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**FILED**

**KERN COUNTY SUPERIOR COURT**

12/24/2024

BY Mata, Vanesa

DEPUTY

Attorneys for Plaintiff, HANI ALMORISI, on behalf of himself and all others similarly situated and aggrieved

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

HANI ALMORISI, as an individual and on  
behalf of all others similarly situated and  
aggrieved,

Plaintiff,

v.

M. A. MORTENSON COMPANY, a  
Minnesota corporation; EDWARDS  
SANBORN SOLAR III, LLC, a Delaware  
limited liability company, dba Mortenson  
Edwards & Sanborn Solar; and DOES 1  
through 100, inclusive,

Defendants.

CASE NO.: BCV-23-100727  
(Related Case No. BCV-23-101522)

[Assigned to the Hon. T. Mark Smith in Dept.  
T2]

~~[PROPOSED]~~ JUDGMENT

1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of the Class Action and Representative  
3 Action Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court's Order Granting Motion  
5 for Final Approval of Class Action and Representative Action Settlement ("Order Granting Final  
6 Approval") and the parties' Joint Stipulation Re: Class Action and Representative Action Settlement  
7 ("Settlement," "Agreement" or "Settlement Agreement"). All terms used herein shall have the same  
8 meaning as defined in the Settlement Agreement.

9 2. Pursuant to the Court's Order Granting Preliminary Approval of the Settlement  
10 Agreement as well as the Court's Order Granting Final Approval and the Settlement Agreement,  
11 defendant M.A. Mortenson Company ("Defendant") must fund the settlement account with  
12 \$2,950,000.00 as well as Employers' Taxes and any other funds required by the parties' Settlement  
13 Agreement in accordance with the terms of the Settlement Agreement. All funds shall be disbursed  
14 to Plaintiff's Counsel, Plaintiff, the Labor Workforce and Development Agency, the Settlement  
15 Administrator, Class Members and Aggrieved Employees pursuant to the Order Granting Final  
16 Approval and Settlement Agreement. The funds associated with uncashed expired checks shall be  
17 considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure  
18 section 384 ("Unpaid Residue"). The Unpaid Residue plus any interest, if any, as provided in  
19 California Code of Civil Procedure § 384, shall be transmitted as follows: to Legal Aid at Work,  
20 180 Montgomery Street, Suite 600, San Francisco, California 94104, for use in Kern County in the  
21 manner set out in the Settlement Agreement.

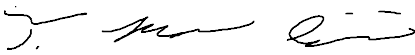
22 3. All Class Members who did not timely opt out from the settlement are barred from  
23 pursuing, or seeking to reopen, any of the released claims, as defined in the Settlement Agreement.  
24 Consistent with the definitions provided in the Settlement Agreement, the settlement class consists  
25 of: all current and former non-exempt employees who worked at any time for Defendant from March  
26 9, 2019 to April 14, 2024 ("Class Period") in California ("Settlement Class Members")

27 4. This document shall constitute a Judgment for purposes of California Rules of Court,  
28 Rule 3.769(h).

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**IT IS SO ORDERED, ADJUDGED AND DECREED.**

Dated: December 24, 2024, 2024

  
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Judge of the Superior Court  
Signed: 12/24/2024 10:27 AM  
Honorable T. Mark Smith

BCV-23-100727  
Almorisi v M.A. Mortenson Company