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

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

AUG 14 2023

E. Escobedo

SG

AUG 15 2023  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF RIVERSIDE – HISTORIC COURTHOUSE**

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

Plaintiffs,

v.

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

Defendants.

CASE NO.: RIC2001133

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

~~PROPOSED~~ **ORDER (HEARING) RE:  
GRANTING FINAL APPROVAL OF  
CLASS ACTION AND  
REPRESENTATIVE ACTION  
SETTLEMENT, APPLICATION FOR  
ATTORNEYS' FEES AND COSTS, AND  
SERVICE AWARD**

This matter having come before the Court for a final fairness hearing pursuant to the Order of this Court dated March 9, 2023, granting preliminary approval ("Preliminary Approval Order") of the class and representative action settlement upon the terms set forth in the Third Amended Joint Stipulation re: Class Action and Representative Action Settlement ("Settlement Agreement"), attached to the declaration of Vedang J. Patel filed on January 17, 2023, submitted in support of Motion for Preliminary Approval of the Class and Representative Action Settlement and Certifying Class for Settlement Purposes; and due and adequate notice having been given to the Class Members as required in the Preliminary Approval Order; and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

1           1.           The Motion for Final Approval of Class Action and Representative Action  
2 Settlement; Service Award; and Reasonable Attorneys' Fees and Costs is hereby granted in its  
3 entirety.

4           2.           All terms used herein shall have the same meaning as defined in the Settlement  
5 Agreement.

6           3.           This Court has jurisdiction over the subject matter of this litigation and over all  
7 Parties to this litigation, including all Class Members.

8           4.           For settlement purposes only, the Court certifies the following class ("Class  
9 Members" or "Settlement Class Members"): all current and former non-exempt, hourly-paid  
10 employees who worked for defendant Demolition Specialist, Inc. ("Defendant"), either directly or  
11 through any subsidiary, staffing agency, or professional employer organization, at any time during  
12 period from March 12, 2016 through August 23, 2022 ("Settlement Period" or "Class Period") in  
13 the State of California.

14           5.           The parties released shall include Defendant Demolition Specialist, Inc., Defendant  
15 Jeremy Thunderburk, Defendant Christina Thunderburk, and their officers, directors, employees, and  
16 agents. ("Released Parties").

17           6.           "Plaintiffs" refers to plaintiffs Juan Arteaga and Elijah Aguirre.

18           7.           Effective only upon the entry of an Order granting Final Approval of the Settlement,  
19 entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross  
20 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiffs and all  
21 Participating Class Members release, for the duration of the Settlement Period, any and all claims  
22 that were asserted in the Operative Complaint filed in the Action or any and all claims that could  
23 have been asserted against the Released Parties in the Action based solely upon the facts alleged in  
24 the Operative Complaint filed in the Action, which includes: For the duration of the Settlement  
25 Period, for Participating Class Members, including Plaintiffs: (a) all claims for failure to pay  
26 overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide  
27 compliant meal periods or premium compensation in lieu thereof; (d) all claims for failure to provide  
28 compliant rest periods or premium compensation in lieu thereof; (e) all claims for the failure to

1 timely pay wages upon termination or resignation; (f) all claims for failure to provide accurate wage  
2 statements; (g) all claims for failure to reimburse employees for business expenses; (h) all claims  
3 for failure to pay prevailing wages; (i) all claims asserted through California Business & Professions  
4 Code section 17200, et seq. arising out of the Labor Code violations referenced in the with the  
5 exception of any allegations for civil penalties under PAGA; (j) any other claims or penalties under  
6 the wage and hour laws pleaded in the Operative Complaint, with the exception of any allegations  
7 for civil penalties under PAGA; and (k) all applicable damages, penalties, interest, and other  
8 amounts recoverable under said causes of action or legal theories of relief under California and  
9 federal law, to the extent permissible, including but not limited to the California Labor Code, the  
10 applicable portions of the applicable Wage Orders, and the California Business and Professions  
11 Code section 17200, et seq., with the exception of any allegations for civil penalties under PAGA  
12 (the "Class Released Claims").

13 8. For PAGA Class Members (and, to the extent permitted by law, the State of California), the  
14 release includes for the duration of the PAGA Period, all claims, causes of action and/or legal theories that  
15 were asserted or reasonably could have been asserted in the PAGA Notices and Operative Complaint based  
16 on the facts alleged therein for PAGA civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,  
17 1197.1, and 2699 in connection with violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 512,  
18 1174, 1175, 1194, 1197, 1198 and 2810.5 (the "PAGA Released Claims").

19 9. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members  
20 objected to the Settlement, thus all Class Members are Participating Class Members.

