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AUG 05 2026

Superior Court of California
County of Tuolumne

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Attorneys for Plaintiff Rodrigo Cruz Garcia

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

RODRIGO CRUZ GARCIA, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

XL CONCRETE MASONRY, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CV66568

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
Motion for Final Approval, the Declaration of
Kane Moon, the Declaration of Plaintiff, the
Declaration of Nathalie Hernandez, and
[Proposed] Judgment]*

FINAL APPROVAL HEARING

Date: August 5, 2026

Time: 8:30 a.m.

Dept.: 5

Commissioner Steven S. Streger

Complaint Filed: October 21, 2024

Trial Date: None Set

**ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION
SETTLEMENT**

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2 **[PROPOSED] FINAL APPROVAL ORDER**

3 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

4 On March 4, 2026, the Court entered an Order which granted Plaintiff's Motion for
5 Preliminary Approval of Class and Representative Action Settlement, granted conditional class
6 certification, approved the format of the Class Notice, and set a Final Approval Hearing (the
7 "Preliminary Approval Order"), thereby preliminarily approving a settlement of the above-entitled
8 action (the "Action") that was reached between Plaintiff Rodrigo Cruz Garcia ("Plaintiff") and
9 Defendant XL Concrete Masonry, LLC ("Defendant") (together with Plaintiff, the "Parties"), in
10 accordance with the Parties' Joint Stipulation of Class and Representative Action Settlement
11 Agreement (the "Settlement"). The Settlement is attached as **Exhibit 1** to the Declaration of Kane
12 Moon in Support of Plaintiff's Motion for Final Approval of Class and Representative Action
13 Settlement.

14 The Court now has before it Plaintiff's Motion for Final Approval of Class and
15 Representative Action Settlement, including a motion for payment of the Class Counsel Fees
16 Payment, Class Counsel Expenses Payment, Class Representative Service Payment, Administration
17 Expenses Payment, and PAGA Penalties, and whether the Settlement should be finally approved as
18 fair, reasonable, and adequate as to Class Members (collectively "Motion for Final Approval"), as
19 well as a [Proposed] Final Approval Order.

20 Due and adequate notice having been given to Class Members, and the Court having reviewed
21 the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations
22 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
23 any oral argument, and good cause appearing,

24 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

25 1. The Court, for purposes of this Final Approval Order, incorporates by reference all
26 terms and definitions as set forth in the Settlement.

27 2. Plaintiff's Motion for Final Approval came before Department 5 of this Court,
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1 Commissioner Steven S. Streger presiding, on August 5, 2026

2 3. The Court finds that the Settlement was made and entered into in good faith, the terms
3 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
4 investigation conducted by Plaintiff and his counsel of record ("Class Counsel"); is the result of
5 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
6 meets the requirements for final approval. In so finding, the Court has considered all the evidence
7 presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and
8 complexity of the claims presented; the likely duration of further litigation; the settlement amount
9 offered; the extent of investigation and discovery completed; and the experience and views of Class
10 Counsel. The Court has further considered the absence of any objections and opt-outs from the
11 Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff's Motion for Final Approval and
12 **ORDERS** Judgment to be entered in accordance with the terms herein.

13 4. The Court certifies, for settlement purposes only, the following class ("Class
14 Members"): all current and former hourly-paid, non-exempt employees of Defendant in California
15 employed from February 11, 2023, through December 21, 2025. (Settlement, ¶¶ 1.3, 1.10.)

16 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
17 are still bound by the settlement and release of the PAGA claims or remedies under the Judgment
18 pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded from the
19 Settlement do not apply to the PAGA claims.

20 6. The release of the Released PAGA Claims shall bind the following individuals
21 ("Aggrieved Employees"): all current and former non-exempt employees of Defendant in the State of
22 California from October 20, 2023, through December 21, 2025. (*Id.* at ¶¶ 1.29, 1.31.)

23 7. The Court finds that Plaintiff has exhausted all administrative remedies required to
24 bring the PAGA claims asserted in this Action and is authorized to act as private attorney general
25 with respect to the PAGA claims being released under the Settlement. The Court further finds that
26 pursuant to California Labor Code section 2699(f)(2), the California Labor and Workforce
27 Development Agency ("LWDA") was given timely notice of the Settlement, has not objected, and is
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1 therefore bound by this Final Approval Order.

