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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN BERNARDINO

10
11 BLAKE CHAPPELL, as an aggrieved
employee pursuant to the Private Attorneys
12 General Act ("PAGA"), on behalf of the State of
California and other aggrieved employees,

13 Plaintiff,

14 vs.

15 ENERSYS DELAWARE INC., a Delaware
16 corporation; ENERSYS ENERGY
PRODUCTS INC., a Delaware corporation; and
17 DOES 1 through 10, inclusive,

18 Defendants.
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB 15 2023

BY 
JESSICA MORALES, DEPUTY

Case No. CIVSB2117346

Assigned to the Hon. David Cohn

**[PROPOSED] ORDER GRANTING THE
MOTION FOR COURT APPROVAL OF THE
PARTIES' PAGA SETTLEMENT
AGREEMENT AND JUDGMENT**

Date: February 15, 2023
Time: 10:00 a.m.
Place: Department S26

Complaint Filed: June 17, 2021

**ORDER GRANTING THE MOTION FOR COURT APPROVAL OF
THE PARTIES' PAGA SETTLEMENT AGREEMENT AND JUDGMENT**

1. The Court has received and considered the application of Plaintiff Blake Chappell as an aggrieved employee, and as a private attorney general under the Labor Code Private Attorneys General Act of 2004, §§ 2698, *et seq.* ("PAGA"), for approval of the Parties' PAGA Settlement Agreement ("Settlement"). **GOOD CAUSE** having been shown, the Court hereby approves the Settlement.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Settlement.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all Parties to the action, including all Aggrieved Employees.

4. The Court has considered all relevant factors for determining the fairness of the Settlement, and has concluded that all such factors weigh in favor of approving the Settlement. In particular, the Court finds that the Settlement was reached following meaningful discovery and investigation conducted by Plaintiff; that the Settlement is the result of serious, informed, adversarial, and arm's-length negotiations between the Parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable.

5. In so finding, the Court has considered all evidence presented, including evidence regarding the strength of Plaintiff's PAGA claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in settlement; the extent of investigation and discovery completed; and the experience and views of counsel. The Parties have provided the Court with sufficient information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

6. Accordingly, the Court hereby finds that the Settlement is, in all respects, fair, reasonable, adequate and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement.

7. The Settlement is not an admission by Defendants, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order and

Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants.

8. The settlement of civil penalties under PAGA in the amount of approximately \$66,667 is hereby approved. Seventy-Five Percent (75%), or approximately \$50,000, shall be paid to the California Labor and Workforce Development Agency. The remaining Twenty-Five Percent (25%), or approximately \$16,667, shall be paid to Aggrieved Employees.

9. The Court hereby awards \$45,833 in attorneys' fees and \$10,000 costs to Plaintiff's Counsel, Capstone Law APC.

10. The Court approves a Service Award of ^{\$47,500}~~\$10,000~~ to Blake Chappell.

11. The Court appoints CPT Group, Inc. to serve as the Settlement Administrator.

12. This Judgment shall be binding on all Aggrieved Employees and the State of California, who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee under PAGA is binding not only on the named employee plaintiff but also on state labor law enforcement agencies and any aggrieved employee not a party to the proceeding).

13. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

14. This document shall constitute a judgment under California Code of Civil Procedure § 664.6.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date

2/15/23


Hon. David Cohn
San Bernardino County Superior Court