

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

APR 08 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: CCH, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE**

WALTER CRUZ and ANTONIO ANGELO
LARRANAGA, individuals, on behalf of
themselves, and on behalf of all persons similarly
situated, on behalf of himself, and on behalf of all
persons similarly situated,

Plaintiffs,

v.

TRISTRUX LLC, a Delaware limited liability
company, LEONE ELECTRIC COMPANY
LLC, a Delaware limited liability company; and
DOES 1-50, Inclusive,

Defendants.

Case No: 30-2024-01395710-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:
Judicial Officer Hon. William Claster
Dept: CX103

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT AND JUDGMENT**

Hearing Date: April 4, 2025

Hearing Time: 9:00 a.m.

Complaint Filed: April 23, 2024

Reservation ID:

Plaintiffs Walter Cruz and Antonio Angelo Larranaga ("Plaintiffs") with Defendants TriStrux, LLC and Leone Electric Company, LLC ("Defendants") moved for approval of the proposed settlement of Plaintiffs' claims for civil penalties under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California Labor Code section 2699(l).

Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as a private attorneys general with respect to the PAGA claims being released under the terms of the Private Attorneys General Act (PAGA) PAGA Settlement Agreement ("Settlement Agreement"). The California Labor Workforce Development Agency ("LWDA") was provided with notice of the settlement and the motion for approval of the settlement

1 via its online process and no objection has been received to the settlement or the motion from the
2 LWDA. Plaintiffs seek approval of the settlement, including the Gross Settlement Amount (“GSA”)
3 of \$370,000.00. The PAGA Settlement Agreement (the “Settlement Agreement”), as modified by
4 the Court provides that a PAGA Payment of \$231,158.00 shall be paid from the \$370,000.00 GSA.
5 The Settlement Agreement, as modified by the Court, also provides that (1) \$111,000.00 be paid to
6 PAGA Counsel for payment of attorneys’ fees; (2) PAGA Counsel’s litigation costs of \$18,842.00;
7 (3) \$4,000.00 be paid to the Settlement Administrator for the cost of administration of the
8 settlement; and (4) \$2,500 to be paid to each Plaintiff (a total of \$5,000.00) as a PAGA
9 Representative Service Award. The Net Settlement Amount is the amount remaining from the
10 Gross Settlement Amount after the deduction of the Claims Administration Costs, Plaintiffs
11 ‘Service Award and PAGA Counsel Award. The Administrator will be Apex Class Action LLC.
12 The sum of any settlement checks not cashed within 180 days, or the extended deadline as provided
13 in the Settlement Agreement, will be transmitted to the State Controller’s Unclaimed Property Fund
14 in the name of the Aggrieved Employees who did not cash their checks. The Court approved the
15 Gross Settlement Amount and the distributions of the Gross Settlement Amount as set forth above.

16 The Labor Workforce Development Agency (“LWDA”) was provided with notice of the
17 settlement and the motion via its online process and no objection has been received to the settlement
18 or the motion.

19 As of the date of this Order and Judgment, in exchange for consideration set forth in the
20 Parties’ agreement, Plaintiffs, the LWDA and the State of California shall release Released Parties
21 from the Released PAGA Claims during the PAGA Period. ^{per the terms of the} ~~The Released Parties are defined as~~
22 ~~Defendants and any of its or their past or present parent corporations, subsidiaries, divisions~~
23 ~~(whether incorporated or unincorporated), predecessors, successors, and assigns and each of its or~~
24 ~~their past or present officers, directors, employees, owners, stockholders, members, partners,~~
25 ~~investors, insurers, agents and representatives. The Released PAGA Claims include means all~~
26 ~~PAGA claims for civil penalties under California Labor Code §§ 2698 et seq., predicated on the~~
27 ~~California Labor Code violations that are asserted in the LWDA Notice and operative complaint,~~
28 ~~or which could have been asserted in the Action, including, but are not limited to, civil penalties~~

1 pursuant to Labor Code section 2699, *et seq.* for violations of Labor Code sections §§ 200, 201,
2 202, 203, 204, 210, 226, 226(a), 226.3, 226.7, 226.8, 227.3, 245, *et seq.*, 510, 512, 558, 1174,
3 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 2699, 2802 and all applicable Industrial Welfare
4 Commission Wage Orders during the PAGA Period, including, without limitation, all PAGA claims
5 related to all minimum wage, overtime, meal and rest break, wage statement, waiting time,
6 reimbursable business expense, wage, bonus, incentive compensation, timekeeping, work hour,
7 alternative workweek schedule, vacation, paid time off, record keeping, personnel record, pay
8 period, seating, or employee notice violations. The PAGA Period is the period between June 21,
9 2022 through January 27, 2025.

10 Good cause appearing based on the reasons set forth in the motion for approval, the Court
11 hereby GRANTS the motion and approves the PAGA settlement as set forth in the Settlement
12 Agreement and the Gross Settlement Amount, which shall be allocated and paid out as set forth in
13 the Settlement Agreement. The "Aggrieved Employees" are all non-exempt employees who are or
14 previously were employed by TrStrux, LLC or Leone Electric Company, LLC, and performed work
15 in California during the period of June 21, 2022 to January 27, 2025.

16 Neither the Settlement Agreement nor the settlement contained therein, nor any act
17 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is
18 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
19 PAGA Released Claims; or (ii) is or may be deemed to be or may be sued as an admission of, or
20 evidence of, any fault or omission by Defendant or any of the Released Parties in any civil, criminal,
21 or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
22 any of the Released Parties may file the Settlement Agreement and/or the separate Judgment from
23 this action in any other action that may be brought against it or them in order to support a defense
24 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
25 settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or
26 similar defense or counterclaim.

27 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
28 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and

1 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
2 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
3 the distribution of settlement benefits.

4 **IT IS SO ORDERED AND ADJUDGED, LET JUDGMENT BE FORTHWITH**
5 **ENTERED ACCORDINGLY.**

6
7 DATED: April 8, 2025


HON. WILLIAM D. CLASTER
JUDGE OF THE SUPERIOR COURT