2 8. The deadline to submit a Request for Exclusion or to submit written Objections to the
3 Settlement was June 5, 2026.

4 9. No Request for Exclusion was received. Accordingly, all 239 Class Members remain
5 in the Class and are bound by this Final Approval Order and the accompanying Judgment.

6 10. The Court finds that a full opportunity has been afforded to Class Members to object
7 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
8 opportunity to object to the Settlement. No written Objections were received, and no Class Members
9 appeared at the Final Approval Hearing to present any Objections.

10 11. The Class Notice, which was attached as Exhibit A to the Settlement and provided to
11 the Class pursuant to the plan for distribution described under the Settlement, conformed with the
12 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
13 practicable under the circumstances, by providing individual and adequate notice of the proceedings
14 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
15 requirements of due process and provided the Class Members with adequate instructions and a variety
16 of means to obtain additional information.

17 12. Effective on the date Defendant fully funds the entire Gross Settlement Amount and
18 separately pays all employer payroll taxes, Plaintiff, Participating Class Members, and Aggrieved
19 Employees will release claims against the Released Parties as follows: (Settlement, ¶, 5.)

20 a. "Released Parties" means: Defendant and all of its present and former owners,
21 members, parent companies, subsidiaries, joint venturers, and licensees, and all of
22 their shareholders, officers, directors, employees, agents, insurers, successors, and
23 assigns. (*Id.* at ¶ 1.40.)

24 b. Plaintiff's Release. Plaintiff fully and finally releases and discharges the Released
25 Parties from any and all charges, complaints, claims, and liabilities of any kind or
26 nature whatsoever, known or unknown, suspected or unsuspected ("claim(s)") which
27 Plaintiff, at any time heretofore, had or claimed to have or which Plaintiff may have
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1 or shall in the future claim to have, including, without limitation, any and all claims
2 related or in any manner incidental to Plaintiff's employment. (*Id.*, at ¶ 5.0.) Plaintiff
3 understands he is releasing potentially unknown claims, and that Plaintiff may have
4 limited knowledge with respect to some of the claims being released. (*Id.*) Plaintiff
5 acknowledges there is a risk that, after signing the agreement, Plaintiff may learn
6 information that might have affected Plaintiff's decision to enter into the Agreement.
7 (*Id.*) Plaintiff assumes this risk and all other risks of any mistake in entering into the
8 Agreement. (*Id.*) Plaintiff agrees that the Agreement is fairly and knowingly made.
9 (*Id.*) Plaintiff represents and warrants that Plaintiff has all necessary authority to enter
10 into the Agreement and that Plaintiff has not transferred any interest in any claims to
11 any spouse or to any other third party. (*Id.*)

12 1) Plaintiff's Waiver of Rights Under California Civil Code Section 1542:

13 For purposes of Plaintiff's Release, Plaintiff expressly waives and
14 relinquishes the provisions, rights, and benefits, if any, of section 1542
15 of the California Civil Code, which reads: **A general release does not**
16 **extend to claims that the creditor or releasing party does not know**
17 **or suspect to exist in his or her favor at the time of executing the**
18 **release, and that if known by him or her would have materially**
19 **affected his or her settlement with the debtor or Released Party.** (*Id.*,
20 at ¶ 5.0.1.)

21 2) The Parties understand the word "claim(s)" to include all actions,
22 complaints, claims, and grievances, whether actual or potential, known or
23 unknown, and specifically but not exclusively, all claims arising out of
24 Plaintiff's employment with Defendant, including, but not limited to, any
25 and all claims under the California Fair Employment and Housing Act, the
26 Age Discrimination in Employment Act, Title VII or any other statute, rule
27 or regulation relating to Plaintiff's employment with Defendant and under
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1 which Plaintiff has made a claim or could make a claim against Defendant
2 (collectively, "Plaintiff's Released Claims"). (*Id.* at ¶ 5.0.2.) Plaintiff's
3 Released Claims shall not waive: (i) claims for unemployment or
4 workers' compensation benefits; (ii) any vested rights Plaintiff has
5 under ERISA-covered benefit plans as applicable on the date Plaintiff
6 signs the Agreement, and/or claims concerning such rights; (iii) claims
7 that may arise after Plaintiff signs the Settlement; or (iv) claims which
8 cannot be released by private agreement. (*Id.*)

