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6 and ELIJAH AGUIRRE, on behalf of themselves
and all others similarly situated and aggrieved

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

SG

AUG 14 2023

E. Escobedo

AUG 15 2023
R

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF RIVERSIDE – HISTORIC COURTHOUSE**

9 JUAN ARTEAGA and ELIJAH AGUIRRE,
10 as individuals and on behalf of all others
similarly situated,

CASE NO.: RIC2001133

[Assigned for all purposes to the Hon. Harold
W. Hopp in Dept. 1]

11 Plaintiffs,

~~PROPOSED~~ JUDGMENT

12 v.

13 DEMOLITION SPECIALIST, INC., a
14 California corporation; JEREMY
THUNDERBURK, an individual;
15 CHRISTINA THUNDERBURK, an
individual; and DOES 1 through 100,
16 inclusive,

17 Defendants.

18 **JUDGMENT**

19 Pursuant to the Order Granting Final Approval of the Class Action and Representative
20 Action Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:
21

22 1. Judgment in this matter is entered in accordance with the Court’s Order Granting
23 Motion for Final Approval of Class and Representative Action Settlement (“Order Granting Final
24 Approval”) and the parties’ Third Amended Joint Stipulation re: Class Action and Representative
25 Action Settlement (“Settlement Agreement”). All terms used herein shall have the same meaning
26 as defined in the Settlement Agreement.

27 2. The “Settlement Class” is comprised of all current and former non-exempt, hourly-
28 paid employees who worked for defendant Demolition Specialist, Inc. (“Defendant”), either directly

1 or through any subsidiary, staffing agency, or professional employer organization, at any time
2 during period from March 12, 2016 through August 23, 2022 (“Settlement Period” or “Class
3 Period”) in the State of California.

4 3. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members
5 objected to the Settlement; thus, all Class Members are Participating Class Members.

6 4. Defendant shall make payment of \$468,600.00, the Gross Settlement, and Employer
7 Taxes, to the Settlement Administrator. The Gross Settlement Amount will be paid 21 calendar dates
8 of the Final Approval Date. Final Approval Date means the later of: (1) the date the Court signs an
9 Order granting final approval of this Settlement (“Final Approval”) and Judgment; (2) in the event
10 that written objections are filed prior to the Final Settlement Approval Hearing which are not later
11 withdrawn, upon the later of: (a) the date of final affirmance of an appeal of the Judgment; and, if
12 review is granted, the date of the final affirmance of the Judgment following review; (b) the date of
13 final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review
14 the judgment; or (c) if no appeal is filed, the expiration date for filing any appeal from the Judgment.

15 5. All funds shall be distributed to the Settlement Administrator, Class Counsel,
16 Plaintiffs, the LWDA, Participating Class Members, and PAGA Members pursuant to the Order
17 Granting Final Approval.

18 6. Participating Class Members will receive an Individual Settlement Payment and
19 PAGA Members will receive an Individual PAGA Payment. Individual Settlement Payment and
20 Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty
21 (180) calendar days after the date of their issuance. The administrator shall mail a reminder post
22 card to any Class Member whose settlement distribution check has not been negotiated within 60
23 days after mailing. Thereafter, uncashed checks for such payments shall be transmitted to the
24 California Controller’s Office, Unclaimed Property Fund, thereby leaving no “unpaid residue”
25 subject to the requirements of Code of Civil Procedure section 384.

26 7. Effective only upon the entry of an Order granting Final Approval of the Settlement,
27 entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross
28 Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, Plaintiffs and all

1 Participating Class Members release, for the duration of the Settlement Period, any and all claims
2 that were asserted in the Operative Complaint filed in the Action or any and all claims that could
3 have been asserted against the Released Parties in the Action based solely upon the facts alleged in
4 the Operative Complaint filed in the Action, which includes: For the duration of the Settlement
5 Period, for Participating Class Members, including Plaintiffs: (a) all claims for failure to pay
6 overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide
7 compliant meal periods or premium compensation in lieu thereof; (d) all claims for failure to provide
8 compliant rest periods or premium compensation in lieu thereof; (e) all claims for the failure to
9 timely pay wages upon termination or resignation; (f) all claims for failure to provide accurate wage
10 statements; (g) all claims for failure to reimburse employees for business expenses; (h) all claims
11 for failure to pay prevailing wages; (i) all claims asserted through California Business & Professions
12 Code section 17200, et seq. arising out of the Labor Code violations referenced in the with the
13 exception of any allegations for civil penalties under PAGA; (j) any other claims or penalties under
14 the wage and hour laws pleaded in the Operative Complaint, with the exception of any allegations
15 for civil penalties under PAGA; and (k) all applicable damages, penalties, interest, and other
16 amounts recoverable under said causes of action or legal theories of relief under California and
17 federal law, to the extent permissible, including but not limited to the California Labor Code, the
18 applicable portions of the applicable Wage Orders, and the California Business and Professions
19 Code section 17200, et seq., with the exception of any allegations for civil penalties under PAGA
20 (the "Class Released Claims").

21 8. For PAGA Class Members (and, to the extent permitted by law, the State of
22 California), the release includes for the duration of the PAGA Period, all claims, causes of action
23 and/or legal theories that were asserted or reasonably could have been asserted in the PAGA Notices
24 and Operative Complaint based on the facts alleged therein for PAGA civil penalties pursuant to
25 Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with violations of
26 Labor Code sections 201, 202, 203, 204, 226, 226.7, 512, 1174, 1175, 1194, 1197, 1198 and 2810.5
27 (the "PAGA Released Claims").

28 9. The parties released shall include Defendant Demolition Specialist, Inc., Defendant

1 Jeremy Thunderburk, Defendant Christina Thunderburk, and their officers, directors, employees,
2 and agents. ("Released Parties").

3 10. The settlement administrator shall mail an envelope transmitting a check or checks
4 to a Participating Class Member and/or PAGA Member shall bear the notation, "YOUR CLASS
5 ACTION AND REPRESENTATIVE ACTION SETTLEMENT CHECK(S) IS/ARE
6 ENCLOSED."

7 11. If: (i) any of the Participating Class Members and/or PAGA Members are current
8 employees of the Defendants, (ii) the distribution mailed to those Participating Class Members
9 and/or PAGA Members is returned to the Settlement Administrator as being undeliverable, and (iii)
10 the Settlement Administrator is unable to locate a valid mailing address, the Settlement
11 Administrator shall arrange with the Defendants to have those distributions delivered to those
12 Participating Class Members and/or PAGA Members at their place of employment.

13 12. This document shall constitute a Judgment for purposes of California Rules of Court,
14 Rule 3.769(h).

15 13. The Settlement Administrator shall provide notice of this Judgment entered in the
16 Action by posting the same on its website for a period of no less than four (4) years.

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

19 Dated: 8/14/23, 2023.


Judge of the Superior Court
Judge Harold W. Hopp

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