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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 **(UNLIMITED JURISDICTION)**

11 ROBERT HERNANDEZ,

12 Plaintiff,

13 vs.

14 COLLICUTT ENERGY SERVICES INC.;
15 STEVEN COLLICUTT; and DOES 1 to 25,
16 inclusive,

17 Defendants.

Case No.: 21STCV21135

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT AND RELEASE;
AND JUDGMENT**

Department 61, Hon. Lynne M. Hobbs

18 **[PROPOSED] ORDER AND JUDGMENT**

19 Pursuant to the terms of the PAGA Settlement and Release Agreement (the “Settlement
20 Agreement”), and the Joint Stipulation for Approval of PAGA Settlement and Release (“Joint
21 Stipulation”), between Plaintiff ROBERT HERNANDEZ (“Plaintiff”) and Defendants
22 COLLICUTT ENERGY SERVICES INC. and STEVEN COLLICUTT (“COLLICUTT” or
23 “Defendants”) (collectively Plaintiff and Defendants are “Parties”), and pursuant to California
24 Labor Code § 2699(1)(2), and the Declaration of Harout Messrelian, the Court finds good cause
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1 appearing, and hereby finds and approves the Settlement Agreement, and HEREBY ORDERS
2 AS FOLLOWS.

3 1. Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
4 ("PAGA"), the Parties submitted a Joint Stipulation for Approval of Settlement Agreement under
5 PAGA. The terms in this Order are intended to be consistent with the express terms in the
6 Settlement Agreement.
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8 2. Plaintiff's Complaint, filed on or around June 7, 2021, seeks civil penalties on
9 behalf of the State of California and similarly situated aggrieved employees (the "Aggrieved
10 Employees"), as authorized by PAGA under Labor Code § 2699, in relation to alleged violations
11 of the predicate statutes set forth in Plaintiff's Complaint and the letter to the Labor Workforce
12 and Development Agency ("LWDA") dated March 3, 2021 (the "LWDA Letter"), on behalf of
13 all current and former non-exempt employees of Defendants from April 3, 2020 through the date
14 of Court approval.
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16 3. The Court finds the instant Action presents a good-faith dispute of the claims alleged;
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18 4. "Covered Employees" means and includes all persons employed by Collicutt
19 California as a non-exempt employee at any time during the period from April 3, 2020 through
20 the date the Court approves the Settlement, or until the escalator clause is triggered, if
21 applicable ("Covered Period"). Covered Employees will not include any person who
22 previously settled or released any claims covered by the Settlement Agreement. Covered
23 Employees are not eligible to opt out of the Settlement and Release Agreement.
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25 5. "Released Parties" as referenced herein and as released in the Settlement and
26 Release Agreement shall collectively mean: (i) Collicutt Energy Services, Inc. and Steven
27 Collicutt ("Defendants"); (ii) Defendants' past and present (and regardless of tier) parents,
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1 predecessors, successors, subsidiaries, related entities and affiliates, (iii) the past and present
2 board members, directors, officers, agents, employees, attorneys, insurers, members,
3 managers, agents, representatives, administrators, fiduciaries, benefit plans, transferees,
4 predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity
5 which could be jointly liable with any of the foregoing.

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7 6. The claims and causes of action released with prejudice by the Covered
8 Employees include all claims and causes of action against Defendants and the Released Parties
9 for civil penalties, arising out of or reasonably related to the factual allegations in the Action
10 operative complaint and/or Plaintiff's letter to the California Labor and Workforce
11 Development Agency for the entirety of the Covered Period. Such released claims and causes
12 of action include Labor Code sections 200, 201, 202, 203, 204, 204b, 210, 218.5, 218.6, 226,
13 226.3, 226.7, 232, 246, 510, 512, 558, 1171, 1173, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
14 1198, 2800, 2802, 2698, et seq., 2699, 2699.3, 3700.5, California Industrial Welfare
15 Commission Wage Order 4-2001, Wage Order 1-2001 and all other Wage Orders, and
16 California Code of Regulations, Title 8, Section 11040 and 11010, and all claims and causes
17 of action for interest, costs, expenses and attorney's fees alleged in the Action ("Covered
18 Claims") during the Covered Period. Each Covered Employee will be deemed to have made
19 the foregoing release as if by manually signing the Settlement Agreement.

