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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUN 01 2023

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

ENRIQUE HERNANDEZ, individually, and on
behalf of aggrieved employees pursuant to the
Private Attorneys General Act ("PAGA");

Plaintiff,

v.

MMR GROUP, INC., a Louisiana corporation;
MMR CONSTRUCTORS, INC., a Louisiana
corporation; and DOES 1 through 100, inclusive;

Defendants.

Case No.: RIC2003857

Assigned for All Purposes to:
Honorable Craig Riemer
Department 1

**ORDER AND JUDGMENT GRANTING
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE § 2698,
ET SEQ.) SETTLEMENT AGREEMENT
AND ATTORNEY FEE AMOUNT AND
COST AMOUNT**

[Reservation ID: 872255059058]

Hearing Date: June 1, 2023
Hearing Time: 8:30 a.m.
Hearing Place: Department 1

Complaint Filed: September 23, 2020
Trial Date: None Set

1 This matter has come before the Honorable Craig Riemer in Department 1 of the Riverside
2 County Superior Court (Historic Courthouse) located at 4050 Main Street, Riverside, California
3 92501, on Plaintiff Enrique Hernandez's ("Plaintiff") Motion for Approval of Private Attorneys
4 General Act (Labor Code § 2698, *et seq.*) Settlement Agreement. This Court reviewed the papers
5 submitted by Plaintiff in support of approval of the PAGA Settlement Agreement and Release
6 ("Settlement Agreement," "Settlement," and "Agreement") pursuant to Labor Code section 2698,
7 *et seq.* (Private Attorneys General Act of 2004 ("PAGA")). Based upon this review, and the findings
8 below, the Court finds good cause to enter this order.

9 **FINDINGS:**

10 Unless otherwise specified, defined terms in this Order and Judgment have the same
11 definition as the terms in the Settlement Agreement.

12 The Court has jurisdiction over the subject matter of this litigation brought by Plaintiff,
13 individually and in his capacity as a private attorney general proxy or agent of the State, against
14 Defendants MMR Group, Inc. and MMR Constructors, Inc. ("Defendants").

15 On or about June 11, 2020, Plaintiff served a notice letter to the California Labor and
16 Workforce Development Agency ("LWDA") and Defendants, pursuant to Labor Code section
17 2699.3, to notify the LWDA and Defendants of the alleged Labor Code violations.

18 On September 23, 2020, Plaintiff filed this putative representative PAGA action against
19 Defendants, individually, and on behalf of California.

20 The Parties expressly acknowledge the Settlement Agreement is entered into solely for the
21 purpose of compromising the significantly disputed PAGA claim and that nothing contained therein
22 is an admission of liability or wrongdoing by Defendants.

23 The Court finds the Settlement was entered in good faith and the Parties have satisfied the
24 standards and applicable requirements for approval of a settlement of the PAGA claim.

25 The Court finds, pursuant to Labor Code sections 2699, subdivisions (1)(2) and (1)(4), the
26 LWDA was given timely notice of the Agreement. On May 9, 2023, Plaintiff submitted a Notice of
27 Settlement to the LWDA, attached to which was a copy of the Agreement. Plaintiff's Notice of
28 Settlement complied with the requirements of Labor Code section 2699, subdivision (1)(2).

1 The Court, having reviewed the evidence and papers submitted, and considered any
2 argument of counsel, hereby grants the motion and approves the terms of the settlement as set forth
3 in the Settlement Agreement under Labor Code section 2699, subdivision (1)(2), as fair, adequate,
4 and reasonable.

5 **IT IS HEREBY ORDERED THAT:**

6 1. The “Aggrieved Employees” are defined as all current and former non-exempt
7 employees employed by Defendants in California during the period from July 20, 2019, through
8 and including March 25, 2023 (“Aggrieved Employees” and “PAGA Period”).

9 2. The Released Parties are defined as Defendants together with their officers,
10 directors, employees, and agents (“Released Parties”).

11 3. Phoenix Class Action Administration Solutions is hereby appointed to serve as the
12 Administrator.

13 4. Defendants shall pay the Gross Settlement Amount of \$581,360 in accordance with
14 the Settlement Agreement.

15 5. The Court approves the Attorney Fee Amount to PAGA Counsel of up to \$190,000,
16 Cost Amount to PAGA Counsel as reimbursement of documented actual litigation costs and
17 expenses of \$12,307.12, and Administration Costs of \$4,850 to the Administrator, all payable from
18 the Gross Settlement Amount. The Court finds the amounts requested are fair and reasonable.

