

FILED

Superior Court of California
County of Los Angeles

06/26/2025

David W. Stryker, Executive Officer / Clerk of Court

By: A. He Deputy

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)

slidman@lidmanlaw.com

Milan Moore (SBN 308095)

mmoore@lidmanlaw.com

Tiara Gose-Hardy (SBN 323823)

tgose@lidmanlaw.com

2155 Campus Drive, Suite 150

El Segundo, California 90245

Tel: (424) 322-4772

Fax: (424) 322-4775

Attorneys for Plaintiff

JOSE MARTINEZ

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)

phaines@haineslawgroup.com

2155 Campus Drive, Suite 180

El Segundo, California 90245

Tel: (424) 292-2350

Fax: (424) 292-2355

Attorneys for Plaintiff

JOSE MARTINEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSE MARTINEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SOUTHLAND ENERGY SYSTEMS, a
California corporation; and DOES 1 through
100, inclusive,

Defendants

Case No. 21STCV06911

*[Assigned for all purposes to the Hon. Stuart M.
Rice, Dept. SSC-1]*

**~~[AMENDED PROPOSED]~~ ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

Date: June 23, 2025

Time: 10:30 a.m.

Dept: SSC-1

**~~[AMENDED PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS REPRESENTATIVE'S SERVICE AWARD, AND ATTORNEYS' FEES AND
COSTS**

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1 This matter came on regularly for hearing before this Court on June 23, 2025, pursuant to
2 California Rule of Court 3.769 and this Court's February 14, 2025 Order Granting Preliminary Approval
3 of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Amended
4 Class Action and PAGA Settlement Agreement and Class Notice (herein "Settlement")¹ and the
5 documents and evidence presented in support thereof, and recognizing the disputed factual and legal
6 issues involved in this case, the risks of further prosecution and the substantial benefits to be received
7 by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the
8 proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length
9 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's
10 Motion for Final Approval of Class Action Settlement and ORDERS as follows. The conditional class
11 certification contained in the Preliminary Approval Order is hereby made final, and the Court thus
12 certifies, for purposes of the Settlement only, a Settlement Class defined as:

13 All individuals whom Defendant Southland Energy Systems classified as
14 nonexempt employees and who worked for Defendant in California at any time
15 during the Class Period. Class Period means the period of time starting February
16 19, 2017 and ending on June 3, 2024.

17 1. Plaintiff Jose Martinez is hereby confirmed as Class Representative, and Scott M.
18 Lidman and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC are
19 hereby confirmed as Class Counsel.

20 2. Notice was provided to the Settlement Class as set forth in the Settlement. The form and
21 manner of notice were approved by the Court on February 14, 2025 and the notice process has been
22 completed in conformity with the Court's Order. The Court finds that said notice was the best notice
23 practicable under the circumstances. The Class Action Settlement and Hearing Date for Final Court
24 Approval ("Class Notice") provided due and adequate notice of the proceedings and matters set forth
25 therein, informed Settlement Class members of their rights, and fully satisfied the requirements of
26 California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to
28 them in the Settlement.

1 3. The Court finds that no Settlement Class member objected to the Settlement, that zero
2 (0) class members have opted out of the Settlement, and that the 100% participation rate in the
3 Settlement supports final approval.

4 4. The Court hereby approves the settlement as set forth in the Settlement Agreement as
5 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according
6 to its terms.

7 5. For purposes of settlement only, the Court finds that (a) the members of the Settlement
8 Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are
9 questions of law or fact common to the Settlement Class, and there is a well-defined community of
10 interest among members of the Settlement Class with respect to the subject matter of the litigation; (c)
11 the claims of the Class Representative are typical of the claims of the members of the Settlement Class;
12 (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class
13 members; (e) a class action is superior to other available methods for an efficient adjudication of this
14 controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the
15 Settlement Class.

