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Members, and Aggrieved Employees
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FILED
Superior Court of California
County of Los Angeles
12/14/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: B. Guerrero Deputy

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 LUIS SEGURA, as an individual and on behalf
of all others similarly situated,

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13 Plaintiff,

14 vs.

15
16 CERTIFIED TILE, INC., a California
Corporation; and DOES 1 through 100,
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18 Defendants.
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Case No. 19STCV25307

*[Assigned for all purposes to the Hon. Kenneth
R. Freeman, Dept. SSC-14]*

~~PROPOSED~~ FINAL JUDGMENT

Date: December 14, 2021

Time: 10:00 a.m.

Dept.: SSC-14

Electronically Received 11/15/2021 12:10 PM

1 **JUDGMENT**

2 This matter came on regularly for hearing before this Court on December 14, 2021 at
3 10:00 a.m., pursuant to California Rule of Court 3.769 and this Court’s July 20, 2021 Order
4 granting preliminary approval (“Preliminary Approval Order”). Having considered the parties’
5 Stipulation of Settlement (“Settlement”) and the documents and evidence presented in support
6 thereof (including the Amendment to Stipulation of Settlement submitted by the parties on July
7 12, 2021), and the submissions of counsel, the Court hereby ORDERS as follows:

8 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with
9 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval
10 of Class Action Settlement (“Final Approval Order”). The Settlement Class is defined as follows:

11 All current and former non-exempt employees of Certified Tile, Inc.
12 (“CTI”) who worked on tile installation projects for CTI in California at any
time from July 22, 2015 through July 15, 2020 (“Class Period”).

13 2. No Settlement Class members opted out of the Settlement and therefore all
14 Settlement Class members are bound by this Judgment.

15 3. Upon the occurrence of the Effective Date (as defined in the Settlement) and the
16 Settlement being fully funded, and upon satisfaction of all obligations under the Settlement and
17 this Final Approval Order, and by virtue of the Judgment entered concurrently herewith, Plaintiff
18 and every member of the Settlement Class will fully release and discharge CTI and any of CTI’s
19 past and present divisions, d/b/a’s, parents, subsidiaries, affiliates, predecessors, successors,
20 assigns, and their respective shareholders, owners, officers, directors, managers, employees,
21 agents, trustees, attorneys, insurers, representatives, administrators, privies, and/or any and all
22 persons and/or corporate entities acting by, through, under or in concert with any of them
23 (collectively, the “Released Parties”) from all claims, causes of action, and legal theories alleged
24 in the Complaint, or which could have been alleged based on the facts alleged in the Complaint,
25 including but not limited to all claims that could be brought under Labor Code Sections: 201, 202,
26 203, 204, 210, 226 et seq., 226.3, 226.7, 510, 558 et seq., 1174(d), 1194, 1197, 1197.1, 1198, and
27 2802 for: (a) failure to pay all overtime wages (including unpaid travel time, and failure to include
28 value of “meal allowances” in the regular rate of pay for purposes of calculating overtime

1 premium wages); (b) minimum wage violations (including unpaid travel time); (c) rest period
2 violations; (d) wage statement violations; (e) waiting time penalties; (f) failure to reimburse for
3 necessary business expenditures (including mileage and tools); and (g) all claims for unfair
4 business practices premised on the above-mentioned violations (“California Released Claims”).
5 The period of the Release of the California Released Claims shall extend to the limits of the Class
6 Period. In addition, all Settlement Class members (regardless of whether they opt out) who
7 worked for CTI during the period of July 23, 2018 through the end of the Class Period (“PAGA
8 Period”) shall release all claims for civil penalties under PAGA based on the facts alleged in the
9 operative Complaint and Plaintiff’s PAGA letter to the LWDA (the “PAGA Released Claims”).
10 The Period of the Release of the PAGA Released Claims shall extend to the limits of the PAGA
11 Period.

12 4. Pursuant to the Settlement, and in consideration of his incentive award, Plaintiff,
13 upon the occurrence of the Effective Date (as defined in the Settlement) and the Settlement being
14 fully funded, and upon satisfaction of all obligations under the Settlement and this Final Approval
15 Order, shall, by virtue of the concurrently entered Judgment, in addition to the California Released
16 Claims and PAGA Released Claims described above, release any and all complaints, claims,
17 penalties, liabilities, obligations, promises, agreements, controversies, damages, costs, losses,
18 debts and expenses (including attorneys’ fees and costs actually incurred), of any nature
19 whatsoever, including but not limited to claims arising from the California Constitution;
20 California Labor Code; Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e); the
21 California Fair Employment and Housing Act (Cal. Govt. Code §12900 et seq.); the Americans
22 with Disabilities Act; the Age Discrimination in Employment Act (29 U.S.C. §§621-633a); and
23 claims of intentional infliction of emotional distress; defamation and/or libel, or any other damage
24 to reputation claims; breach of implied contract or for claims of a breach of the covenant of good
25 faith and fair dealing, as well as any other express or implied covenant; or any other statute or
26 common law principle of similar effect, known or unknown, which the person giving this release
27 now has, owns, or holds, or claims to have, own or hold, or which said person at any time
28 heretofore had, owned, or held, or claimed to have, own, or hold or which said person at any time

1 hereinafter may have, own, or hold, or claim to have, own, or hold, against each or any of the
2 Released Persons, arising from acts, events, or circumstances occurring on or before the date the
3 Settlement was signed by Plaintiff. As to the foregoing claims, Plaintiff expressly waives the
4 benefits of California Civil Code §1542. Civil Code §1542 provides: “A general release does not
5 extend to claims that the creditor or releasing party does not know or suspect to exist in his or her
6 favor at the time of executing the release and that, if known by him or her, would have materially
7 affected his or her settlement with the debtor or released party.” Plaintiff’s Release is not intended
8 to, nor does it cover, any claims related to workers compensation benefits or any claims that
9 cannot be released as a matter of law.

10 5. The Parties are hereby ordered to effectuate the term of the Settlement and the
11 Final Approval Order. This document shall constitute a final judgment pursuant to California
12 Rule of Court 3.769(h), which provides, “If the court approves the settlement agreement after the
13 final approval hearing, the court must make and enter judgment. The judgment must include a
14 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
15 judgment. The court may not enter an order dismissing the action at the same time as, or after,
16 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final
17 Approval Order, and this Judgment.

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

19 Dated: 12/14/2021



20 **Kenneth R. Freeman**
21 Honorable Kenneth R. Freeman
22 Judge of the Superior Court
23 Kenneth R. Freeman/Judge
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