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Attorneys for Defendant

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

MILTON RAMON SANTA CRUZ,
individually, and on behalf of other
members of the general public similarly
situated;

Plaintiff,

v.

TECTONIC TRANSPORT, a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 30-2023-01320697-CU-OE-CXC

Assigned for All Purposes to:
Honorable Randall J. Sherman
Department CX-105

CLASS ACTION

**AMENDMENT TO THE JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT**

Hearing Date: April 18, 2025
Hearing Time: 10:00 a.m.
Hearing Place: Department CX-105

Complaint Filed: April 21, 2023
FAC Filed: March 21, 2024
Trial Date: None Set

1 This Amendment to the Joint Stipulation of Class Action and PAGA Settlement is
2 entered into by Plaintiff Milton Ramon Santa Cruz (“Plaintiff”) on her own behalf and on
3 behalf of all members of the Class on the one hand and Defendant Tectonic Transport
4 (“Defendant”) on the other.

5 **RECITALS**

6 1. On April 4, 2024, the Parties fully executed the Joint Stipulation of Class Action
7 and PAGA Settlement (“Settlement Agreement”) representing the long-form agreement
8 submitted to the Court for approval.

9 2. On July 29, 2024, Plaintiff submitted the Settlement Agreement to the Court for
10 approval, which was set for hearing on December 13, 2024.

11 3. On December 11, 2024, the Court issued a tentative ruling ordering the Parties
12 to modify portions of the Settlement Agreement (and exhibits), as well as provide supplemental
13 information for the Court’s review.

14 4. Thereafter, the Parties met and conferred and agreed to modify certain portions
15 of the Settlement Agreement (and exhibits) consistent with the Court’s order and hereby submit
16 this Amendment to the Joint Stipulation of Class Action and PAGA Settlement.

17 **STIPULATION**

18 **1. Section I(E) previously read as follows:**

19 **Class:** All current and former hourly-paid or non-exempt employees of Defendant
20 within the State of California at any time during the period from April 21, 2019 through April
21 12, 2024 or the date when the number of workweeks estimated at 21,157 increases by 10%,
22 whichever date is earlier.

23 **Section I(E) shall now read as follows:**

24 **Class:** All current and former hourly-paid or non-exempt employees of Defendant
25 within the State of California at any time during the period from April 21, 2019 through April
26 12, 2024.

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28 ///

1 **2. Section I(J) previously read as follows:**

2 **Class Period:** The time period from April 21, 2019 through April 12, 2024 or the date
3 when the number of workweeks estimated at 21,157 increases by 10%, whichever date is
4 earlier.

5 **Section I(J) shall now read as follows:**

6 **Class Period:** The time period from April 21, 2019 through April 12, 2024.

7 **3. Section I(S) previously read as follows:**

8 **Eligible Aggrieved Employees:** The aggrieved employees eligible to recover
9 settlement funds from the PAGA Payment that consist of all current and former hourly-paid or
10 non-exempt employees of Defendant within the State of California at any time during the
11 period from March 14, 2023 through April 12, 2024 or the date when the number of workweeks
12 estimated at 21,157 increases by 10%, whichever date is earlier.

13 **Section I(S) shall now read as follows:**

14 **Eligible Aggrieved Employees:** The aggrieved employees eligible to recover
15 settlement funds from the PAGA Payment that consist of all current and former hourly-paid or
16 non-exempt employees of Defendant within the State of California at any time during the
17 period from March 14, 2023 through April 12, 2024.

18 **4. Section I(CC) previously read as follows:**

19 **PAGA Period:** The time period from March 14, 2023 through April 12, 2024 or the
20 date when the number of workweeks estimated at 21,157 increases by 10%, whichever date is
21 earlier.

22 **Section I(CC) shall now read as follows:**

23 **PAGA Period:** The time period from March 14, 2023 through April 12, 2024.

24 **5. Section I(II) previously read as follows:**

25 **Released Claims:** As of the Effective Date and upon Defendant's fulfillment of its
26 payment obligations set forth below, the claims that Plaintiff and the other Participating Class
27 Members are releasing in exchange for the consideration provided for by this Agreement are
28 defined as all class claims pled or that could have been pled, whether known or unknown, that

1 arise out of the same set of operative facts or are related to the allegations contained in the
2 Action and First Amended Complaint in the Action or any other claims that could have been
3 asserted in the Action and First Amended Complaint in the Action based on the facts alleged.
4 This includes, but not limited to: (1) minimum wages (including any claims for additional
5 wages owed due to “off-the-clock” work); (2) overtime and double time wages (including, but
6 not limited to, failure to properly calculate the regular rate of pay to those who worked
7 overtime and earned incentive pay); (3) meal and rest breaks; (4) failure to keep time records;
8 (5) wage statement violations; (6) separation pay violations; (7) unreimbursed business
9 expenses; (8) untimely payment of wages; (9) failure to maintain records; and (10) unfair
10 business practices. The definition of Released Claims covers all the claims described above.
11 The Released Parties shall be entitled to a release of the Released Claims which occurred only
12 during the Class Period and during such time that the Participating Class Member was
13 classified as hourly-paid or non-exempt. The Released Claims expressly exclude all other
14 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
15 disability, social security, workers’ compensation, claims while classified as exempt, and
16 claims outside of the Class Period.

