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individually and on behalf of all other
aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

RAUL CARRO, individually and on behalf of
all other aggrieved employees,

Plaintiff,

vs.

WEST COAST FIRE & INTEGRATION, INC.,
a California corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO. CIVDS2015390

[Assigned for all purposes to the Hon.
Joseph T. Ortiz, Dept. 17]

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

1 Plaintiff Raul Carro's ("Plaintiff" or "Carro") Motion for Approval of PAGA Settlement
2 came on regularly for hearing on June 28, 2023, the Honorable Joseph T. Ortiz presiding. Having
3 reviewed Plaintiff's motion, the Declarations of Launa Adolph and Raul Carro and the exhibits
4 thereto, including the Settlement and Release of PAGA Claims ("Settlement Agreement"), and
5 good cause appearing,

6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

7 1. For purposes of this Final Order and Judgement ("Order"), the Court adopts all
8 defined terms as set forth in the Settlement Agreement. A copy of the Settlement Agreement is
9 attached as Exhibit A to the Declaration of Launa Adolph in Support of Plaintiff's Motion for
10 Approval of PAGA Settlement and is made part of this Order.

11 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
12 Aggrieved Employees, and Defendant. The Aggrieved Employees consist of all current and
13 former non-exempt employees employed in California by West Coast Fire & Integration, Inc.
14 between January 31, 2019 and March 3, 2023 (the "Settlement Period").

15 3. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"),
16 Labor Code section 2699, *et seq.*, the Court approves the Settlement and finds that it is fair and
17 reasonable and provides genuine and meaningful relief consistent with the underlying purpose of
18 PAGA to benefit the public.

19 4. The Court finds that notice of the Settlement was provided to the Labor and
20 Workforce Development Agency ("LWDA"), as required by Labor Code § 2699(1)(2).

21 5. Upon full payment of the Maximum Settlement Amount, all Aggrieved Employees
22 shall be deemed to have released the Released Parties of any and all claims for civil penalties
23 under PAGA based on the factual allegations or legal theories espoused in the notice letter
24 Plaintiff sent to the LWDA on or about May 18, 2020 and/or the operative complaint, including
25 failure to pay for all hours worked, including overtime and minimum wages; failure to provide
26 meal periods; failure to pay one hour of premium pay when lawful meal periods were not
27 provided; failure to provide rest periods; failure to pay one hour of premium pay when lawful rest
28 periods were not provided; failure to timely pay wages during employment; failure to maintain

1 accurate records of hours worked; failure to pay all wages due upon separation; failure to furnish
2 accurate itemized wage statements; failure to maintain required records; and failure to indemnify
3 employees for necessary business expenditures incurred in the discharge of duties, which arose
4 during the Settlement Period. The claims released by this Settlement therefore specifically
5 include claims for penalties, interest and attorneys' fees under PAGA arising under or pursuant to
6 Cal. Labor Code §§ 201, 202, 203, 204, 210, 218.6, 221, 223, 224, 226, 226.3, 226.7, 510, 512,
7 516, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, 2698-2699.5, all applicable IWC Wage
8 Orders, including Wage Order 4, and Cal. Civ. Code §§ 3287 and 3288. The Aggrieved
9 Employees, other than the Plaintiff by executing the Individual Settlement Agreement, will not be
10 deemed to have released any individual, non-PAGA wage and hour claims by sole virtue of the
11 execution of this Settlement and the associated entry of Judgment.

12 6. The Court finds the Maximum Settlement Amount and the Net Settlement
13 Amount, as well as the methodology used to calculate and pay the Individual Settlement
14 Payments is fair and reasonable. The Court thereby enters judgment against Defendant in the
15 amount of \$285,000.00.

16 7. The Court authorizes the Settlement Administrator to pay the Net Settlement
17 Amount and Individual Settlement Payments in accordance with the terms of the Settlement
18 Agreement.

19 8. From the Maximum Settlement Amount, Plaintiff's Counsel is awarded
20 \$95,000.00, which represents one-third of the Maximum Settlement Amount, for their reasonable
21 attorneys' fees and \$20,126.95 for their actual costs incurred in the Action. The Court finds that
22 the requested attorneys' fees are reasonable in light of the relevant factors and that Plaintiff's
23 Counsel's costs were reasonable. The payment of Plaintiff's Counsel Award shall be made in
24 accordance with the terms of the Settlement Agreement.

25 9. The Court hereby approves a Service Award in the amount of \$7,500.00 to
26 Plaintiff for his services as PAGA representative, and order that this amount be paid from the
27 Maximum Settlement Amount. The Court finds that these amounts are fair and reasonable in
28 light of Plaintiff's contributions to the litigation and the risks he undertook in being a named

1 plaintiff. The Service Award shall be made in accordance with the terms of the Settlement
2 Agreement.

3 10. The Court approves Settlement Administration Costs in the amount of \$6,000.00
4 and order that these costs be paid from the Maximum Settlement Amount.

5 11. The Court approves the Notice to be sent to Aggrieved Employees accompanying
6 their respective Individual Settlement Payment and which is substantially in the form attached as
7 Exhibit A to the Settlement Agreement.

8 12. This Judgment is intended to be a final disposition of the Action and is intended to
9 be immediately appealable.

10 13. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain
11 jurisdiction with respect to the interpretation, implementation, and enforcement of the Settlement
12 and all order and judgment entered in connection therewith.

13 14. Final judgment is hereby entered.

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15 DATED: 6/28/23

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17 HON. JOSEPH T. ORTIZ
18 JUDGE OF THE SUPERIOR COURT
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