

FILED

KERN COUNTY SUPERIOR COURT
02/16/2022

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DEPUTY

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

JEREMY TABER, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"), on behalf of the State of California
and other aggrieved employees,

Plaintiff,

vs.

PCL INDUSTRIAL SERVICES, INC., a
Colorado corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: BCV-20-101382 JEB

Assigned to the Hon. J. Eric Bradshaw

**~~PROPOSED~~ ORDER APPROVING THE
PARTIES' PAGA SETTLEMENT
AGREEMENT AND JUDGMENT**

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1 8. The Court hereby awards \$375,000 in attorneys' fees and \$15,000 costs to Plaintiff's
2 Counsel, Capstone Law APC.

3 9. The Court approves a Service Award of \$10,000 to Jeremy Taber.

4 10. The Court appoints CPT Group, Inc. to serve as the Settlement Administrator and
5 approves costs of administration not to exceed \$10,000

6 11. This Judgment shall be binding on all Aggrieved Employees and the State of California,
7 who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the
8 Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th
9 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee
10 under PAGA is binding not only on the named employee plaintiff but also on state labor law
11 enforcement agencies and any aggrieved employee not a party to the proceeding).

12 12. The Court finds that that the "Released Parties," which term is defined in the Settlement
13 as "Defendant and all of Defendant's past, present, and future parent companies, affiliates, subsidiaries,
14 divisions, joint venturers, predecessors, successors, insurers, re-insurers, assigns, consultants,
15 subcontractors, and their employee benefit plans, and the trustees, fiduciaries, and administrators of those
16 plans, and any of their respective current or former stockholders, owners, officers, directors, partners,
17 servants, agents, employees, independent contractors, representatives, attorneys, and each of them, and
18 any individual or entity which could be jointly liable with Defendant," are released from all "Settled
19 Claims," which term is defined in the Settlement as "any and all civil penalties under the Private
20 Attorneys General Act ("PAGA") based on any act, omission, event, occurrence alleged in, reasonably
21 related to, reasonably arising from, or reasonably could have been alleged based on the facts asserted in
22 the operative Complaint and/or any letter provided by the Plaintiff to the LWDA against Defendant (the
23 "Complaint"), including, but not limited to, penalties under California Labor Code §§ 201, 202, 203,
24 204, 210, 212, 213, 221, 222.5, 223, 224, 225.5, 226(a), 226.3, 226.7, 256, 510, 512(a), 516, 558,
25 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2802, 6401, 6403, and the corresponding sections
26 of the IWC Wage Order No. 16, and all penalties based on the foregoing under PAGA (Labor Code §§
27 2698-2699.5), during the Settlement Period."

28 13. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive

1 and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned
2 action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

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

5 Date 02/16/2022



Signed: 2/16/2022 10:39 AM

6 Hon. J. Eric Bradshaw
7 Kern County Superior Court Judge