to keep accurate

1 payroll records (including but not limited to Labor Code section 1174); any and all
2 alleged or actual failures to pay employees in compliance with Labor Code section
3 204; any and all claims that employees were misclassified as exempt; and any and all
4 alleged or actual failures to pay any interest or penalties owed as a result of any and all
5 of the foregoing (including but not limited to Labor Code sections 210, 226.3, and
6 558).

7 5d. Plaintiffs' General Release. Upon the Effective Date, and Defendant has fully
8 funded the Gross Settlement Amount and all employer payroll taxes, Plaintiff Henderson and Plaintiff
9 Denton, and each of their successors, assigns, heirs, personal representatives, and all those who claim
10 through them or who assert claims on their behalf, shall each be deemed to have, and by operation
11 of the Final Approval Order and Judgment shall have, expressly released, waived, and relinquished
12 any and all claims, demands, rights, liabilities, and causes of action they have or have ever had against
13 any of the Released Parties, whether for economic damages, noneconomic damages, exemplary
14 damages, penalties, restitution, injunctive or declaratory relief, interest, attorneys' fees, costs, or any
15 other forms of monetary or non-monetary relief in any way arising out of or relating to any facts,
16 transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act
17 from the beginning of time to the date they sign the Settlement, including but not limited to any
18 claims arising from or related to their employment by Defendant or the termination of such
19 employment and/or labor services. This general release by Plaintiff Henderson and Plaintiff Denton
20 shall become effective upon the Effective Date and include all statutory claims, common law claims
21 (including but not limited to those sounding in contract, tort, and equity), and claims for
22 compensation to the fullest extent permitted by law. Plaintiff Henderson and Plaintiff Denton each
23 further agree not to sue or otherwise make a claim against any of the Released Parties for any of the
24 claims that are released herein.

25 i. **Waiver of Civil Code Section 1542.** Plaintiff Henderson and Plaintiff
26 Denton each acknowledge that the general release herein, pertaining to them
27 individually, includes potential claims and costs that may not be known or suspected
28 by them to exist, and they each hereby expressly and affirmatively waive and relinquish

1 any and all rights and benefits which may otherwise exist relating to the claims released
2 in Section 5.6 pursuant to Civil Code section 1542, and any similar law of any state or
3 territory of the United States. Civil Code section 1542 states as follows: A GENERAL
4 RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
5 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
6 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
7 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
8 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

9 6. Pursuant to Code of Civil Procedure section 664.6 and Rules of Court, Rule 3.769(h),
10 the Court shall retain jurisdiction solely with respect to the interpretation, implementation, and
11 enforcement of the terms of the Settlement and all orders and judgments entered in connection
12 therewith.

13 7. In accordance with California Rule of Court 3.771(b), notice of this Final Judgment
14 shall be given to the Class by the Settlement Administrator, who will post an electronic copy on its
15 website for no less than ninety (90) calendar days following entry hereof.

16 8. The Parties shall bear their own respective attorneys' fees and costs, except as
17 otherwise provided for in the Settlement and approved by the Court.

18 9. This Final Judgment and the concurrently filed Final Approval Order are intended
19 to be a final disposition of the Action in its entirety and are intended to be immediately appealable.

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21 **IT IS SO ADJUDGED.**

22 DATE: 10/28/2025



23 *Jill Talley*
24 The Honorable Jill Talley
25 Judge of the Superior Court, Sacramento County
26 Jill H. Talley, Judge
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