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13 **MARCO ANTONIO SANTACRUZ**

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES**

16 MARCO ANTONIO SANTACRUZ,
17 individually and on behalf of others similarly
18 situated, and as an aggrieved employee and
19 Private Attorney General;

20 Plaintiff,

21 vs.

22 RESOURCE ENVIRONMENTAL, INC.,
23 a California corporation and DOES 1 through
24 50, inclusive,

25 Defendants.

Case No.: 23STCV13093

*Assigned for All Purposes to the Hon.
Samantha P. Jessner, Dept. 7*

**AMENDED ~~[PROPOSED]~~ FINAL ORDER
AND JUDGMENT**

Date: May 6, 2025

Time: 10:00 a.m.

Dept.: 7

Complaint filed: June 8, 2023

FAC filed: August 14, 2023

Trial Date: None Set

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

2 The above-referenced Class and PAGA Action ("Action") having come before the Court
3 on May 6, 2025, for a hearing and Final Order Approving Class Action and PAGA Settlement
4 and Judgment ("Final Order"), consistent with the Court's Preliminary Approval Order
5 ("Preliminary Approval Order"), and as set forth in the Class Action and PAGA Settlement
6 Agreement and Class Notice (hereinafter "Settlement" or "Agreement"), and due and adequate
7 notice having been given to all Class Members as required in the Preliminary Approval Order,
8 and the Court having considered all papers filed and proceedings had herein and otherwise being
9 fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND**
10 **DECREED AS FOLLOWS:**

11 1. All terms used herein shall have the same meaning as defined in the Agreement.

12 2. Consistent with the definitions provided in the Agreement, the term "Class" and
13 "Class Members" shall mean the following: "All current and former non-exempt employees of
14 Defendant who were employed in the State of California at any time from June 8, 2019 through
15 July 31, 2024."

16 3. This Court has jurisdiction over the subject matter of this Action and over all
17 Parties to this Action, including all Class Members.

18 4. Distribution of the Notice directed to the Class Members as set forth in the
19 Agreement and the other matters set forth therein has been completed in conformity with the
20 Preliminary Approval Order, including individual notice to all Class Members who could be
21 identified through reasonable effort, and the best notice practicable under the circumstances. The
22 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
23 including the proposed Settlement set forth in the Agreement, to all persons entitled to such
24 Notice, and the Notice fully satisfied the requirements of due process. All Class Members and all
25 Released Claims are covered by and included within the Settlement and this Final Order.

26 5. The Court hereby finds the Settlement was entered into in good faith pursuant to
27 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
28 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the

standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

6. The Court hereby approves the Settlement set forth in the Agreement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified as a class for settlement purposes only.

7. Upon remittance of the Gross Settlement Amount by Defendant to the Settlement Administrator, all Participating Class Members shall fully release and discharge Defendant Resource Environmental, Inc. as named by Plaintiff in the operative complaint, and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers ("Released Parties") from all claims, rights, demands, liabilities and causes of actions that are alleged, or reasonably could have been alleged, based on the facts alleged in the operative complaint in the Action, including factual claims regarding Defendant's alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation. in lieu thereof; (iv) failure to pay wages timely at time of termination or resignation; (v) failure to provide timely pay wages during employment; (vi) failure to provide complete, accurate wage statements;

1 (vii) failure to reimburse necessary business expenses; and (viii) unfair business practices. This
2 release shall apply to claims arising during the Class Period ("Released Class Claims"). Also,
3 PAGA Members shall release claims arising under PAGA during the PAGA Period which are
4 defined as all claims under the California Labor Code Private Attorneys General Act of 2004 for
5 civil penalties that could have been premised on the facts alleged both in Plaintiff's June 8, 2023
6 PAGA Letter to the LWDA and in the operative complaint including but not limited to penalties
7 that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699.
8 (the "Released PAGA Claims").

9 7. Named Plaintiff Marco Antonio Santacruz ("Plaintiff"), for himself only, also fully
10 releases the Released Parties from any and all Released Claims and also generally releases and
11 discharges the Released Parties from all claims related to his employment or alleged employment
12 with the Defendants including all claims alleged in the Action, and all claims known and
13 unknown, without exception, except as may be prohibited by law. Specifically, Plaintiff waives
14 all rights and benefits afforded by California Civil Code Section. Specifically, Plaintiff waives
15 all rights and benefits afforded by California Civil Code Section 1542, which provides:

16
17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
18 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
19 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
20 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
21 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
22 DEBTOR OR RELEASED PARTY.

23 This release specifically excludes claims for unemployment insurance, disability, social
24 security, and workers compensation (with the exception of claims arising pursuant to California
25 Labor Code Sections 132(a) and 4553).

26 8. No Class Member has objected to the terms of the Settlement.