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22 7. The Court finds the Settlement Agreement is in the best interests of the Covered
23 Employees, and therefore approves Settlement of the Action, as set forth in the Settlement Agreement,
24 and each of the releases and other terms, as fair, just, reasonable, and adequate;

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26 8. The Court finds further that Plaintiff, acting on behalf of himself, the Covered
27 Employees, and the State of California, by operation of this Order and Judgment hereby releases and
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1 forever discharges Defendants and the Released Parties (as defined in the Settlement Agreement)
2 from any and all PAGA Released Claims (as defined in the Settlement Agreement) including
3 penalties asserted in Plaintiff's Complaint, including any and all known and unknown claims for civil
4 penalties under the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that arise;

5 9. The Court finds further that the foregoing release shall be with prejudice, and shall be
6 binding on Plaintiff and the State of California, and all Covered Employees, and shall bar any claim
7 under PAGA brought by any person, including the Covered Employees, on behalf of the State of
8 California, as to the PAGA Released Claims and Released Parties;

9
10 10. If the escalator is triggered under Section 25(b) the Settlement Agreement,
11 Defendants have the right to elect between increasing the Gross Settlement Amount by the
12 agreed-upon escalator, or alternatively, capping the number of pay periods by adjusting the
13 Covered Period to a point in time so that the escalator clause is not triggered and not increasing
14 the Settlement Amount.

15
16 11. The Parties are directed to comply with all terms of the Settlement Agreement, and
17 Defendants are directed to make all payments required by the Settlement Agreement;

18
19 12. Under the Settlement Agreement, Defendants agree to pay an all-in gross amount of
20 Ninety Thousand Dollars (\$90,000.00) (the "Gross Settlement Amount"). The Gross Settlement
21 Amount is inclusive of payments to the LWDA and Covered Employees, Settlement Administrator
22 Costs, and Attorney's Fees and Costs. No portion of the Gross Settlement Amount will revert to
23 Defendant. Plaintiff's Counsel requests an award of attorney's fees of Thirty Thousand Dollars and
24 Zero cents (\$30,000.00) and costs of Seven Thousand Seven-Hundred Six Dollars and Ninety-One
25 cents (\$7,706.91). The settlement administrator CPT requests administration costs of Six Thousand
26 Dollars and Zero Cents (\$6,000.00). Defendants do not oppose these requests. The Court finds the
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1 Gross Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and
2 directs the Settlement Administrator to make the above payments to payments from the Gross
3 Settlement Amount as follows:

- 4 (a). \$30,000.00 in attorney's fees to Messrelian Law Inc;
5 (b). \$7,706.91 in costs to Messrelian Law Inc;
6 (c). \$6,000.00 in administration costs to CPT;
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8 13. After deducting the foregoing payments, the estimated remainder of approximately
9 \$46,293.09 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i),
10 the NSA will then be distributed 75 percent (\$34,719.82) to the LWDA, and the remaining 25 percent
11 (\$11,573.27) to the Covered Employees on a pro rata basis, as set forth in the Settlement Agreement.
12 The Court approves these payments, and directs the Settlement Administrator to issue checks to the
13 LWDA and Covered Employees, along with the Notice of PAGA Settlement, as set forth in the
14 Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement;
15 and
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18 14. Pursuant to the terms of the Settlement Agreement, the Settlement is approved in all
19 respects, all claims are released, and judgment is hereby entered, as provided in the Settlement
20 Agreement. The Court reserves exclusive and continuing jurisdiction over the Action and the Parties
21 under Code of Civil Procedure § 664.6 for the purpose of supervising implementation, enforcement,
22 construction, administration, and interpretation of the Settlement Agreement.
23

24 **IT IS SO ORDERED.**
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27 DATED _____

HON. LYNNE M. HOBBS