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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – NORWALK COURTHOUSE**

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

Plaintiff,

vs.

TRENCH PLATE RENTAL COMPANY, a
California corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21NWCV00317

Honorable Lee W. Tsao
Department C

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF PAGA
COUNSEL FEES PAYMENT, PAGA COUNSEL
LITIGATION EXPENSES PAYMENT,
GENERAL RELEASE PAYMENT, AND
ADMINISTRATION EXPENSES PAYMENT**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement and Award of
PAGA Counsel Fees Payment, PAGA Counsel
Litigation Expenses Payment, General Release
Payment, and Administration Expenses Payment;
Declaration of PAGA Counsel (Edwin Aiwarzian);
and Declaration of Plaintiff (Jacob Sanchez) filed
concurrently herewith]

Reservation ID: 876503522998
Date: July 19, 2023
Time: 1:30 p.m.
Department: C

Complaint Filed: May 21, 2021
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 PAGA COUNSEL FEES
PAYMENT, PAGA COUNSEL LITIGATION EXPENSES PAYMENT, GENERAL RELEASE PAYMENT, AND
ADMINISTRATION EXPENSES PAYMENT**

1 This matter has come before the Honorable Lee W. Tsao in Department C of the Superior Court of
2 the State of California, for the County of Los Angeles on July 19, 2023, at 1:30 p.m. on Plaintiff Jacob
3 Sanchez’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et*
4 *Seq.*) Settlement Agreement and Award of PAGA Counsel Fees Payment, PAGA Counsel Litigation
5 Expenses Payment, General Release Payment, and Administration Expenses Payment (“Motion for
6 Approval of Settlement”). Lawyers *for* Justice, PC appeared for Plaintiff and Baker & Hostetler LLP
7 appeared for Defendant National Trench Safety, Inc., fka Trench Plate Rental Company (“TPR” or
8 “Defendant”).

9 On or around June 26, 2023, Plaintiff and Defendant (together, the “Parties”) executed the PAGA
10 Settlement Agreement (“Settlement,” “Settlement Agreement,” or “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of PAGA Counsel Edwin Aiwarzian and Plaintiff Jacob Sanchez, 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. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
19 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing
20 the California Labor and Workforce Development Agency (“LWDA”) and Defendant with notice of the
21 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
22 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
23 2699.3(a).

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

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1 5. The Aggrieved Employees covered under the Settlement consist of the following individuals:
2 All current and former hourly-paid or non-exempt employees who worked for Defendant in the
3 State of California at any time during the PAGA Period (“Aggrieved Employees”).

4 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
5 negotiations.

6 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
7 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
8 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
9 Amount shall be the Gross Settlement Amount (\$700,000.00) less the approved PAGA Counsel Fees
10 Payment and PAGA Counsel Litigation Expenses Payment to Lawyers *for* Justice, PC (“PAGA Counsel”),
11 General Release Payment to Plaintiff, and Administration Expenses Payment to Simpluris, Inc. (the
12 “Administrator”). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the
13 LWDA (“LWDA Payment”) and twenty-five percent (25%) of the Net Settlement Amount shall be
14 distributed to the Aggrieved Employees in accordance with this Order and Judgment and the Settlement
15 Agreement.

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

20 9. The Court approves the payment of \$280,000.00 to Lawyers *for* Justice, PC for attorneys’
21 fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance
22 with this Order and Judgment and the Settlement Agreement.

23 10. The Court approves the payment of \$15,011.56 to Lawyers *for* Justice, PC for reimbursement
24 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Gross Settlement
25 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

26 11. The Court approves payment in the amount of \$15,000.00 to Plaintiff Jacob Sanchez for his
27 General Release Payment. This amount shall be paid from the Gross Settlement Amount and shall be
28 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves payment up to the amount of \$5,300.00 to Simpluris, Inc. for the Administration Expenses Payment. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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

14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,” and the Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that it distributes payments to Aggrieved Employees for their share of the 25% of the Net Settlement Amount (“Individual PAGA Payments”).

15. Within fifteen (15) calendar days after the date of this Order and Judgment, Defendant will provide the Administrator with the Aggrieved Employee Data, in accordance with this Order and Judgment and the Settlement Agreement.

16. No later than thirty (30) calendar days after the Effective Date, Defendant shall deposit the Gross Settlement Amount into a qualified settlement account established by the Administrator for administration of the Settlement, in accordance with this Order and Judgment and the Settlement Agreement.

