

FILED
Clerk of the Superior Court

SEP 08 2023

By: V. Secaur

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

JUAN LIMON, individually and on
behalf of all others similarly situated,

Plaintiffs,

vs.

ROMAN BERNAL PAINTING
CORPORATION DBA PRO-TECH
PAINTING COMPANY, *et al.*,

Defendants.

) Case No.: 37-2021-00002171-CU-OE-
) CTL

) Judge: Hon. Timothy Taylor
) Location: C-72

) **~~PROPOSED~~ ORDER APPROVING**
) **PAGA SETTLEMENT**

)

1 **[PROPOSED] ORDER**

2 WHEREAS, Plaintiff Juan Limon (Representative Plaintiff) on behalf of
3 himself, the Aggrieved Employees, and as a proxy for the State of California
4 (Plaintiffs) and Defendants Roman Bernal Painting Corporation DBA Pro-Tech
5 Painting Company, Roman E. Bernal, and Lisa M. Bernal (Defendants) appeared, via
6 counsel, at a hearing on September 8, 2023 at 1:30 p.m. for an unopposed Motion for
7 an Order Approving a Private Attorney General's Act (PAGA) Settlement and
8 Release;

9 WHEREAS, on January 1, 2019, Plaintiffs filed the instant lawsuit against
10 Defendants;

11 WHEREAS, through the operative Complaint in the lawsuit, Plaintiffs sought,
12 *inter alia*, penalties, attorneys' fees, and costs pursuant to the PAGA, Labor Code §
13 2698, *et seq.* based on Plaintiffs' allegations that Defendants violated various Labor
14 Code provisions;

15 WHEREAS, Defendants deny each and every one of the allegations asserted in
16 the operative Complaint and asserts that it has no liability for Plaintiffs' claims;

17 WHEREAS, the parties desire to settle the lawsuit for the purpose of avoiding
18 the burden, time, expense, and uncertainty of continuing litigation, and for the
19 purpose of putting to rest this litigation;

20 WHEREAS, Labor Code § 2699(l) states that the "court shall review and
21 approve any penalties sought as part of a proposed settlement agreement pursuant to
22 this part"; and

23 WHEREAS, the Court has reviewed and considered Plaintiffs' moving papers
24 and, based thereon, the Court hereby makes the following findings:

25 1. Plaintiffs' Motion is GRANTED subject to the terms and definitions
26 contained in the foregoing Motion, which are incorporated by reference as though set
27 forth in this Order;

28 2. The settlement agreement attached as Exhibit 1 to the Declaration of

1 Thomas D. Rutledge filed in support of the foregoing Motion is approved subject to
2 the terms of this Order.

3 3. The notice of settlement attached as Exhibit 6 to the Declaration of
4 Thomas D. Rutledge filed in support of the foregoing Motion is approved subject to
5 the terms of this Order and that one is sent in Spanish to the Aggrieved Employees.

6 4. Defendants shall pay \$500,000 (the "Gross Settlement Amount") to
7 settle this Action within 30 days from the date of entry of Order granting PAGA
8 approval (the "Effective Date").

9 5. Plaintiffs' Counsel shall provide the required notice to the Labor
10 Workforce Development Agency (LWDA) before this Order is followed.

11 6. Phoenix Settlement Administrators shall serve as the settlement
12 administrator and will perform all reasonably necessary requirements to effectuate the
13 settlement as described in Plaintiffs' Motion.

14 7. From the Gross Settlement Amount, the settlement administrator shall
15 make the following distributions:

16	Gross Settlement Amount:	\$500,000
17	The named Plaintiff (minus):	(\$50,000)
18	Plaintiffs' Counsel Fees (minus):	(\$166,700)
19	(one half to Mr. Rutledge; one half to The Pendergast Law Firm, PC)	
20	Plaintiffs' Counsel Costs (minus):	(\$4,711)
21	Settlement Administrator (minus):	(\$6,000)
22	Net Settlement Amount:	\$272,589
23	The LWDA (minus)(i.e., 75% of the NSA):	(\$204,442)
24	Estimated Distributable Amount to Aggrieved	
25	Employees (minus) (i.e., 25% of the NSA):	(\$68,147)
26	Amount Left After Distribution:	\$0

27 8. The Settlement Administrator shall pay any remaining proceeds from
28 uncashed checks after the expiration of 180 days to the LWDA.

9. There will be no reversion of unclaimed funds to Defendants.

10. Under no circumstances will Defendants be required to pay more than the Gross Settlement Amount of \$500,000.

11. Upon receipt of his portion of the settlement proceeds, all of Plaintiff Limon's claims shall be released pursuant to § 1542 of the Civil Code.

12. Upon distribution of the settlement proceeds, all Aggrieved Employees, fully release and discharge the Released Persons from all Released Claims, whether known or unknown during the PAGA Period regardless of whether that Aggrieved Employee receives and cashes his or her check for Settlement Payment.

13. All aspects of the foregoing shall constitute a JUDGMENT within the meaning of California law.

14. Upon distribution of the settlement proceeds, this action shall be dismissed with prejudice and the JUDGMENT shall be deemed paid in full (i.e., satisfied).

15. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the settlement in this matter.

IT IS SO ORDERED.

Dated: SEP 08 2023

Timothy B. Taylor

Hon. Timothy Taylor
Judge of the Superior Court of California
County of San Diego