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Attorneys for Plaintiff
MARIAH BARAJAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

MARIAH BARAJAS, individually and as a
private attorney general;

Plaintiff,

vs.

SHIPYARD STAFFING, LLC, a Virginia
limited liability company; RIGUP, INC., a
Delaware corporation; L3 TECHNOLOGIES,
INC., a Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

FILED
Clerk of the Superior Court

MAY 19 2023

By: B. Orihuela, Deputy

ELECTRONICALLY RECEIVED

Superior Court of California,
County of San Diego

04/13/2023 at 10:41:03 AM

Clerk of the Superior Court
By Malka Manneh, Deputy Clerk

Case No.: 37-2021-00021342-CU-OE-CTL

*Assigned for all purposes to Hon. Kenneth J.
Medel, Dept. C-66*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR ORDER
APPROVING SETTLEMENT PURSUANT
TO CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT
AND ENTERING JUDGMENT**

*[Filed concurrently with Motion for Order
Approving Settlement Pursuant to California
Labor Code Private Attorneys General Act and
Entering Judgment; Declaration of Cody
Payne; and Declaration of Mariah Barajas]*

Hearing Date: May 19, 2023

Hearing Time: 9:30 a.m.

Department: C-66

1 **PROPOSED ORDER**

2 Having reviewed and considered Plaintiff's Motion for Order Approving Settlement
3 Pursuant to California Labor Code Private Attorneys General Act and Entering Judgment, and good
4 cause appearing for the same, it is hereby ORDERED, ADJUDGED, and DECREED AS
5 FOLLOWS:

6 1. The Court HEREBY APPROVES AND CONFIRMS the civil penalties and release
7 of claims provided for in the Parties' PAGA Settlement Agreement ("Settlement Agreement," or
8 "Settlement"), attached as Exhibit 2 to the Declaration of Cody Payne.

9 2. Final judgment is hereby entered in conformity with the Settlement. All terms used
10 herein shall have the same meaning as defined in the Settlement Agreement.

11 3. This Court has jurisdiction over the subject matter of this Action, and over all Parties
12 to this Action, including Plaintiff Mariah Barajas ("Plaintiff"), the State of California, and all
13 Aggrieved Employees.

14 4. The Court designates Phoenix Settlement Administrators as the third-party
15 Administrator ("the Administrator") for distribution of the Gross Settlement Amount and other
16 duties set forth in the Settlement.

17 5. Within fifteen (15) calendar days of the Effective Date, Defendants Shipyard
18 Staffing, LLC and Workrise Technologies Inc., formerly known as RigUp, Inc. ("Defendants") will
19 provide the Administrator with information for Aggrieved Employees, including each Aggrieved
20 Employee's name, last-known mailing address, Social Security number, and number of pay periods
21 worked during the PAGA Period.

22 6. Within fifteen (15) calendar days of the Effective Date, Defendants will fully fund
23 the Gross Settlement Amount by transmitting the funds to the Administrator.

24 7. Within fourteen (14) calendar days of the full funding of the Settlement, the
25 Administrator shall distribute the Gross Settlement Amount as provided in the Settlement and set
26 forth below:

- 27 a. One Hundred Ninety-Four Thousand Six Hundred Dollars and Zero Cents (\$194,600.00)
28 to PAGA Counsel for attorneys' fees, which is thirty-five percent (35%) of the Gross
Settlement Amount, and attorneys' costs in the amount of Twelve Thousand Five

1 Hundred Dollars and Zero Cents (\$12,500.00), from the Gross Settlement Amount as
2 final payment for and complete satisfaction of any and all attorneys' fees and costs
3 incurred by and/or owed to PAGA Counsel related to the Action;

4 b. Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) to Plaintiff ("Plaintiff
5 Enhancement Payment") from the Gross Settlement Amount, to compensate Plaintiff for
6 her services in prosecuting the Action and performing work in support of the Action;