9 c. Release by Participating Class Members: All Participating Class Members fully and
10 finally release and discharge the Released Parties from any and all claims, debts,
11 liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages,
12 and causes of action that were alleged or that reasonably could have been alleged
13 based on the facts alleged in the Operative Complaint. (*Id.* at ¶ 5.1.) This release
14 includes, without limitation, a release of all claims alleged in the Operative
15 Complaint for alleged failure to pay minimum wages, failure to pay overtime
16 compensation, failure to provide meal periods, failure to authorize and permit rest
17 breaks, failure to indemnify necessary business expenses, failure to pay all unpaid
18 wages at termination, failure to provide accurate itemized wage statements, violation
19 of California Business and Professions Code §§ 17200, *et seq.*, and statutory waiting
20 time penalties based on the foregoing (collectively, the "Released Class Claims").
21 (*Id.*)

22 1) The Released Class Claims exclude claims not permitted by law and are
23 limited to claims arising during the Class Period. (*Id.* at ¶ 5.1.1.)

24 d. Release by Aggrieved Employees: All Aggrieved Employees fully and finally release
25 and discharge the Released Parties from any and all claims for civil penalties, and
26 attorneys' fees and costs, under PAGA that were alleged or that reasonably could
27 have been alleged based on the facts alleged in the Operative Complaint or PAGA
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1 Notice, including, but not limited to, failure to pay minimum wages, failure to pay
2 overtime compensation, failure to provide meal periods, failure to authorize and
3 permit rest breaks, failure to indemnify necessary business expenses, failure to pay
4 all unpaid wages at termination, and failure to provide accurate itemized wage
5 statements (collectively, the "Released PAGA Claims"). (*Id.* at ¶ 5.2.)

6 1) The Released PAGA Claims are limited to claims arising during the PAGA
7 Period and do not release any Aggrieved Employees' claims for wages or
8 statutory penalties. (*Id.* at ¶ 5.2.1.) In light of the binding nature of a PAGA
9 judgment on non-party employees under *Arias v. Sup. Ct. (Angelo Dairy)*
10 (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011)
11 796 F.Supp.2d 1246, individuals otherwise meeting the definition of an
12 Aggrieved Employee who are eligible to receive an Individual PAGA
13 Payment shall be deemed to have released the Released PAGA Claims,
14 regardless of whether his or her check for the Individual PAGA Payment is
15 cashed or not, and regardless of whether he or she is a Non-Participating
16 Class Member. (*Id.*)

17 13. The Parties shall bear their own respective attorneys' fees and costs, except as
18 otherwise provided for in the Settlement and approved by the Court.

19 14. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
20 the methodology used to calculate Individual Class Payments and Individual PAGA Payments to
21 Participating Class Members and Aggrieved Employees, respectively, are fair and reasonable. Thus,
22 the Court authorizes the Administrator to calculate and pay individual settlement shares in
23 accordance with the terms of the Settlement.

24 15. Defendant shall fully fund the Gross Settlement Amount (\$269,000.00), and also fund
25 the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting such funds to
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1 the Administrator within 14 calendar days of the Effective Date.¹

2 16. No later than 14 days after Defendant funds the Gross Settlement Amount, the
3 Administrator will mail checks for Individual Class Payments, Individual PAGA Payments, LWDA
4 PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class
5 Representative Service Payment, and Administration Expenses Payment.

6 17. A total amount of \$15,000.00 shall be allocated as the "PAGA Penalties," payable
7 from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as
8 follows: 65% (\$9,750.00) to the LWDA ("the LWDA PAGA Payment") and 35% (\$5,250.00) to
9 Aggrieved Employees (the "Individual PAGA Payments").

