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9 Attorneys for Plaintiff and the Aggrieved Employees

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

11 **FOR THE COUNTY OF SAN DIEGO**

12 ERIK ROJAS, an individual, on behalf of the
13 State of California, as a private attorney
general, and on behalf all others similarly
14 situated,

15 Plaintiff,

16 v.

17 SEMPER SOLARIS CONSTRUCTION, INC.,
and DOES 1-50, inclusive,

18 Defendants.

CASE NO.: 37-2020-35083-CU-OE-CTL

Assigned to the Hon. Richard E. L. Strass

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT PURSUANT TO
THE PRIVATE ATTORNEY GENERAL
ACT OF 2004**

HEARING DATE

Date: September 3, 2021

Time: 9:00 a.m.

Dept.: 75

Complaint Filed: October 2, 2021

Trial Date: None Set

ELECTRONICALLY RECEIVED

Superior Court of California,
County of San Diego

08/12/2021 at 03:32:38 PM

Clerk of the Superior Court
By Erika Engel, Deputy Clerk

FILED
Clerk of the Superior Court

SEP 03 2021

By: B. DELGADO

1 **[PROPOSED] ORDER**

2 Having considered the Parties' submissions, and all legal authorities and documents
3 submitted in support thereof, including the PAGA Settlement Agreement and its attachments (the
4 "Settlement Agreement" and/or the "Settlement") submitted in support of Plaintiff's Notice of
5 Motion and Motion to Approve PAGA Settlement Pursuant to the Private Attorney General Act of
6 2004 ("Plaintiff's Motion") as Exhibit A to the Declaration of Joshua S. Falakassa in support
7 thereof, and good cause appearing, **IT IS HEREBY ORDERED** that Plaintiff's Motion is
8 **GRANTED**, subject to the following findings and orders:

9 a) All terms used herein shall have the same meaning as defined in the Settlement
10 Agreement.

11 b) The Court hereby approves the terms set forth in the Settlement Agreement and
12 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
13 the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the
14 Settlement Agreement has been reached as a result of informed and non-collusive arm's-length
15 negotiations. The Court further finds that the Parties were able to reasonably evaluate their
16 respective positions. The Court also finds that settlement now will avoid additional and potentially
17 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
18 case. The Court has reviewed the monetary recovery being provided as part of the Settlement and
19 recognizes the significant value accorded to the Covered Employees.

20 c) The Settlement Agreement is not an admission by Defendant Semper Solaris
21 Construction, Inc. ("Defendant"), nor is this Order a finding of the validity of any allegations or of
22 any wrongdoing by Defendant. Neither is this Order, the Settlement Agreement, nor any document
23 referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed
24 as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability
25 whatsoever by or against the Defendant.

26 d) The Defendant shall pay the Covered Employees pursuant to the procedure
27 described in the Settlement Agreement.

1 e) The Court hereby confirms Joshua Falakassa of Falakassa Law, P.C., and Mehrdad
2 Bokhour of the Bokhour Law Group, P.C. as Plaintiff's Counsel.

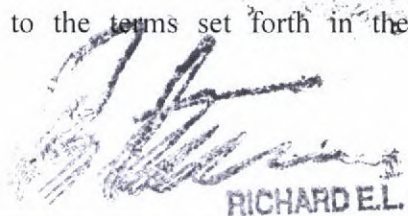
3 f) The Court hereby awards attorneys' fees in the amount not to exceed one-third of
4 the Settlement Sum, which is \$50,000 in attorneys' fees and \$11,354.19 in reasonable litigation
5 costs (collectively "Plaintiff's Counsel Payment"). The Court finds that Plaintiff's Counsel
6 Payment is reasonable in light of the relevant factors under California law and in light of the
7 Settlement reached. The payment of attorneys' fees and litigation costs to Plaintiff's Counsel shall
8 be made in accordance with the terms of the Settlement.

9 h) The Defendant shall have no further liability for costs, expenses, interest, attorneys'
10 fees, or for any other charge, expense, or liability, except as provided in the Settlement
11 Agreement.

12 The Court further orders, adjudges and decrees that Plaintiff fully release and discharge
13 Defendant Semper Solaris Construction, Inc., along with the Released Parties, of the
14 representative claims for civil penalties pursuant to the terms set forth in the Settlement
15 Agreement.

16 **IT IS SO ORDERED.**

17 DATED: SEP 03 2021


RICHARD E. L. STRAUSS *BP*
HON. RICHARD E. L. STRAUSS
JUDGE OF THE SUPERIOR COURT