16 6. The Court finds that given the absence of objections to the Settlement, and objections
17 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

18 7. The Court orders that Defendant Southland Energy Systems [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

23 _____
24
25 ² “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment
26 on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of
27 the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the
28 Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the
deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day
after the appellate court affirms the Judgment and issues a remittitur.

1 [REDACTED]
2 [REDACTED]
3 [REDACTED].

4 8. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed
5 shall be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of
6 the Settlement Class member.

7 9. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
8 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
9 in conformity with the terms of the Settlement.

10 10. The Court finds that an incentive payment in the amount of [REDACTED] for Plaintiff Jose
11 Martinez is appropriate for his risks undertaken and service to the Settlement Class. The Court finds
12 that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this
13 payment in conformity with the terms of the Settlement.

14 11. The Court finds that attorneys' fees in the amount of [REDACTED] and litigation costs of
15 [REDACTED] for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
16 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.
17 The fee award is appropriate in light of the benefit provided to the class.

18 12. The Court orders that the Settlement Administrator shall be paid [REDACTED] from the
19 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and
20 finds that sum appropriate.

21 13. The Court finds that the payment to the California Labor & Workforce Development
22 Agency ("LWDA") in the amount of \$60,000.00 for its 75% share of the \$80,000.00 settlement of
23 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
24 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this
25 payment to the LWDA in conformity with the terms of the Settlement. The remaining 25% or
26 \$20,000.00 of the PAGA Amount is to be distributed to the 95 Aggrieved Employees in conformity with
27
28

the terms of the Settlement. The highest Individual PAGA Payment to an Aggrieved Employee is \$289.48, and the average Individual PAGA Payment to be paid is \$210.53.

14. The Court finds that the payment of employer-side payroll taxes owed on the Wage portions of the individual class payments estimated at a maximum rate of [REDACTED] at approximately [REDACTED] has been agreed by the parties and is approved.

15. The monetary terms of the Settlement are summarized below:

Gross Settlement Amount (“GSA”):	[REDACTED]
Minus Court-approved attorneys’ fees (update to 1/3 of GSA):	[REDACTED]
Minus Court-approved, verified costs:	[REDACTED]
Minus Court-approved Class Representative Service Award:	[REDACTED]
Minus Settlement Administration Costs:	[REDACTED]
Minus PAGA payment to the LWDA:	\$60,000.00
Estimated Employer Side Taxes	[REDACTED]
NSA:	[REDACTED]
Settlement Class Members	110
Average Individual Payment: NSA/Settlement Class	[REDACTED]

16. After the above deductions, attorneys’ fees [REDACTED], attorneys’ litigation costs [REDACTED], incentive payment to Plaintiff [REDACTED], Settlement Administrator costs [REDACTED] the PAGA Amount to the LWDA (\$60,000.00), and Defendant’s estimated employer side taxes [REDACTED] the Net Settlement Amount of [REDACTED] is to be distributed to 110 Settlement Class members, that worked a total of [REDACTED] workweeks during the Class Period, in conformity with the terms of the Settlement. The lowest Individual Settlement Share to be paid to a Settlement Class member is [REDACTED], the highest Individual Settlement Share is [REDACTED], and the average Individual Settlement Share to be paid is [REDACTED].

1 17. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the
2 portion of the Net Settlement Amount allocated to wages shall be paid from the Gross Settlement
3 Amount and is an estimated [REDACTED]

4 18. The Court finds and determines that upon satisfaction of all obligations under the
5 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will have
6 released the Released Claims as set forth in the Settlement, and will be permanently barred from
7 prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

8 19. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
9 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any
10 document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
11 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

12 18. The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order,
13 and the Judgment entered in connection with the Settlement.

14 19. The Settlement Administrator shall file a declaration regarding the disbursement of
15 Settlement funds on or before March 31, 2026. A NACR re: filing of distribution declaration is set for
16 April 7, 2026.

17 **IT IS SO ORDERED.**

18
19 Dated: June 26, 2025



Stuart M. Rice / Judge

Honorable Stuart M. Rice
Judge of the Superior Court