27 9. A single Class Member has requested to be excluded from the terms of the
28 Settlement, Ramon Covarrubias. Accordingly, 648 out of 649 (99.85%) of the Participating Class
Members are bound by this Judgment.

1 10. The Court finds the settlement payments provided for under the Agreement to be
2 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement,
3 the Court orders Defendant to fund the Gross Settlement Amount of Settlement Agreement, within
4 thirty (30) calendar days of Final Approval, Defendant shall deposit the first of three installments
5 of the Gross Settlement Amount in the amount of Three Hundred Twenty-Five Thousand Dollars
6 and No Cents (\$325,000.00), into a Qualified Settlement Fund ("QSF") to be established by the
7 Settlement Administrator. Defendant shall deposit the second installment payment of One
8 Hundred Sixty-Two Thousand Five Hundred Dollars and No Cents (\$162,500.00) into the QSF
9 within six months of the first installment payment. Defendant shall deposit the third and final
10 installment payment of One Hundred Sixty Two Thousand Five Hundred Dollars and No Cents
11 (\$162,500.00) into the QSF within six months of the second installment payment. No later than
12 seven (7) calendar days of the full funding of the Settlement, the Settlement Administrator will
13 issue payments for: (1) Individual Class Payments for all Participating Class Members; (2)
14 Individual PAGA Payments to all Aggrieved Employees; (3) the LWDA PAGA Payment; (4)
15 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (5) the Class
16 Representative Enhancement Award to Plaintiff; and (6) Settlement Administration Costs. *See*
17 Settlement Agreement ¶¶ 40, 41.

18 11. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
19 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
20 of one third (1/3) the Gross Settlement Amount, \$216,666.67, and attorneys' costs in the amount
21 of \$14,159.76 from the Gross Settlement Amount as final payment for and complete satisfaction
22 of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other
23 person or entity related to the Action. The Court further orders that the award of attorneys' fees
24 and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement.

25 12. The Court hereby approves and orders a Class Representative Enhancement Award
26 of \$10,000.00 to Plaintiff Marco Antonio Santacruz from the Gross Settlement Amount in
27 accordance with the terms of the Agreement.

28 13. The Court approves and orders the payment in the amount of \$37,500.00 (75% of

1 \$50,000.00) from the Gross Settlement Amount to the California Labor Workforce Development
2 Agency for penalties arising under the Private Attorneys General Act of 2004 ("PAGA"). The
3 remaining \$12,500.00 (25% of \$50,000) shall be distributed to PAGA Members as set forth in the
4 Agreement.

5 14. The Court also hereby approves and orders payment from the Gross Settlement
6 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
7 ILYM Group, Inc. in the amount of \$11,850.00.

8 15. The Court hereby approves and orders payment of individual settlement payments
9 from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set
10 forth in the Agreement.

11 16. The Court also hereby approves and orders that any checks distributed from the
12 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
13 days after being issued shall be distributed to Capitol Pro Bono, 1860 Howe Avenue, Suite 130,
14 Sacramento, California 95825. No "unpaid residue" under CCP §384 will result from the
15 settlement.

16 17. Provided the Settlement becomes effective under the terms of the Agreement, the
17 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
18 payments, attorneys' fees and costs, and Enhancement Payment is as set forth in the Agreement.

19 18. Neither the Settlement nor any of the terms set forth in the Agreement is an
20 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
21 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
22 Released Parties. In entering into the Agreement, Defendant does not admit, and specifically
23 denies, it has violated any federal, state, or local law; violated any regulations or guidelines
24 promulgated pursuant to any statute or any other applicable laws, regulations, or legal
25 requirements; breached any contract; violated or breached any duty; engaged in any
26 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
27 employees. Neither the Settlement or the Agreement, nor any of its terms or provisions, nor any
28 of the negotiations connected with it, shall be construed as an admission or concession by

1 Defendants of any such violations or failure to comply with any applicable law. Except as
2 necessary in a proceeding to enforce the terms of the Agreement, the Agreement and its terms and
3 provisions shall not be offered or received as evidence in any action or proceeding to establish
4 any liability or admission on the part of Defendant or to establish the existence of any condition
5 constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

6 19. Without affecting the finality of this Judgment, the Court shall retain continuing
7 jurisdiction over this Action and the Parties, including all Class Members, and over all matters
8 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
9 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
10 as provided to the contrary herein, any disputes or controversies arising with or with respect to
11 the interpretation, enforcement, or implementation of the Agreement shall be presented to the
12 Court for resolution.

13 20. A final report on the disbursement of settlement payments shall be filed by no later
14 than July 30, 2026, following the expiration of uncashed settlement payments.

15 21. Plaintiff shall file and serve formal Notice of Entry of Judgment including Notice
16 to the California Labor and Workforce Development Agency (LWDA).

17
18 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

19
20 DATED: JUN 03 2025



JUDGE OF THE SUPERIOR COURT

Hon. Samantha P. Jessner