17 **Section I(II) shall now read as follows:**

18 **Released Claims:** As of the Effective Date and upon Defendant’s fulfillment of its
19 payment obligations set forth below, the claims that Plaintiff and the other Participating Class
20 Members are releasing in exchange for the consideration provided for by this Agreement are
21 defined as all claims that are asserted in the Complaint or that could be asserted based on the
22 facts alleged in the Complaint that arise out of the same set of operative facts in the Action.
23 This includes, but not limited to: (1) minimum wages (including any claims for additional
24 wages owed due to “off-the-clock” work); (2) overtime and double time wages (including, but
25 not limited to, failure to properly calculate the regular rate of pay to those who worked
26 overtime and earned incentive pay); (3) meal and rest breaks; (4) failure to keep time records;
27 (5) wage statement violations; (6) separation pay violations; (7) unreimbursed business
28 expenses; (8) untimely payment of wages; (9) failure to maintain records; and (10) unfair

1 business practices. The definition of Released Claims covers all the claims described above.
2 The Released Parties shall be entitled to a release of the Released Claims which occurred only
3 during the Class Period and during such time that the Participating Class Member was
4 classified as hourly-paid or non-exempt. The Released Claims expressly exclude all other
5 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
6 disability, social security, workers' compensation, claims while classified as exempt, and
7 claims outside of the Class Period.

8 **6. Section III(H)(2) previously read as follows:**

9 **Tax Withholdings.** Each Individual Settlement Share will be apportioned as follows:
10 twenty percent (20%) as wages and eighty percent (80%) as penalties and interest. The amounts
11 paid as wages shall be subject to all tax withholdings customarily made from an employee's
12 wages and all other authorized and required withholdings and shall be reported by an IRS Form
13 W-2. Payment of all amounts will be made subject to backup withholding unless a duly
14 executed IRS Form W-9 is received from the payee(s). The amounts paid as penalties and
15 interest shall be subject to all authorized and required withholdings other than the tax
16 withholdings customarily made from employees' wages and shall be reported by an IRS Form
17 1099. The employees' share of payroll tax withholdings and other legally required
18 withholdings shall be withheld from the portion of each Individual Settlement Share attributed
19 to wages. Eligible Aggrieved Employees' portion of the PAGA Payment will be allocated as
20 one hundred percent (100%) penalties and shall be reported by an IRS Form 1099.

21 **Section III(H)(2) shall now read as follows:**

22 **Tax Withholdings.** Each Individual Settlement Share will be apportioned as follows:
23 thirty-three and one-third percent (33.33%) as wages and sixty-six and two-third percent
24 (66.67%) as penalties and interest. The amounts paid as wages shall be subject to all tax
25 withholdings customarily made from an employee's wages and all other authorized and
26 required withholdings and shall be reported by an IRS Form W-2. Payment of all amounts will
27 be made subject to backup withholding unless a duly executed IRS Form W-9 is received from
28 the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and

1 required withholdings other than the tax withholdings customarily made from employees'
2 wages and shall be reported by an IRS Form 1099. The employees' share of payroll tax
3 withholdings and other legally required withholdings shall be withheld from the portion of each
4 Individual Settlement Share attributed to wages. Eligible Aggrieved Employees' portion of the
5 PAGA Payment will be allocated as one hundred percent (100%) penalties and shall be
6 reported by an IRS Form 1099.

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Dated: 01/07/2025

MILTON RAMON SANTA CRUZ

MRS C

Dated: _____

TECTONIC TRANSPORT

Name:

Title:

APPROVED AS TO FORM

Dated: January 15, 2025

JUSTICE LAW CORPORATION



Douglas Han, Esq.

Shunt Tatavos-Gharajeh, Esq.

Attorneys for Plaintiff

Dated: _____

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

Tim L. Johnson, Esq.

Nikolas T. Djordjevski, Esq.

Keenan P. O'Connor, Esq.

Yousaf M. Jafri, Esq.

Attorneys for Defendant

1 Dated: _____

MILTON RAMON SANTA CRUZ

2
3
4 Dated: 07-Feb-2025

TECTONIC TRANSPORT

Signed by:



Name: Nicholas Arellano

Title: Owner

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9 **APPROVED AS TO FORM**

10
11 Dated: _____

JUSTICE LAW CORPORATION

12
13 _____
14 Douglas Han, Esq.
15 Shunt Tatavos-Gharajeh, Esq.
16 *Attorneys for Plaintiff*

17 Dated: February 10, 2025

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

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19 
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21 Tim L. Johnson, Esq.
22 Nikolas T. Djordjevski, Esq.
23 Keenan P. O'Connor, Esq.
24 Yousaf M. Jafri, Esq.
25 *Attorneys for Defendant*

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is manderson@justicelawcorp.com.

On February 21, 2025, I served the foregoing document described as

AMENDMENT TO THE JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

for the following case: **Santa Cruz v. Tectonic Transport**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-1016599-24**
Court Case No.: 30-2023-01320697-CU-OE- CXC
Orange County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[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 February 21, 2025, at Pasadena, California.



Mariah Anderson