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

10 JOSE AGUILERA,

11 *Plaintiff,*

12 vs.

13 LIFT ENERGY CONSTRUCTION INC.
14 and DOES 1 to 25, inclusive

15 *Defendant(s).*

Case No.: BCV-21-102742 BCB

**[PROPOSED] ORDER ON STIPULATION
FOR FINAL APPROVAL OF PAGA
SETTLEMENT AND DISMISSAL WITH
PREJUDICE**

Action filed: 11/18/21

Department: H,
Hon. Bernard C.
Barmann, Jr.

Submitted Herewith Under Separate Cover:

1. Stipulation for Approval of PAGA Settlement and Release; and
2. Declaration of Harout Messrelia In Support of Stipulation for Approval of PAGA Settlement and Release

[PROPOSED] ORDER

Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004 ("PAGA"), the Parties submitted a Stipulation for Approval of Settlement under PAGA.

Plaintiff's Complaint, filed on or around November 18, 2021, seeks civil penalties on behalf of the State of California and similarly situated aggrieved employees (the "Aggrieved Employees"), as authorized by PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the letter to the Labor Workforce and Development Agency ("LWDA") dated March 26, 2021 (the "LWDA Letter"), on behalf of all current and former non-exempt employees of Defendant Lift Energy Construction Inc. ("Defendant(s)") from March 26, 2020 through the date of approval, inclusive.

Under PAGA, in any action brought by an aggrieved employee, the Court "shall review and approve any settlement of any civil action filed pursuant to this part." Lab. Code § 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the Settlement Agreement, including the proposed PAGA penalties, under Labor Code § 2699(1)(2), having considered the papers filed in support of the proposed settlement and the arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
2. The Court finds in favor of settlement approval, and therefore approves the Settlement of the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate;
3. The Court finds further that Plaintiff, acting on behalf of herself, the Aggrieved Employees, and the State of California, by operation of this Order and Judgment hereby releases and forever discharges Defendants and the Released Parties (as defined in the Settlement Agreement) from any and all PAGA Released Claims (as defined in the Settlement Agreement) including penalties asserted in Plaintiff's Complaint, including any and all known and unknown

1 claims for civil penalties under the Private Attorneys General Act, California Labor Code §§ 2698,
2 *et seq.*, that arise;

3 4. The Court finds further that the foregoing release shall be binding on Plaintiff and
4 the State of California, and shall bar any claim under PAGA brought by any person, including the
5 Aggrieved Employees, on behalf of the State of California, as to the PAGA Released Claims and
6 Released Parties;

7 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
8 Defendants are directed to make all payments required by the Settlement Agreement;

9 6. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of
10 One-Hundred Fifty Thousand Dollars (\$150,000.00) (the "Gross Settlement Amount"). The Gross
11 Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees, Settlement
12 Administrator Costs, and Attorney's Fees and Costs. No portion of the Gross Settlement Amount
13 will revert to Defendant. Plaintiff's Counsel requests an award of attorney's fees of Fifty Thousand
14 Dollars and Zero cents (\$50,000.00); costs of Seven Thousand Four-Hundred Twenty-Five Dollars
15 and Seventy-Five cents (\$7,425.75). The settlement administrator Phoenix Settlement
16 Administrators requests administration costs of Three Thousand One-Hundred Fifty Dollars and
17 Zero Cents (\$3,150.00). Defendant does not oppose these requests. The Court finds the Gross
18 Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and
19 directs the Settlement Administrator to make the above payments to payments from the Gross
20 Settlement Amount as follows:
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- 22 a. \$50,000.00 in attorney's fees to Messrelian Law Inc.;
- 23 b. \$7,425.75 in costs to Messrelian Law Inc.;
- 24 c. \$3,150.00 in administration costs to Phoenix Settlement Administrators;
- 25 d. After deducting the foregoing payments, the estimated remainder of approximately
26 \$89,424.25 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i),
27 the NSA will then be distributed 75 percent (\$67,068.19) to the LWDA, and the remaining 25 percent
28 (\$22,356.06) to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement.

1 The Court approves these payments, and directs the Settlement Administrator to issue checks to the
2 LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set forth in the
3 Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement;
4 and

5 7. The PAGA Action is hereby DISMISSED WITH PREJUDICE as to all parties and
6 all causes of action. The Court reserves exclusive and continuing jurisdiction over the Action and the
7 Parties under Code of Civil Procedure § 664.6 for the purpose of supervising implementation,
8 enforcement, construction, administration, and interpretation of the Settlement Agreement.
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11 **IT IS SO ORDERED.**

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14 HON. BERNARD C. BARMANN, JR.
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