

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 27901)
Helene Mayer (SBN 332975)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

OMAR PUERTO; individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

E & B NATURAL RESOURCES
MANAGEMENT CORPORATION, a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: BCV-20-102745

Honorable Thomas S. Clark
Department 17

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, *ET SEQ.*) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

Date: July 17, 2025
Time: 8:30 a.m.
Department: 17

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

**[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, *ET SEQ.*) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND
COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS**

1 This matter has come before the Honorable Thomas S. Clark in Department 17 of the Superior
2 Court of the State of California, for the County of Kern, on July 17, 2025 at 8:30 a.m., on Plaintiff Omar
3 Puerto’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et*
4 *Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee, and
5 Settlement Administration Costs (“Motion for Approval of Settlement”). Lawyers *for* Justice, PC appeared
6 for Plaintiff and LeBeau Thelen, LLP, appeared for Defendant E&B Natural Resources Management
7 Corporation (“Defendant”).

8 On or around May 29, 2025, Plaintiff and Defendant (together, the “Parties”) executed the Private
9 Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,” or
10 “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff’s Counsel (Helene Mayer) and Plaintiff (Omar Puerto), and (3) the Settlement
13 Agreement.

14 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

16 1. The Motion for Approval of Settlement is granted.
17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
18 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
19 of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent
20 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and
21 the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-
22 captioned action was filed prior to June 19, 2024.

23 4. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
24 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to,
25 providing the California Labor and Workforce Development Agency (“LWDA”) and Defendant with
26 notice of the specific provisions of the California Labor Code alleged to have been violated, including, and
27 not limited to, the facts and theories to support the alleged violations, in conformity with California Labor
28 Code § 2699.3(a).

1 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
2 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
3 appear in the above-captioned action (the “Action”).

4 6. The Settlement pertains to the following aggrieved employees:

5 All current and former hourly-paid or non-exempt employees who worked for Defendant in the
6 State of California at any time during the PAGA Period. (“Aggrieved Employee(s)”).

7 7. The Court finds that the Parties reached the Settlement as a result of arm’s-length
8 negotiations.

9 8. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
10 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
11 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
12 Amount shall be the Total Settlement Amount (\$600,000.00) less the approved Attorneys’ Fees and Costs
13 to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement
14 Administration Costs to Atticus Administration, LLC (the “PAGA Settlement Administrator”). Seventy-
15 five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”)
16 and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved
17 Employees (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement
18 Agreement.

19 9. The Court has considered the Settlement, and the monetary allocations provided thereby,
20 and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
21 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
22 with, this Order and Judgment and the Settlement Agreement.

23 10. The Court approves the payment of \$210,000.00 to Plaintiff’s Counsel for attorneys’ fees.
24 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with
25 this Order and Judgment and the Settlement Agreement.

26 11. The Court approves the payment of \$8,465.84 to Plaintiff’s Counsel for reimbursement of
27 litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
28 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement

1 Agreement.

2 12. The Court approves payment in the amount of \$7,500.00 to Plaintiff Omar Puerto for his
3 General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed
4 in accordance with this Order and Judgment and the Settlement Agreement.

5 13. The Court approves payment up to the amount of \$3,500.00 to Atticus Administration, LLC
6 for the Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and
7 shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

8 14. The Parties are directed to perform in accordance with the terms set forth in this Order and
9 Judgment and the Settlement Agreement.

10 15. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
11 Employees; however, the Court approves the Cover Letter, attached hereto as “EXHIBIT A,” and the
12 PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same
13 time that it distributes payments to Aggrieved Employees for their share of the Employees’ Portion
14 (“Individual Settlement Share(s”).

15 16. No later than seven (7) calendar days after the date of this Order and Judgment, Defendant
16 will provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with
17 this Order and Judgment and the Settlement Agreement.

18 17. No later than twenty-one (21) calendar days of the date of this Order and Judgment,
19 Defendant shall deposit \$200,000.00 into a qualified settlement account established, by the PAGA
20 Settlement Administrator for administration of the Settlement in accordance with this Order and Judgment
21 and the Settlement Agreement (“First Payment”). No later than ninety (90) calendar days of the date of
22 the First Payment, Defendant shall deposit \$200,000.00 into the qualified settlement account (“Second
23 Payment”). No later than ninety (90) calendar days of the date of the Second Payment, Defendant shall
24 deposit \$200,000.00 into the qualified settlement account (“Third Payment”).

25 18. No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the
26 First Payment, the PAGA Settlement Administrator shall mail the Cover Letter and Individual Settlement
27 Share checks (together, the “PAGA Settlement Package”) to all Aggrieved Employees by First-Class United
28 States mail and shall transmit the General Release Fee to Plaintiff, as provided for by this Order and

Judgment and the Settlement Agreement. No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Second Payment, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA and shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees, as provided for by this Order and Judgment and the Settlement Agreement. No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Third Payment, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel, as provided for by this Order and Judgment and the Settlement Agreement.

19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid and negotiable for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with such cancelled checks shall be transmitted by the PAGA Settlement Administrator to the California State Controller's Office Unclaimed Property Division, in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon the date of this Order and Judgment and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged the Released Parties, to the full extent permitted by law, of and from the Action and from the Released Claims.

21. "Released Parties" means Defendant, including Defendant's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

22. "Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under PAGA as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to

1 provide compliant rest periods and associated premiums, failure to timely pay wages during employment,
2 failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements,
3 failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-
4 related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a),
5 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare
6 Commission Wage Orders, including inter alia, Wage Orders 4-2001 and 16-2001.

7 23. "PAGA Period" means the period from September 17, 2019, through May 25, 2023.

8 24. No individualized notice of this Order and Judgment is required to be provided to the
9 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
10 system established for the filing of notices and documents, in conformity with California Labor Code §
11 2699(1)(3).

12
13
14 Date: _____

Honorable Thomas S. Clark
Judge of the Superior Court

EXHIBIT A

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Omar Puerto v. E&B Natural Resources Management Corporation*, Kern County Superior Court Case No. BCV-20-102745

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Omar Puerto v. E&B Natural Resources Management Corporation*, Kern County Superior Court Case No. BCV-20-102745 ("Action").

The lawsuit was filed on November 23, 2020 by Omar Puerto ("Plaintiff") against his former employer, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on September 17, 2020, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 16-2001, thereby initiating LWDA Case Number LWDA-CM-806762-20.

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations.

A settlement was reached between Plaintiff and Defendant E&B Natural Resources Management Corporation ("Defendant").

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period ("Aggrieved Employees"). The period September 17, 2019 through May 25, 2023 is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement and full funding of the Total Settlement Amount>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendant, including Defendant's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

"Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 16-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **[PAGA Settlement Administrator]** at **[toll-free phone number]**.