21 10. The Court further finds that the Settlement is fair, reasonable and adequate and that  
22 Plaintiff has satisfied the standards and applicable requirements for final approval of class action  
23 settlement under California law, including the provisions of Code of Civil Procedure section 382  
24 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in  
25 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

26 11. This Court hereby approves the settlement set forth in the Settlement Agreement and  
27 finds that the settlement is, in all respects, fair, adequate and reasonable and directs the parties to  
28 effectuate the settlement according to its terms. The Court finds that the settlement has been reached

1 as a result of intensive, serious and non-collusive arm's length negotiations. The Court further finds  
2 that the Parties have conducted extensive and costly investigation and research and counsel for the  
3 parties are able to reasonably evaluate their respective positions. The Court also finds that  
4 settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks  
5 that would be presented by the further prosecution of this Action. The Court has noted the  
6 significant benefits to the Class Members under the settlement. The Court also finds that the class  
7 is properly certified as a class for settlement purposes only.

8 12. The Court approves Plaintiffs as the Class Representative.

9 13. The Court approves David D. Bibiyan and Jeffrey Klein of Bibiyan Law Group, P.C  
10 of Bibiyan Law Group, P.C., as well as Arash Shirdel of Pacific Premier Law Firm as Class  
11 Counsel.

12 14. The Court approves Phoenix Settlement Administrators ("Phoenix" or "Settlement  
13 Administrator") as the Settlement Administrator.

14 15. The Court hereby awards Class Counsel attorneys' fees in the total amount of  
15 \$164,010.00, which is thirty-five percent (35%) of the Gross Settlement Amount and to be deducted  
16 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$12,901.90  
17 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the  
18 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement  
19 Agreement. In approving the payment of Attorneys' Fees, the Court finds that the Settlement  
20 conferred a significant benefit on the Class and the necessity and financial burden of private  
21 enforcement of California labor laws makes an attorneys' fee award to Class Counsel appropriate.

22 16. The Court hereby approves an incentive award of \$5,000.00 each to Plaintiff Juan  
23 Arteaga and Plaintiff Elijah Aguirre, for a total of \$10,000 to Plaintiffs, in consideration for his time,  
24 effort, and risk incurred on behalf of the Settlement Class, and for providing a general release and  
25 releasing unknown claims pursuant to Civil Code section 1542. The incentive award will be paid  
26 to Plaintiff by the Settlement Administrator from the Gross Settlement Amount as set forth in the  
27 Settlement Agreement.

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1       17.       The Court hereby approves the Settlement Administrator's cost in the amount of  
2 \$8,500.00. The Settlement Administrator, Phoenix Settlement Administrators, shall be paid the cost  
3 of administration of the settlement from the Gross Settlement Amount.

4       18.       The Court hereby approves the PAGA penalties amount of \$20,000.00, of which  
5 \$15,000.00 shall be paid to the LWDA and the remaining \$5,000.00 to be distributed to the "PAGA  
6 Class Members," defined as all Class Members working for Defendant during the period between  
7 February 18, 2019 through January 31, 2022 ("PAGA Period") in California as non-exempt, hourly-  
8 paid employees.

9       19.       Except as expressly provided herein, the Parties each shall bear all of their own fees  
10 and costs in connection with this matter.

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

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

23       22.       If: (i) any of the Participating Class Members and/or PAGA Members are current  
24 employees of the Defendants, (ii) the distribution mailed to those Participating Class Members  
25 and/or PAGA Members is returned to the Settlement Administrator as being undeliverable, and (iii)  
26 the Settlement Administrator is unable to locate a valid mailing address, the Settlement  
27 Administrator shall arrange with the Defendants to have those distributions delivered to those  
28 Participating Class Members and/or PAGA Members at their place of employment.

23. The Court finds that the class settlement on the terms set forth in the Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of the released claims against Defendants.

24. An Order to Show Cause Hearing Re: Final Administration of the Class Action Settlement is hereby scheduled for April 3, 2023 at 8:30 a.m., in Department 1 of the above entitled Court. At least five (5) calendar days prior to said OSC hearing, the Parties shall file a declaration confirming that the claims have been paid and that administration of all of the terms and conditions of the class action settlement have been completed. Should the Court find that said declaration has sufficiently evidenced full and complete administration of the class action settlement, said OSC hearing will go off-calendar.

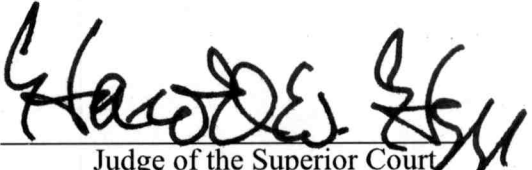
25. Without affecting the finality of the Judgment in any way, this Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders and judgments entered in connection therewith.

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

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IT IS SO ORDERED.

Dated: 8/18/2023, 2023

  
Judge of the Superior Court  
Judge Harold W. Hopp