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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION

DEC - 5 2018

BY Ashley Mulcahy
ASHLEY MULCAHY, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

DENNIS CARR; individually and on behalf of other members of the general public similarly situated and on behalf of aggrieved employees pursuant to the Private Attorneys General Act (PAGA),

Plaintiff,

v.

SO-CAL STRUCTURAL STEEL FABRICATION, INC., a California corporation, and DOES 1 through 100, inclusive,

Defendants.

Case No. CIVDS1605828

Assigned for All Purposes to:
Honorable Thomas S. Garza
Department S27

CLASS ACTION

~~PROPOSED~~ JUDGMENT

Hearing Date: December 5, 2018
Hearing Time: 8:30 a.m.
Hearing Place: Department S27

Complaint Filed: April 20, 2016
Jury Trial: None Set

COPY

1 The parties having settled this action and the Court having entered a Final Approval Order
2 and good cause appearing, **IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED**
3 **THAT:**

4 1. Except as set forth in the Stipulation and Settlement of Class Action Claims
5 (“Settlement,” “Agreement,” or “Settlement Agreement”) and Final Approval Order, Named
6 Plaintiff Dennis Carr, and all members of the Class, shall take nothing by their Complaint in this
7 action.

8 2. Each party shall bear its own attorneys’ fees and costs, except as otherwise
9 provided in the Settlement Agreement and Final Approval Order.

10 3. Each Class Member has released the Released Claims against the Defendant and/or
11 any of the Released Parties. All Class Members who have not timely opted out of the Settlement
12 shall be permanently enjoined and forever barred from asserting any of the Released Claims
13 against the Released Parties, according to the terms of the Settlement.

14 4. As used in paragraph 3 above, the quoted terms have the meanings set forth below:

15 (a) “Class Member” means all non-exempt employees of Defendant So-Cal Structural
16 Steel Fabrication, Inc. who worked in California during the period from April 20,
17 2012 to July 31, 2018.

18 (b) “Released Parties” means Defendant So-Cal Structural Steel Fabrication, Inc., and
19 its past, present, or future parents, subsidiaries and affiliated corporations, and their
20 past, present or future officers, directors, employees, partners, members,
21 shareholders and agents and any other successors, assigns, or legal representatives,
22 including but not limited to So-Cal Structural Steel Fabrication, Inc.

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1 (c) "Released Claims" means:

2 The Class Members shall fully and finally release and discharge Defendant
3 and its former and present parents, predecessors, successors, subsidiaries
4 and affiliated corporations and their officers, directors, employees, partners,
5 shareholders and agents and any other successors, assigns or legal
6 representatives, including but not limited to So-Cal Structural Steel
7 Fabrication, Inc., from April 20, 2012 to July 31, 2018, of any and all
8 claims, that were pled or could have been pled based on the factual
9 allegations in the operative complaint. Released Claims include all claims
10 for unpaid wages, including, but not limited to, failure to pay minimum
11 wage, overtime compensation, and interest; missed meal period and rest-
12 period wages; reimbursement for all necessary business expenses; payment
13 for all hours worked, including off- the-clock work; wage statements;
14 failure to keep accurate records; unfair business practices; penalties,
15 including, but not limited to, recordkeeping penalties, wage statement
16 penalties, minimum-wage penalties, and waiting-time penalties; and
17 attorneys' fees and costs. Released Claims also include all such claims
18 arising under the California Labor Code (including, but not limited to,
19 sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194,
20 1197, 1197.1, 1197.2, 1198, 2698 et seq., and 2802); the Wage Orders of
21 the California Industrial Welfare Commission; California Business and
22 Professions Code section 17200 et seq.; and the California common law of
23 contract.

24 Named Plaintiff stipulates and agrees that he shall be deemed to have, and
25 by operation of the Final Judgment shall have, expressly waived and
26 relinquished, to the fullest extent permitted by law, the provisions, rights
27 and benefits of Section 1542 of the California Civil Code, or any similar
28 provision under federal or state law as to the generally released claims,
which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN
HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
THE DEBTOR.**

5. After entry of this Judgment, pursuant to California Rules of Court, Rule 3.769(h)
and California Code of Civil Procedure section 664.6, the Court reserves exclusive and continuing
jurisdiction over the Action, the Named Plaintiff, the Class Members, and Defendant for the
purposes of supervising the implementation, enforcement, construction, administration and
interpretation of the Settlement Agreement and this Judgment.

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