

OCT 22 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

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**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 David A. Hoffer
Department CX-103

CLASS ACTION

**[PROPOSED] AMENDED ORDER
OF FINAL APPROVAL AND
JUDGMENT**

RELATED TO ROA NO. 99

Hearing Date: October 20, 2025
Hearing Time: 1:30 p.m.
Hearing Place: Department CX-103

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

1 This matter came before Honorable David A. Hoffer in Department CX-103 of the
2 above-entitled Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701,
3 on Plaintiff Milton Ramon Santa Cruz's ("Plaintiff") Motion for Final Approval of Class Action
4 Settlement, Attorney Fee Award, Cost Award, and Class Representative Enhancement Payment.

5 On April 18, 2025, the Court entered an Order Preliminarily Approving the Class Action
6 Settlement ("Preliminary Approval Order"), preliminarily approving the settlement of the
7 above-entitled case per the Joint Stipulation of Class Action and PAGA Settlement and
8 Amendment to the Joint Stipulation of Class Action and PAGA Settlement ("Settlement
9 Agreement," "Settlement," or "Agreement").

10 Having reviewed the Settlement Agreement, duly considered the papers and oral
11 argument, and good cause appearing:

12 **THE COURT ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

13 All terms used herein shall have the same meaning as defined in the Settlement
14 Agreement and Preliminary Approval Order. This Court has jurisdiction over the claims of the
15 Class Members asserted in this proceeding and over all Parties to this case. The Court finds that
16 the applicable requirements of Code of Civil Procedure section 382 and Rule of Court 3.769, *et*
17 *seq.*, have been satisfied. The Court makes its earlier provisional certification of the Class set
18 forth in the Preliminary Approval Order final. The Class is defined to include:

19 All current and former hourly-paid or non-exempt employees of Defendant
20 Tectonic Transport ("Defendant") within the State of California at any time
21 during the period from April 21, 2019 through April 12, 2024 ("Class," "Class
Members," and "Class Period").

22 Eligible Aggrieved Employees is defined to include:

23 The aggrieved employees eligible to recover settlement funds from the PAGA
24 Payment that consist of all current and former hourly-paid or non-exempt
25 employees of Defendant within the State of California at any time during the
period from March 14, 2023 through April 12, 2024. ("Eligible Aggrieved
Employees" and "PAGA Period").

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1 The Notice of Class Action Settlement ("Class Notice") and Request for Exclusion Form
2 ("Exclusion Form") (collectively, known as the "Notice Packet") that were mailed to the Class
3 Members: (1) fully and accurately informed the Class Members of all material elements of the
4 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
5 exclusion from the Settlement; (2) was the best notice practicable under the circumstances; (3)
6 was valid, due, and sufficient notice to all the Class Members; and (4) complied fully with the
7 laws of California, Constitution, due process, and other applicable law. The Notice Packet fairly
8 and adequately described the Settlement and provided the Class Members with adequate
9 instructions and variety of means to obtain additional information.

10 The Court grants final approval of the Agreement and finds that the Agreement
11 reasonable, adequate, and in the best interests of the Class. The Court finds that the: (1)
12 Agreement was reached following meaningful discovery and investigation conducted by Class
13 Counsel; (2) Agreement is the result of serious, informed, adversarial, and arm's-length
14 negotiations between the Parties; and (3) terms of the Agreement are fair, adequate, and
15 reasonable. The Court considered all the evidence presented, including the evidence regarding
16 the strength of the case, risk, expense, and complexity of the claims presented, likely duration of
17 further litigation, amount offered in the Agreement, extent of the investigation and discovery
18 completed, and experience and views of Class Counsel.

19 The Agreement is not an admission by Defendant, nor is this Order and Judgment a
20 finding of the validity of any allegations or any wrongdoing. Neither this Order and Judgment,
21 the Agreement, nor any document referred to herein, nor any action taken to carry out the
22 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing,
23 omission, concession, or liability whatsoever by or against Defendant.

24 A full and fair opportunity was afforded to the Class Members to participate in the Final
25 Approval Hearing, and all the Class Members and other persons wishing to be heard have been
26 heard. The Class Members had a full and fair opportunity to exclude themselves from the
27 Settlement. Accordingly, the Court determines that all the Class Members who did not submit
28 requests for exclusion to the Settlement Administrator are bound by this Order and Judgment.

1 The Court considered that only three (3) valid requests for exclusion were submitted by
2 the Class Members Brian Daily, Evelyn Jones-White, and Rhema Corrales. The Court also
3 considered that no objections and no disputes were submitted by the Class Members.

4 It is ordered that the Settlement Administrator shall distribute settlement payments to all
5 the Class Members who did not submit valid and timely requests to exclude themselves from
6 the Settlement ("Participating Class Members") according to the methodology and terms set
7 forth in the Settlement Agreement.

8 Pursuant to Code of Civil Procedure section 384, it is ordered that the Class Members
9 and Eligible Aggrieved Employees must cash or deposit their settlement checks within one
10 hundred eighty (180) calendar days after the checks are mailed to them. Uncashed settlement
11 checks will be paid to the California State Controller's Unclaimed Property Division in
12 accordance with California Unclaimed Property Law so that the Participating Class Member
13 and/or Eligible Aggrieved Employee will have their settlement share available to them per the
14 applicable claim procedure to request that money from the State of California.