19 6. After deducting the above-mentioned payments, the balance of the settlement
20 amount will be \$374,202.88 (“PAGA Penalties Fund”). Under the terms of the Settlement
21 Agreement, seventy-five (75%) of the PAGA Penalties Fund (\$280,652.16) will be paid to the
22 LWDA (“LWDA PAGA Payment”), and the remaining twenty-five percent (25%) of the PAGA
23 Penalties Fund (\$93,550.72) will be distributed to the Aggrieved Employees (“Individual PAGA
24 Payments”) using the formula set forth in the Settlement Agreement.

25 7. The Administrator shall calculate and pay the Individual PAGA Payments in
26 accordance with the terms of the Settlement.

27 8. On the Effective Date (as defined in the Settlement), Defendants shall deliver the
28 Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet.

1 9. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds
2 to the Administrator no later than 15 calendar days after the Effective Date or as otherwise directed
3 by the Court.

4 10. Within ten (10) calendar days after Defendants fund the Gross Settlement Amount,
5 the Administrator shall issue checks for the Attorney Fee Amount, Cost Amount, Administration
6 Costs, LWDA PAGA Payment, and Individual PAGA Payments. Disbursement of the Attorney Fee
7 Amount and Cost Amount shall not precede disbursement of Individual PAGA Payments.

8 11. The Administrator shall issue checks for Individual PAGA Payments and send them
9 to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The Administrator shall
10 conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are
11 returned undelivered without USPS forwarding address.

12 12. The Court hereby approves, as to form and content, the Notice of Settlement to
13 Aggrieved Employees attached as Exhibit A to the Agreement. Each Individual PAGA Payment
14 check will be accompanied by a copy of the Notice of Settlement to Aggrieved Employees.

15 13. All checks mailed to Aggrieved Employees shall be valid for one hundred eighty
16 (180) calendar days after their mailing. Afterwards, the uncashed settlement checks will be
17 cancelled. The funds associated with such cancelled checks, plus interest, if any, that has accrued
18 thereon, will be distributed to the State Controller's Office Unclaimed Property Division in the
19 name of the respective Aggrieved Employees.

20 14. Effective on the date when Defendants fully fund the entire Gross Settlement
21 Amount, Plaintiff, individually and in his capacity as a private attorney general proxy or agent of
22 the State, and the State of California, as real party in interest, knowingly and voluntarily release all
23 claims for civil and statutory penalties that could have been sought by the Labor Commissioner for
24 the alleged violations identified in the PAGA Notice to the extent they are alleged in the Operative
25 Complaint. The Released PAGA Claims shall only apply to the alleged violations that arose,
26 accrued, and/or have been asserted during the PAGA Period.

27 15. PAGA Counsel shall not seek or be entitled to any attorneys' fees or expenses related
28 to the claims encompassed by the Agreement, other than those set forth above.

1 16. Plaintiff's compliance with the notice procedures described in the Settlement
2 Agreement shall constitute due and sufficient notice to the LWDA and shall be deemed to satisfy
3 any requirement of due process. Nothing else shall be required of, or done by, the Parties, PAGA
4 Counsel, or Defense Counsel to provide notice of the Settlement.

5 17. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain continuing
6 jurisdiction over this matter and the Parties to the fullest extent necessary to enforce and effectuate
7 the terms and intent of the Agreement.

8 18. Nothing in this Order and Judgment or the Settlement Agreement shall be construed
9 as evidence of an admission or concession by any of the Parties. The Settlement and this resulting
10 Order and Judgment simply represents a compromise of significantly disputed allegations.

11 19. Within ten (10) calendar days of entry of this Order and Judgment, Plaintiff shall
12 provide a copy of this Order and Judgment to the LWDA, pursuant to Labor Code section 2699,
13 subdivision (1)(3) and (1)(4).

14 20. A Final Accounting (Nonappearance) Hearing is scheduled on January 19, 2024,
15 before this Court. Within five (5) court days before this hearing, Plaintiff shall file a report in the
16 form of a declaration of the Administrator concerning the amount of money distributed and/or
17 uncashed.

18 21. Following the funding of the Gross Settlement Amount by Defendants and payments
19 from the Gross Settlement Amount by the Administrator, Plaintiff will request dismissal of this
20 matter with prejudice as to Plaintiff and the State of California and without prejudice as to any
21 individual, non-representative claims of the Aggrieved Employees.

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23 **IT IS SO ORDERED.**

24
25 Dated: June 1, 2023

26 
27 HONORABLE CRAIG RIEMER
28 JUDGE OF THE SUPERIOR COURT

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On June 6, 2023, I served the foregoing document described as

for the following case:	Hernandez v. MMR Group, Inc., et al.
LWDA/Court Case No.:	LWDA Case No.: CM-793191-20
	Court Case No.: RIC2003857
	Riverside County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 6, 2023, at Pasadena, California.

Betty Marie Loub

Bitty Minnis-Lemley