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**FILED**  
SUPERIOR COURT, METROPOLITAN DIVISION  
COUNTY OF KERN

AUG 31 2018

BY **TERRY McNALLY, CLERK**  
DEPUTY

*Attorneys for Plaintiff and the Class*

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **FOR THE COUNTY OF KERN**

10 STEVE STUCK, individually, and on behalf of  
11 other members of the general public similarly  
12 situated,

13 Plaintiff,

14 v.

15 JERRY MELTON & SONS  
16 CONSTRUCTION, INC., a California  
17 corporation, and DOES 1 through 50, inclusive,

18 Defendants.

Case No. BCV-16-101516-DRL

Assigned for All Purposes to:  
Honorable David R. Lampe  
Department 11

**CLASS ACTION**

~~PROPOSED~~ **FINAL APPROVAL ORDER  
AND JUDGEMENT**

**Reservation ID: 32637**

Hearing Date: August 31, 2018  
Hearing Time: 8:30 a.m.  
Hearing Place: Department 11

Complaint Filed: July 1, 2016  
Jury Trial: None Set

1 The parties having settled this action and the Court having entered a Final Approval Order  
2 and good cause appearing, **IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED**  
3 **THAT:**

4 1. Except as set forth in the Stipulation and Agreement of Compromise and  
5 Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) and Final Approval Order,  
6 Class Representative Steve Stuck, and all members of the Class, shall take nothing by their  
7 Complaint in this action.

8 2. Each party shall bear its own attorneys’ fees and costs, except as otherwise  
9 provided in the Settlement Agreement and Final Approval Order.

10 3. Conditioned upon Defendant’s obligation to fund the Settlement under Paragraph  
11 7.5 of the Settlement, each Participating Class Member has released the Released Claims against  
12 the Defendant and/or any of the Released Parties. All Participating Class Members shall be  
13 permanently enjoined and forever barred from asserting any of the Released Claims against the  
14 Released Parties, according to the terms of the Settlement.

15 4. As used in paragraph 3 above, the quoted terms have the meanings set forth below:

16 (a) “Participating Class Member” means all non-exempt employees of Defendant  
17 Jerry Melton & Sons Construction, Inc. (“Defendant”) who worked in California  
18 from July 1, 2012, through April 13, 2018, who did not submit a timely and valid  
19 request to be excluded from the Settlement.

20 (b) “Released Parties” means Defendant, its respective successors, current and former  
21 parents, subsidiaries, affiliated corporations and entities, and each of their  
22 respective officers, directors, agents, and employees and any other person or entity  
23 that could be jointly liable with them for the claims.

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1 (c) "Released Claims" means all of the claims described in Paragraph 5.2 of the  
2 Settlement Agreement, as follows:

3  
4 Upon Final Approval of this Settlement Agreement, the claims to be  
5 released by the Class Members who do not seek exclusion from this  
6 Settlement, pursuant to the procedure set forth in Paragraph 6.8, will  
7 include all claims that were pled or could have been pled based on the  
8 factual allegations in the complaint in this Action against Defendant, its  
9 respective successors, current and former parents, subsidiaries, affiliated  
10 corporations and entities, and each of their respective officers, directors,  
11 agents, and employees and any other person or entity that could be jointly  
12 liable with them for the claims (collectively, the "Released Parties"),  
13 including claims for:

- 14 i. Any and all claims regarding unpaid wages, interest, or penalties for  
15 off- the-clock work, donning and doffing, unpaid straight time wages,  
16 unpaid overtime wages, unpaid minimum wages, inaccurate payroll  
17 and/or time record-keeping records, inaccurate, incomplete or incorrect  
18 pay instruments/stubs and/or wage/earnings statements, payment of  
19 wages, reimbursement of business expenses, and unfair competition,  
20 related to the alleged Labor Code violations asserted in the operative  
21 Complaint;
- 22 ii. Any and all claims regarding meal and rest period premiums under  
23 Labor Code sections 226.7 and 512 and the applicable Wage Order  
24 related to the alleged Labor Code violations asserted in the operative  
25 Complaint;
- 26 iii. Any and all claims regarding business expenses or losses under Labor  
27 Code Section 2802 related to the alleged Labor Code violations  
28 asserted in the operative Complaint;
- iv. Any and all claims regarding waiting time penalties under Labor Code  
sections 201, 203 et seq. and the applicable Wage Order related to the  
alleged Labor Code violations asserted in the operative Complaint;
- v. Any and all claims for injunctive relief, restitution, breach of contract  
or company policy, fraudulent business practices brought pursuant to  
the California Business & Professions Code and related to the above  
alleged Labor Code violations asserted in the operative Complaint; and
- vi. Any and all claims or causes of action for penalties, interest and/or  
attorneys' fees and costs related to the above alleged Labor Code  
violations asserted in the operative Complaint.

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