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**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] FINAL
JUDGMENT**

Date: June 23, 2025
Time: 10:30 a.m.
Dept: SSC-1

1 This matter came on regularly for hearing before this Court on June 23, 2025, pursuant
2 to California Rule of Court 3.769 and this Court’s February 14, 2025 Order Granting Preliminary
3 Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the
4 parties’ Amended Class Action and PAGA Settlement Agreement and Class Notice (herein
5 “Settlement”)¹ and the documents and evidence presented in support thereof, and the
6 submissions of counsel, the Court hereby ORDERS and enters this JUDGMENT as follows:

7 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

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

14 2. The Class Period is February 19, 2017 through June 3, 2024.

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

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

26
27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

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

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

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

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

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

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

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

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

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

19 13. The Court finds that the payment to the California Labor & Workforce
20 Development Agency ("LWDA") in the amount of \$60,000.00 for its 75% share of the
21 \$80,000.00 settlement of Plaintiff's representative action under the California Labor Code
22 Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the
23 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
24 of the Settlement. The remaining 25% or \$20,000.00 of the PAGA Amount is to be distributed
25 to the 95 Aggrieved Employees in conformity with the terms of the Settlement. The highest
26 Individual PAGA Payment to an Aggrieved Employee is \$289.48, and the average Individual
27 PAGA Payment to be paid is \$210.53.
28

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

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

5	Gross Settlement Amount (“GSA”):	[REDACTED]
6	Minus Court-approved attorneys’ fees (update to 1/3 of GSA):	[REDACTED]
7	Minus Court-approved, verified costs:	[REDACTED]
8	Minus Court-approved Class Representative Service Award:	[REDACTED]
9	Minus Settlement Administration Costs:	[REDACTED]
10	Minus PAGA payment to the LWDA:	\$60,000.00
11	Estimated Employer Side Taxes	[REDACTED]
12	NSA:	[REDACTED]
13		
14	Settlement Class Members	110
15	Average Individual Payment: NSA/Settlement Class	[REDACTED]

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

24 17. Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for
25 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant from
26 the Gross Settlement Amount and is an estimated [REDACTED].
27
28

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

5 19. Upon the Effective Date, by virtue of this Judgment, all Participating Class
6 Members, on behalf of themselves and their respective former and present representatives,
7 agents, attorneys, heirs, administrators, successors and assigns, release Defendant and its
8 respective former, current and future directors, officers, shareholders, owners, subsidiaries,
9 affiliates, managers, member, agents, principals, heirs, representatives (including, without
10 limitation, any investment bankers, accountants, auditors, consultants, attorneys, insurers,
11 predecessors, successors and assigns) (“Released Parties”) from (i) all claims that were alleged,
12 or reasonably could have been alleged, based on the Class Period facts stated in the Operative
13 Complaint and ascertained in the course of the Action[including any and all claims involving
14 any alleged (1) Failure to Pay All Overtime Wages Owed (Labor Code §§ 204, 510, 558, 1194,
15 1198); (2) Failure to Pay All Minimum Wages Owed (Labor Code §§ 1194, 1194.2, 1197); (3)
16 Failure to Provide Meal Periods (Labor Code §§ 226.7, 512); (4) Failure to Authorize and Permit
17 All Rest Periods (Labor Code §§ 226.7, 516); (5) Failure to Provide Accurate, Itemized Wage
18 Statements (Labor Code § 226 *et seq.*); (6) Unfair Competition (Bus & Prof Code § 17200 *et*
19 *seq.*) Except as set forth in Section 5.3 of the Agreement, Participating Class Members do not
20 release any other claims, including claims for vested benefits, wrongful termination, violation of
21 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
22 workers’ compensation or claims based on facts occurring outside the Class Period.

23 20. All Non-Participating Class Members who are Aggrieved Employees are
24 deemed to release, on behalf of themselves and their respective former and present
25 representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released
26 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
27 alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA
28

1 Notice, and ascertained in the course of the Action, and which occurred during the PAGA Period.
2 The claims under the PAGA being released include: (1) failure to pay overtime wages; (2) failure
3 to pay minimum wages; (3) failure to provide meal periods or provide premium wages in lieu
4 thereof; (4) failure to provide rest periods or provide premium wages in lieu thereof; and (5)
5 failure to provide accurate, itemized wage statements, and any and all related claims for
6 attorneys' fees and costs

7 21. Plaintiff and his respective former and present spouses, representatives, agents,
8 attorneys, heirs, administrators, successors and assigns generally, release and discharge Released
9 Parties from all claims, transactions or occurrences that occurred during the Class Period,
10 including, but not limited to: (a) all claims that were, or reasonably could have been, alleged,
11 based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or
12 reasonably could have been, alleged based on facts contained in the Operative Complaint,
13 Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2, below.
14 ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce
15 this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
16 social security benefits, workers' compensation benefits that arose at any time, or based on
17 occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or
18 law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
19 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
20 notwithstanding such different or additional facts or Plaintiff's discovery of them.
21 Notwithstanding the foregoing, the waiver and release in this Agreement does not apply to: (i)
22 those rights as a matter of law that cannot be waived, including, but not limited to, workers'
23 compensation claims; (ii) rights or claims arising out of this Agreement after this Agreement is
24 executed by Plaintiff; and (iii) rights or claims arising of this Agreement. The Agreement in no
25 way affects Plaintiff's entitlement and/or benefits to be received by Plaintiff in workers'
26 compensation pursuant to the jurisdiction of workers' compensation. Plaintiff also agrees to not
27 request an exclusion from this settlement. Any Class Representative Service Payment approved
28

1 by the Court will result in the issuance of a Form 1099 to the Class Representative, who shall
2 assume full responsibility and liability for the payment of taxes due on such award. For purposes
3 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and
4 benefits, if any, of section 1542 of the Civil Code, which reads:

5 A general release does not extend to claims that the creditor or releasing
6 party does not know or suspect to exist in his or her favor at the time of
7 executing the release, and that if known by him or her would have materially
8 affected his or her settlement with the debtor or Released Party.

9 22. The effective date of the releases described herein shall be effective on the date
10 when Defendant funds the Gross Settlement Amount pursuant to the payment plan set forth
11 above which Gross Settlement Amount includes all employer-side payroll taxes owed on the
12 Wage Portions of the Individual Class Payments.

13 23. This document shall constitute a final judgment pursuant to California Rule of
14 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
15 approval hearing, the court must make and enter judgment. The judgment must include a
16 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
17 judgment. The court may not enter an order dismissing the action at the same time as, or after,
18 entry of judgment."

19 24. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
20 Order, and this Judgment.

21
22 **JUDGMENT IS SO ENTERED.**

23
24 Dated: _____, 2025

25 Honorable Stuart M. Rice
26 Judge of the Superior Court
27
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