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9 *Attorneys for Plaintiffs and the Class*

**FILED**  
Superior Court of California  
County of Los Angeles

08/17/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By:                     N. Navarro                     Deputy

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

12 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

13 SCOTT OSKO, DAVID BECERRA, DAVID  
14 BEAUDOIN, and MICHAEL LANG,  
15 individually, and on behalf of all others  
similarly situated,

16 Plaintiffs,

17 v.

18 THE ELITE GROUP PROPERTY  
19 INSPECTION SERVICE, INC., a California  
20 corporation; and DOES 1 through 50,  
inclusive,

21 Defendants.

Case No.: 20STCV28718

[Honorable Maren E. Nelson]

**~~PROPOSED~~ JUDGMENT**

1 ~~PROPOSED~~ JUDGMENT

2 The Court issued an order dated August 11, 2022 (“Final Approval Order”), granting final  
3 approval of the class and representative action Settlement entered into by Plaintiffs Scott Osko,  
4 David Becerra, David Beaudoin, and Michael Lang (“Plaintiffs”), on behalf of themselves and all  
5 others similarly situated, and Defendant The Elite Group Property Inspection Service, Inc.  
6 (“Defendant”) (collectively, “the Parties”).

7 In the Final Approval Order, the Court certified the following the Class:

8 All Property Inspectors who were classified as independent contractors by  
9 Defendant, and who performed work for Defendant in California, during the Class  
Period.

10 The Class Period is defined as July 30, 2016 through March 17, 2022.

11 Only one Class Member, Allen Sanderson, timely submitted a Request for Exclusion from  
12 the Settlement. Accordingly, Allen Sanderson is excluded from the Settlement with respect to the  
13 Class claims, and therefore, the Released Claims by Settlement Class Members shall not apply to  
14 him. Allen Sanderson remains a PAGA Aggrieved Employee, and therefore, the Released Claims  
15 by PAGA Aggrieved Employees shall apply to him.

16 **Released Claims by Plaintiffs.** The four named Plaintiffs’ releases against Released  
17 Parties includes a general release of all claims, including a waiver of Section 1542 of the  
18 California Civil Code. *See* Amended Settlement Agreement ¶ 37.

19 **Released Claims by Settlement Class Members.** As of the Effective Date of the  
20 Settlement, all Class Members who did not timely exclude themselves from the Settlement (i.e.,  
21 all Class Members other than Allen Sanderson) shall be deemed to have released against Released  
22 Parties during the Class Period the following.

23 Any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,  
24 attorneys’ fees, damages, action or causes of action, pleaded or that could have been  
25 pleaded based on facts and claims asserted in the operative Complaint, including: any and  
26 all claims for: (a) willful misclassification of employees as independent contractors; (b)  
27 failure to prove meal periods; (c) failure to provide rest breaks; (d) failure to overtime  
28 wages; (e) failure to pay minimum wages; (f) failure to pay timely wages; (g) failure to pay  
all wages owed and due upon termination; (h) failure to maintain required records; (i)  
failure to furnish accurate itemized wage statement; (j) failure to provide reimbursement  
for employment-related expenses; (k) failure to produce or make available requested  
records; (l) violation of California Business & Professions Code section 17200, *et seq.*; and

1 (m) violation of California Private Attorneys' General Act, California Labor Code § 2699,  
2 *et seq.*, predicated on any of the violations of the California Labor Code and applicable  
3 IWC Wage Order alleged in the operative Complaint.

4 *See* Amended Settlement Agreement ¶ 38.

5 **Released Claims by PAGA Aggrieved Employees.** As of the Effective Date of the  
6 Settlement, all PAGA Aggrieved Employees shall be deemed to have released against Released  
7 Parties during the PAGA Period the following:

8 All claims for civil penalties under the PAGA that Plaintiffs, on behalf of themselves, the  
9 State of California, and all PAGA Aggrieved Employees, disclosed in Plaintiffs' LWDA  
10 letter, and that Plaintiffs and PAGA Aggrieved Employees are fully and irrevocably  
11 releasing the Released Parties from, in exchange for the consideration provided by this  
12 Settlement. PAGA Aggrieved Employees will only release claims alleged in, or that could  
13 have been alleged, based on the facts asserted in Plaintiffs' LWDA letter. PAGA  
14 Aggrieved Employees will release the PAGA Claims even if they, as a Class Member,  
15 request exclusion from the class. Released PAGA Claims include any claims for attorneys'  
16 fees, costs, or other damages that may be recoverable under the PAGA claims that are  
17 alleged or could have been alleged in the Operative complaint.

18 *See* Amended Settlement Agreement ¶ 39.


19 The PAGA Period is defined as July 16, 2019 through March 17, 2022.

20 Judgment in this matter is entered in accordance with the terms of the Amended Settlement  
21 Agreement and the Final Approval Order. This document shall constitute a Judgment for purposes  
22 of California Rule of Court 3.769(h). This Judgment is intended to be a final disposition of the  
23 above captioned action in its entirety, and is intended to be immediately appealable.

24 The Court shall retain jurisdiction with respect to all matters related to the administration  
25 and consummation of the Settlement, to enforce the terms of the judgment, and any and all claims,  
26 asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited  
27 to all matters related to the Settlement and the determination of all controversies relating thereto.

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

DATED: 08/17/2022

  
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Honorable Maren E. Nelson  
Judge of the Superior Court