7 c. Five Thousand Nine Hundred Ninety-Five Dollars and Zero Cents (\$5,995.00) to the
8 Administrator, Phoenix Settlement Administrators, from the Gross Settlement Amount
9 for administration expenses incurred by the Administrator ("Administration Expenses
10 Payment"); and

11 d. The PAGA Penalties remaining after the deduction of the Plaintiff Enhancement
12 Payments, PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses
13 Payment to PAGA Counsel, and Administration Expenses Payment, i.e., \$340,405.00,
14 shall be distributed to the California Labor and Workforce Development Agency
15 ("LWDA") and Aggrieved Employees. 75% of the PAGA Penalties (\$255,303.75) shall
16 be distributed to the LWDA. 25% of the PAGA Penalties (\$85,101.25) shall be
17 distributed to the Aggrieved Employees on a *pro rata* basis based on the number of pay
18 periods worked by each Aggrieved Employee during the PAGA Period. The
19 Administrator shall mail each Aggrieved Employee their Individual PAGA Payment
20 check.

21 8. All checks to Aggrieved Employees shall remain valid and negotiable for 180 days
22 from the date of their issuance. If any checks are not cashed within 180 days of mailing, those funds
23 shall be transmitted to the California Controller's Unclaimed Property Fund pursuant to the
24 Unclaimed Property Law, California Code of Civil Procedure §1500, *et seq.*, for the benefit of those
25 Aggrieved Employees who did not cash their checks until such time that they claim their property.

26 9. Upon the date the Court enters Judgment and Defendants fully fund the Gross
27 Settlement Amount, Plaintiff shall release and discharge Defendants and each of their former and
28 present directors, officers, employees, partners, agents, executors, shareholders, parents, owners,
members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates

1 ("Released Parties") from all claims, transactions, or occurrences that occurred during the PAGA
2 Period, including, but not limited to, all claims that were, or reasonably could have been, alleged,
3 based on the facts contained in the Operative Complaint and the PAGA Notice.

4 10. Upon the date the Court enters Judgment and Defendants fully fund the Gross
5 Settlement Amount, the Aggrieved Employees shall release the Released Parties from all claims for
6 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
7 Period facts stated in the Operative Complaint and the PAGA Notice. The release of the Released
8 PAGA Claims shall extend for the duration of the PAGA Period. Aggrieved Employees cannot opt
9 out of or object to the Release.

10 11. The Court finds that Plaintiff gave notice to the LWDA and to Defendants of her
11 intention to pursue claims for civil penalties under PAGA arising out of the facts and legal theories
12 alleged in the Complaint, that the LWDA did not give notice that it intended to investigate these
13 claims within 65 days of receiving Plaintiff's notice, and that Plaintiff is therefore authorized to
14 pursue these claims on behalf of the LWDA. The Court further finds that Plaintiff gave notice of
15 this proposed settlement of those claims under PAGA to the LWDA in accordance with Labor Code
16 section 2699(1)(2), and that the LWDA has not expressed any objection to the proposed settlement.
17 Accordingly, this Judgment also bars the LWDA, or any other agency of the State of California, or
18 any person acting on its behalf, from collecting any penalties due to any of them, or any unpaid
19 wages due to Aggrieved Employees, to the extent those penalties or unpaid wages arise out of the
20 Released PAGA Claims or the facts giving rise to those claims. *Arias v. Super. Ct.*, 46 Cal.4th 969,
21 985-986 (2009).

22 12. PAGA Counsel is directed to submit a copy of this Order and Judgment to the
23 California Labor and Workforce Development Agency within ten (10) calendar days of entry of the
24 Judgment.

25 13. Without affecting the finality of this Order and Judgment, the Court shall retain
26 continuing jurisdiction over this action and the parties, and over all matters pertaining to the
27 implementation and enforcement of the terms of the Settlement Agreement pursuant to Civil
28 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies

1 arising with or with respect to the interpretation, enforcement, or implementation of the Settlement
2 Agreement shall be presented to the Court for resolution.

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

4
5 DATED: 5.19.23

Kenneth J. Medel
JUDGE OF THE SUPERIOR COURT

Kenneth J. Medel