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and on behalf of all other similarly situated employees
9

FILED
Superior Court of California
County of Los Angeles

OCT 18 2021 *MF*

Sherri R. Carter, Executive Officer/Clerk
By *[Signature]* Deputy
Marsela Fregoso

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES-SPRING STREET COURTHOUSE**

12 RUBY SUA, CYNTHIA JIMENEZ, and on
13 behalf of all similarly aggrieved employees

14 Plaintiff,
15 vs.

16 OLD REPUBLIC GENERAL SERVICES,
17 INC., OLD REPUBLIC CONTRACTORS
INSURANCE GROUP, OLD REPUBLIC
18 CONTRACTORS INSURANCE AGENCY,
INC, OLD REPUBLIC INSURANCE
19 GROUP, OLD REPUBLIC CONSTRUCTION
20 AGENCY, INC. OLD REPUBLIC
CONTRACTORS INSURANCE GROUP,
21 INC., and DOES 1 through 30, inclusive
22 Defendants.

Case No. 19STCV45461

CLASS ACTION

[Assigned Hon. Elihu M. Berle, Dept. 6
Spring Street Courthouse]

[Assigned Hon. Elihu M. Berle, Dept. 6.
312 N. Spring Street Courthouse]

~~[PROPOSED]~~ FINAL JUDGMENT

Hearing Date: September 23, 2021
Time: 11:00 A.M.
Dept.: 6
Complaint Filed: December 19, 2019
Trial Date: None set

24
25
26 **RECEIVED**

27 JUL 19 2021

28 **FILING WINDOW**

1 In keeping with this Court's September 23, 2021 Order Granting Final Approval Of Class
2 and Representative Action Settlement, Representatives' Enhancement Award, Class Counsel's
3 Fees and Costs, Settlement Administration Costs and LWDA Payment ("Final Approval Order")
4 this Court hereby ADJUDGES AND DECREES as follows:

5 1. Pursuant to Cal. Rules of Court, rule 3.769(h), this Court now makes and enters
6 this Final Judgment under which Plaintiffs Ruby Sua and Cynthia Jimenez and Settlement Class
7 Members take noting from Defendants Old Republic General Services, Inc., and Old Republic
8 Contractors Insurance Group, In., (erroneously sued herein as Old Republic Contractors
9 Insurance Group, Old Republic Insurance Group, Old Republic Contractors Insurance Agency,
10 Inc., and Old Republic Construction Agency, Inc. except as expressly set forth in the Final
11 Approval Order.

12 2. Pursuant to Cal. Rules of Court, rule 3771(a), this Final Judgement binds the
13 following Settlement Class consisting of 63 individuals, from which no individuals submitted a
14 Request for Exclusion, or opted-out from the Settlement:

15 All persons who are employed or who have been employed as non-exempt, hourly
16 paid employees by Defendants Old Republic General Services, Inc. and Old
17 Republic Contractors Insurance Group, Inc., who worked at Defendants' place of
18 business at 225 S. Lake Avenue, Suite 900, Pasadena, California 91101 from
19 December 19, 2015 through the date of preliminary approval or October 30, 2020,
20 whichever occurs first ("Class Period").

21 3. All Settlement Class Members who have not timely submitted a valid and
22 complete Requests for exclusion including their respective attorneys, agents, spouses,
23 executors, representatives, guardians ad litem, heirs, successors, and assigns are bound by the
24 following Released Claims set forth in the Stipulation and Settlement of Class and
25 Representative Action and Amendment dated March 25, 2021 (collectively "Settlement
26 Agreement"). Upon the date that the Settlement is fully funded, and except as to such rights or
27 claims as may be created by the Settlement Agreement, the Settlement Class Members fully and
28 finally release and discharge the Release Parties from any and all Released Claims for the entire
Class Period.

1 a. "Released Claims" mean all claims arising from the facts and allegations pled in
2 the operative complaint of the Action for the Class Period, namely: failure to pay all wages
3 timely for all hours worked including minimum wages, off-the clock work and overtime pay;
4 failure to authorize and permit off-duty rest periods and premium wages for non-compliance;
5 failure to provide accurate itemized wage statements; failure to pay all wages due upon
6 separation; failure to pay vacation pay; failure to maintain required records; unfair business
7 practices; injunctive relief and restitution; penalties of any nature; and attorneys' fees and costs.
8 Release claims include all claims arising under: the California Labor Code sections 200, 201,
9 202, 203, 204, 226, 226(a), 226.7, 227.3, 510, 512, 516, 1174, 1174.5, 1175, 1194, 1197, 1197.1,
10 1198, and 1199; applicable Wage Orders of the California Industrial Welfare Commission;
11 California Business and Professions Code section 17200 et seq.; and the California Private
12 Attorneys General Act of 2004 ("PAGA"), which is limited solely to the claims set forth in
13 Plaintiffs' Notice to the California Labor and Workforce Development Agency which is annexed
14 hereto and incorporated herein by reference to the Settlement Agreement per the Amendment
15 dated March 25, 2021 as Exhibit A.

16 b. "Released Parties" mean Defendants and each of their past, present and future
17 agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders,
18 stockholders, attorneys, parents subsidiaries, equity sponsors, related companies/corporations
19 and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint
20 venturers, joint employers, affiliates, alter egos, and affiliated organizations, and all of its
21 respective past, present and future employees, directors, officers, agents, attorneys, stockholders,
22 fiduciaries, parents, subsidiaries, and assigns.

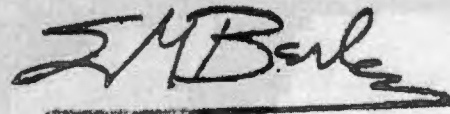
23 4. Pursuant to Code Civ. Proc. section 664.6 and Cal. Rules of Court, rule
24 3.769(h), this Court retains jurisdiction over Plaintiffs, Defendants and Settlement Class
25 Members and subject matter of the Action with respect to enforcement of this Final Judgment,
26 but not limited, to all matters related to the interpretation, administration and consummation of
27 the Settlement Agreement and this Final Judgement.
28

1 5. Class Counsel is to provide copies of this Final Judgment and Final
2 Approval Order to the LWDA pursuant to Lab. Code section 2699 (1)(3).]

3 6. Pursuant to Cal. Rules of Court, rule 3.771(b), the Claims Administrator,
4 CPT Group, Inc., is to post an electronic copy of this Final Judgment on its website. Such
5 posting shall be deemed due and sufficient notice of entry of the Final Judgment.

6 IT IS SO ADJUDICATED.

7
8 Dated: 10/18/24



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10 HONORABLE ELIHU M. BERLE
11 Judge of the Superior Court