

MAR - 5 2024

1 **JCL LAW FIRM, APC**
Jean-Claude Lapuyade (State Bar #248676)
2 Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
3 5440 Morehouse Drive, Suite 3600
4 San Diego, CA 92121
Telephone: (619)599-8292
5 Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
6 scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com

8 **ZAKAY LAW GROUP, APLC**
Shani O. Zakay (State Bar #277924)
9 5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
10 Telephone: (619)255-9047
11 Facsimile: (858) 404-9203
shani@zakaylaw.com

12 Attorneys for Plaintiff ALAN CARRILLO RODRIGUEZ

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF SAN JOAQUIN**

16 ALAN CARRILLO RODRIGUEZ, an
individual, on behalf of themselves, and on
17 behalf of all persons similarly situated,

18 Plaintiff,

19 v.

20 TITAN WORKFORCE, a California
21 Corporation; and DOES 1-50, Inclusive;

22 Defendants.
23
24
25
26
27
28

Case No.: STK-CV-UOE-2022-0003036

~~PROPOSED~~ JUDGMENT

Date: March 28, 2024

Time: 9:00 a.m.

Judge: Hon. Barbara A. Kronlund

Dept.: 10D

Filed **MAR 28 2024**
STERHANIE BOHRER, CLERK
By *Alison Stille*
DEPUTY

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Class Counsel Award and Class Representative Service
3 Award duly came on for hearing on March 28, 2024, before the above-entitled Court. The parties
4 having settled this action and the Court having entered an Order Granting Motion for Final
5 Approval of Class Action and PAGA Settlement and good cause appearing therefor,

6 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

7 1. The certification of the Class is confirmed for the purposes of settlement. The
8 Class is defined as "all current and former hourly-paid or nonexempt employees employed by
9 Defendant in California during the Class Period [April 26, 2018, through May 10, 2023]."

10 2. All persons who meet the foregoing definition are Settlement Class Members,
11 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

12 3. Except as set forth in the Agreement, the Order Granting Motion for Final
13 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
14 members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys'
15 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for
16 Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

17 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
18 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
19 supervise and adjudicate any dispute arising from or in connection with the distribution of
20 settlement benefits.

21 5. As of the date the Defendant funds the Total Settlement Amount, Plaintiff and each
22 Settlement Class Member has released the "Released Parties" from the "Class Released Claims"
23 as set forth in the Agreement.

24 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

25 (a) The "Class Released Claims" are defined all claims, rights, demands,
26 liabilities, and causes of action under state, federal, or local law, including those under the Labor
27 Code, Wage Orders, regulations, and/or other provisions of law, whether known or unknown,
28 arising out of the claims expressly pleaded in the Action, or that could reasonably have been pled

1 in the Action, based on the factual allegations contained in the operative complaints and PAGA
2 letters and any amendments thereto, or facts that were ascertained during the pendency of the
3 Action, including, without limitation, the following categories: (1) failure to pay overtime wages;
4 (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay
5 minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages
6 during employment; (7) failure to provide compliant wage statements; (8) failure to reimburse
7 necessary business expenses; (9) failure to keep accurate records; and (10) violation of
8 California's unfair competition law arising from the violations of the California Labor Code
9 outlined above. The Class Released Claims expressly exclude any and all claims for civil penalties
10 arising under the Labor Code Private Attorneys General Act, which are separately released.

11 (b) The "Released Parties" are defined as Defendant Titan Workforce, a
12 California Corporation, and any of their former and present parents, subsidiaries, affiliates,
13 divisions, corporations in common control, predecessors, successors, and assigns, as well as all
14 past and present officers, directors, employees, partners, members, managers, indemnitees,
15 shareholders, agents, attorneys, insurers, clients of Defendant, joint employers, entities with whom
16 Defendant contracted to provide construction staff, construction site employers of the Class
17 Members and Aggrieved Employees, any other successors, assigns, or legal representatives, and
18 all persons acting by or through or in concert with any of them, and each of them, including any
19 person or entity which Class Members and Aggrieved Employees might seek to hold liable as joint
20 employers for the claims asserted or that could have been asserted in the Action. The Parties agree
21 that the release provided under this Agreement is intended to fully and completely resolve all
22 claims or potential claims for which the Class Representative, Class Members, and Aggrieved
23 Employees have or could have against any person or entity relating to work performed as an
24 employee of Defendant and that specifically listing every entity by name would be unduly lengthy
25 and burdensome. Accordingly, the Parties agree that the Class Members and Aggrieved
26 Employees are expressly releasing any person or entity described in this definition, even if the
27 entity is not specifically named.

28 ///

1 7. As of the date the Defendant funds the Total Settlement Amount, the Plaintiff, the
2 Labor and Workforce Development Agency ("LWDA"), the State of California, and each
3 "Aggrieved Employee" have released the Released Parties from the "PAGA Released Claims" for
4 the "PAGA Period" as set forth in the Agreement.

5 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

6 (a) The "Aggrieved Employees" are defined as all current and former hourly-
7 paid or non-exempt employees employed by Defendant in California during the PAGA Period.

8 (b) The "PAGA Period" is defined as the period from February 10, 2021,
9 through May 10, 2023.

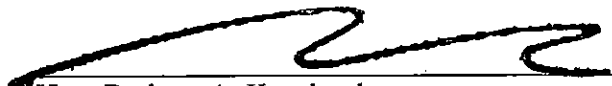
10 (c) The "PAGA Released Claims" are defined as all PAGA claims alleged in
11 the operative Complaint and Plaintiff's PAGA notice to the LWDA which occurred during the
12 PAGA Period, or that reasonably could have been alleged in the operative Complaint and
13 Plaintiff's PAGA notice to the LWDA, and expressly excludes all other claims, including claims
14 for vested benefits, wrongful termination, unemployment insurance, disability, social security,
15 workers' compensation, and PAGA claims outside of the PAGA Period.

16 9. This Court hereby grants final approval and awards the following: (i) Two Hundred
17 Thirty-Six Thousand, Eight Hundred Four Dollars and Thirty-Six Cents (\$236,804.36) for the
18 Class Counsel Award, comprised of one-third of the Total Settlement Amount, or Two Hundred
19 Sixteen Thousand, Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$216,666.66) and
20 litigation expenses in the amount of Twenty Thousand, One Hundred Thirty-Seven Dollars and
21 Seventy Cents (\$20,137.70); (ii) the Class Representative Service Award to Class Representative,
22 Alan Carrillo Rodriguez, in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) in
23 exchange for a general release; (iii) Settlement Administration Costs of Twelve Thousand Dollars
24 and Zero Cents (\$12,000.00) to Apex Class Action LLC; (iv) Twenty-Two Thousand, Five
25 Hundred Dollars and Zero Cents (\$22,500.00) (75% of the PAGA Penalty Amount) to the Labor
26 and Workforce Development Agency ("LWDA Payment"); and Seven Thousand, Five Hundred
27 Dollars and Zero Cents (\$7,500.00) (25% of the PAGA Penalty Amount) allocated to the
28 Aggrieved Employees.

1 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
2 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
3 California Labor Code section 2699(1)(3).

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

6 DATED: **MAR 9 8 2024**, 2024
7

8
9 
10 Hon. Barbara A. Kronlund
11 JUDGE OF THE SUPERIOR COURT
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28