17. Within seven (7) business days after the funding of the Gross Settlement Amount, the Administrator shall distribute the Individual PAGA Payment checks to Aggrieved Employees, LWDA Payment to the LWDA, General Release Payment to Plaintiff, PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment to PAGA Counsel, and payment to itself for the Administration Expenses Payment, as provided for by this Order and Judgment and the Settlement Agreement.

18. The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid and negotiable for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with such cancelled checks shall be transmitted by the Administrator to the California State Controller’s Office Unclaimed Property Fund in the name of the Aggrieved Employee.

19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon the date when TPR fully funds the entire Gross Settlement Amount, Plaintiff and the State of California with respect to Aggrieved Employees are deemed to release, on behalf of themselves and their respective former

1 and present representatives, agents, attorneys, heirs, administrator, successors, and assigns, the Released
2 Parties from the Released Claims.

3 20. “Released Parties” means TPR and each of TPR’s current, former, and future parent,
4 subsidiary and affiliated companies, and its/their agents, officers, shareholders, directors, management-level
5 employees, including successors and assigns, related or affiliated companies’ predecessors and successors;
6 and, with respect to all such entities, all of its/their past and present employees, officers, directors, stockholders,
7 owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and trustees,
8 administrators, fiduciaries and insurers of such programs) and any other persons acting by, through, under or
9 in concert with any such persons or entities.

10 21. “Released Claims” means all claims for PAGA penalties that were alleged, or reasonably
11 could have been alleged, arising during the PAGA Period, based on the facts stated in the Operative
12 Complaint and the PAGA Notice, and ascertained in the course of the Action, including, but not limited to,
13 any and all claims for failure to pay minimum, regular, overtime, and reporting time pay, failure to provide
14 compliant meal and rest period premiums at the regular rate of pay, failure to provide meal period and
15 associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely
16 pay wages during employment, failure to timely pay wages upon termination, failure to maintain complete
17 and accurate payroll records, failure to provide complete and accurate wage statements, failure to reimburse
18 necessary business-related expenses and costs, and for violations of California Labor Code sections 201,
19 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1997, 1197.1, 1198, 2800, and 2802,
20 and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Orders 4-2001, 7-2011, 9-
21 2001, and 16-2001.

22 22. “PAGA Period” means the period from March 16, 2020 to and including February 28, 2023.

23 23. No individualized notice of this Order and Judgment is required to be provided to the
24 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system
25 established for the filing of notices and documents, in conformity with California Labor Code § 2699(l)(3).
26

27 Date: _____

28 _____
Honorable Lee W. Tsao
Judge of the Los Angeles Superior Court

EXHIBIT 1

<<Mailing Date>>

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

Re: Settlement Payment from *Jacob Sanchez v. Trench Plate Rental Company*, Los Angeles Superior Court Case No. 21NWCV00317.

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

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Jacob Sanchez v. Trench Plate Rental Company*, Los Angeles Superior Court Case No. 21NWCV00317 (“Action”).

The lawsuit was filed on May 21, 2021 by Jacob Sanchez (“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 March 16, 2021, 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, 7-2001, 9-2001, and 16-2001, thereby initiating LWDA Case Number LWDA-CM-826107-21 (the “PAGA Notice”).

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 National Trench Safety, Inc., fka Trench Plate Rental Company (“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 March 16, 2020 to and including February 28, 2023 is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment 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 full funding of Gross Settlement Amount>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant and each of Defendant’s current, former, and future parent, subsidiary and affiliated companies, and its/their agents, officers, shareholders, directors, management-level employees, including successors and assigns, related or affiliated companies’ predecessors and successors; and, with respect to all such entities, all of its/their past and present employees, officers, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries and insurers of such programs) and any other persons acting by, through, under or in concert with any such persons or entities.

“Released Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, arising during the PAGA Period, based on the facts stated in the Operative Complaint and the PAGA Notice, and ascertained in the course of the Action, including, but not limited to, any and all claims for failure to pay minimum, regular, overtime, and reporting time pay, failure to provide compliant meal and rest period premiums at the regular rate of pay, failure to provide 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 maintain complete and accurate payroll records, failure to provide complete and accurate wage statements, failure to reimburse necessary business-related expenses and costs, and for 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, 7-2001, 9-2001, and 16-2001

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-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 Fund in your name and in

the amount of your respective Individual PAGA Payment.

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 **[Administrator]** at **[toll-free phone number]**.