15 The plan of allocation and distribution of the Gross Settlement Amount is fair, adequate,
16 and reasonable, and is approved. It is ordered that Defendant will pay the Gross Settlement
17 Amount of \$275,000 in accordance with the methodology and terms set forth in the Agreement.

18 The Court finds that the request for the Attorney Fee Award falls within the range of
19 reasonableness and that the results achieved justify the award sought. The Attorney Fee Award
20 is fair, reasonable, and appropriate and is approved. It is ordered that the Settlement
21 Administrator will issue payment of the Attorney Fee Award of \$82,500 to Class Counsel
22 according to the methodology and terms set forth in the Settlement Agreement.

23 Pursuant to the Settlement Agreement, Class Counsel can request for the Cost Award for
24 the reimbursement of costs and expenses of up to \$20,000. The Court finds that the
25 reimbursement of costs and expenses of \$17,847.96 incurred by Class Counsel is reasonable
26 and is approved. It is ordered that the Settlement Administrator will issue payment of the Cost
27 Award of \$17,847.96 to Class Counsel for the reimbursement of costs and expenses according
28 to the methodology and terms set forth in the Settlement Agreement.

1 The Court finds that the Class Representative Enhancement Payment sought by Plaintiff
2 for the time and effort dedicated to this matter and risks and sacrifices incurred for undertaking
3 this matter is fair and reasonable and is approved. It is ordered that the Settlement Administrator
4 will issue a payment of the Class Representative Enhancement Payment of \$5,000 to Plaintiff
5 according to the methodology and terms set forth in the Settlement Agreement.

6 It is ordered that the Settlement Administrator shall pay itself \$10,550 as the
7 Administration Costs for the services performed and costs incurred according to the
8 methodology and terms set forth in the Settlement Agreement. The Settlement Administrator
9 has submitted an invoice alongside its declaration filed concurrently herewith.

10 The Court finds that the allocation of \$10,000 toward penalties under PAGA is fair,
11 reasonable, and appropriate and is approved. The Settlement Administrator shall distribute the
12 PAGA Payment as follows: seventy-five percent (75%) of the PAGA Payment (\$7,500) shall be
13 paid to the California Labor and Workforce Development Agency ("LWDA"), and twenty-five
14 percent (25%) of the PAGA Payment (\$2,500) shall be distributed to Eligible Aggrieved
15 Employees, on a pro rata basis according to the methodology and terms set forth in the
16 Settlement Agreement.

17 As of the Effective Date and upon Defendant's fulfillment of its payment obligations,
18 Participating Class Members shall fully and finally release and discharge the Released Parties
19 from the Released Claims.

20 As of the Effective Date and upon Defendant's fulfillment of its payment obligations,
21 the LWDA and any other representative, proxy, or agent thereof, including, but not limited to,
22 Plaintiff and any and all Eligible Aggrieved Employees, shall fully and finally release and
23 discharge the Released Parties from the PAGA Released Claims.

24 As of the Effective Date and upon Defendant's fulfillment of its payment obligations set
25 forth above and in exchange for the Class Representative Enhancement Payment, Plaintiff
26 provides a general release of claims. Plaintiff shall also be deemed to have expressly waived
27 and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of
28 Civil Code section 1542, or any other similar provision under federal or state law.

1 The Court sets a compliance hearing on June 1, 2026 at 1:30 p.m. in Department CX-
2 103. At least sixteen (16) calendar days before this hearing, Plaintiff shall file a compliance
3 status report. Pursuant to Code of Civil Procedure section 384, the compliance status report
4 shall specify the total amount paid to the Participating Class Members and residual of the
5 unclaimed settlement funds that will be paid to the entity identified as the recipient of such
6 funds in the Settlement Agreement.

7 Pursuant to Rules of Court, Rule 3.769(h), after entry of this Order and Judgment, the
8 Court shall retain continuing jurisdiction to construe, interpret, implement, and enforce the
9 Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement
10 benefits, and to supervise and adjudicate any dispute arising from or in connection with the
11 distribution of settlement benefits.

12 The relevant settlement documents were posted on the static website that was created for
13 the Class Members by the Settlement Administrator. The notice of entry of judgment shall be
14 provided by the Settlement Administrator to the Class Members by posting the judgment on the
15 static website that was created for the Class Members.

16 The Court finds that this case is fully and finally resolved by the Settlement Agreement
17 without a finding of liability by any party and that nothing herein is or should be construed as an
18 admission of liability by Defendant.

19 Plaintiff shall submit a copy of this Order and Judgment to LWDA within ten (10)
20 calendar days after entry of this Order and Judgment.

21 This Court ORDERS, ADJUDGES, AND DECREES judgment is entered into in
22 accordance with the terms of this Order and Judgment and the Agreement.

23
24 **IT IS SO ORDERED.**

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26 DATED: 10/22/25

David A. Hoffer
HONORABLE DAVID A. HOFFER
SUPERIOR COURT JUDGE