10 18. The Court finds Plaintiff has adequately represented the Class and therefore confirms
11 the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to
12 any recovery that Plaintiff is eligible to receive as a Participating Class Member and Aggrieved
13 Employee, the Court approves and orders a service award to Plaintiff in the amount of \$7,500.00 (the
14 "Class Representative Service Payment"), payable from the Gross Settlement Amount, for his
15 significant contributions and participation throughout all stages of the litigation, for the risks and
16 duties attendant to his role as the Class Representative, and for his general release of claims against
17 the Released Parties.

18 19. The Court confirms the appointment of Moon Law Group, PC, as Class Counsel, for
19 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
20 apparent conflicts of interest with Plaintiff, other Class Members, or the Administrator, and have
21 adequately represented Class interests. The Court approves and orders the payments to Class
22 Counsel, payable from the Gross Settlement Amount, of \$89,666.67 for reasonable attorneys' fees
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24
25 ¹ "Effective Date" means the date by when both of the following have occurred: (a) the Court enters
26 a Judgment on its Final Approval Order; and (b) the Judgment is final. (Settlement, ¶ 1.16.) The
27 Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member
28 objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class
Member(s) objects to the Settlement, the day after the deadline for filing a notice for appeal from
the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court
affirms the Judgment and issues a remittitur. (*Id.*)

1 (the "Class Counsel Fees Payment"), and **\$23,421.45** for reimbursement of out-of-pocket costs (the
2 "Class Counsel Expenses Payment"). The Court finds that these amounts are reasonable considering
3 the benefits provided to the Class.

4 20. The Court confirms the appointment of ILYM Group, Inc. as the Administrator, who
5 has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
6 Settlement Administrator of **\$7,950.00** ("Administration Expenses Payment"), payable from the
7 Gross Settlement Amount, for settlement administration.

8 21. Pursuant to California Code of Civil Procedure section 384(b), any Class Member
9 whose Individual Class Payment check or Individual PAGA Payment check is uncashed and
10 cancelled after 180 days after the date of mailing (the "Void date"), or for any Class Member whose
11 envelope is returned and no forwarding address can be located for the Class Member after reasonable
12 efforts have been made, the Administrator shall transmit the funds represented by such checks to the
13 California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving
14 no "unpaid residue".

15 22. In accordance with California Rule of Court 3.771(b), notice of the concurrently
16 filed Judgment will be given to the Class by the Administrator, who will post an electronic copy
17 on its website for no less than ninety (90) calendar days following entry thereof.

18 23. This Final Approval Order and the concurrently filed Judgment are intended to be a
19 final disposition of the Action in its entirety and are intended to be immediately appealable.

20 24. The obligations set forth in the Settlement are deemed part of this Final Approval
21 Order and the concurrently filed Judgment, and the Parties and the Administrator are ordered to
22 carry out the Settlement according to its terms and provisions.

23 25. Following entry of the concurrently filed Judgment, and without affecting the finality
24 thereof, pursuant to California Rules of Court Rule 3.769, *et seq.* and California Code of Civil
25 Procedure section 664.6, the Court shall retain jurisdiction over the Parties, Action, and the
26 Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing
27 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted
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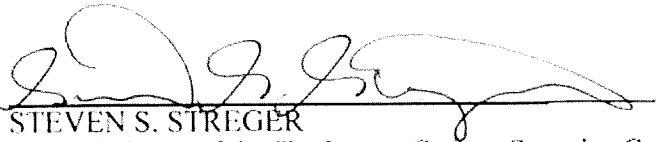
1 by law.

2 26. The Settlement is finally approved but is not an admission by Defendant of the
3 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
4 law. Neither the Settlement nor any related document shall be offered or received in evidence in
5 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
6 necessary to consummate or enforce the Settlement.

7 27. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on
8 12/11/26 at 8:30 a.m. in Department ~~2~~² Class Counsel are ordered to file a final
9 report and declaration by the Administrator regarding settlement distribution no later than
10 12/2/26. No appearance will be required at the Compliance Hearing if the
11 Administrator's declaration reports that all the distributions under the Agreement are complete.

12 **IT IS SO ORDERED.**

13 DATE: 8/5/26

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STEVEN S. STREGER
Commissioner of the Tuolumne County Superior Court