

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
AMIR NAYEBDADASH, SBN 232204
amir@protectionlawgroup.com
CARLOS JIMENEZ, SBN 227534
carlos@protectionlawgroup.com
BRENDAN BURTON, SBN 323495
brendan@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Attorneys for Plaintiff
ISMAEL REYES MORALES

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ISMAEL REYES MORALES, individually
and on behalf of other members of the public
similarly situated, and as an aggrieved
employee and Private Attorney General;

Plaintiff,

vs.

BOGH ENGINEERING INC, a California
corporation; MARK BOGH, an individual;
BOGH ENGINEERING, LLC, a California
limited liability company; BOGH HOLDING,
INC., a California corporation; and DOES 4
through 50, inclusive,

Defendants.

Case No.: CIVSB2116581

*Assigned for All Purposes to the Hon. Wilfred
J. Schneider Jr., Dept. S32*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

Complaint Filed: June 15, 2021

FAC Filed: September 8, 2021

SAC Filed: April 13, 2023

Trial Date: None Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on May 12, 2025, the Honorable Wilfred J. Schneider Jr. in Department S32 of the above-entitled Court executed the Final Order and Judgment granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement ("Order"). Pursuant to the Court's Order, a Non-Appearance Case Review hearing on the Distribution of Settlement Funds is set for December 19, 2025 at 8:30 a.m. in Department S32. Class counsel is to submit a Final Report re: Distribution of the Settlement Funds no later than December 12, 2025.

Plaintiff was ordered to file and serve notice of the Entry of Judgment, including to the LWDA.

Attached hereto as **Exhibit 1** is a true and correct copy of the Court's Order.

DATED: May 29, 2025

PROTECTION LAW GROUP, LLP

By: 

Heather Davis
Amir Nayebdadash
Carlos Jimenez
Brendan Burton
Attorneys for Plaintiff
ISMAEL REYES MORALES

EXHIBIT 1

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
AMIR NAYEBDADASH, SBN 232204
amir@protectionlawgroup.com
CARLOS JIMENEZ, SBN 227534
carlos@protectionlawgroup.com
BRENDAN J. BURTON, SBN 323495
brendan@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Tel.: (424) 290-3095 / Fax: (866) 264-7880

Attorneys for Plaintiff
ISMAEL REYES MORALES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

ISMAEL REYES MORALES, individually,
and on behalf of other members of the general
public similarly situated, and as an aggrieved
employee and Private Attorney General,

Plaintiff,

vs.

BOGH ENGINEERING INC., a California
corporation; MARK BOGH, an individual;
BOGH ENGINEERING, LLC, a California
limited liability company; BOGH HOLDING,
INC., a California corporation; and DOES 4
through 50, inclusive,

Defendants.

Case No.: CIVSB2116581

*Assigned for All Purposes to the Hon. Wilfred J.
Schneider Jr., Dept. S32*

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT**

Hearing Date: May 12, 2025

Hearing Time: 8:30 a.m.

Dept.: S32

Complaint Filed: June 15, 2021

FAC Filed: September 8, 2021

SAC Filed: April 13, 2023

Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action ("Action") having come before the Court
3 on May 12, 2025, for a hearing and Final Order Approving Class Action Settlement and Judgment
4 ("Final Order"), consistent with the Court's Preliminary Approval Order ("Preliminary Approval
5 Order"), and as set forth in the Joint Stipulation of Class Action and PAGA Settlement
6 (hereinafter "Settlement Agreement" or "Settlement"), and due and adequate notice having been
7 given to all Class Members as required in the Preliminary Approval Order, and the Court having
8 considered all papers filed and proceedings had herein and otherwise being fully informed and
9 good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS**
10 **FOLLOWS:**

11 1. The Court GRANTS Plaintiff ISMAEL REYES MORALES' Motion for Final
12 Approval of Class Action and PAGA Settlement.

13 2. All terms used herein shall have the same meaning as defined in the Settlement
14 Agreement.

15 3. Consistent with the definitions provided in the Settlement Agreement, the terms
16 "Class" and "Class Members" shall mean the following: "All current and former non-exempt
17 employees of Defendants employed in the State of California at any time from June 15, 2017,
18 through July 31, 2024."

19 4. Consistent with the definitions provided in the Settlement Agreement, the term
20 "PAGA Members" shall mean the following: "Class Members who were employed by
21 Defendants during the PAGA Period."

22 5. Consistent with the definitions provided in the Settlement Agreement, the term
23 "PAGA Period" shall mean the following: "The period from May 27, 2020, through July 31,
24 2024."

25 6. This Court has jurisdiction over the subject matter of the Action and over all
26 Parties to the Action, including all Class Members and PAGA Members.

27 7. Distribution of the Class Notice directed to the Class Members as set forth in the
28 Settlement Agreement and the other matters set forth therein have been completed in conformity

1 with the Preliminary Approval Order, including individual notice to all Class Members who could
2 be identified through reasonable effort, and the best notice practicable under the circumstances.
3 The Class Notice provided due and adequate notice of the proceedings and of the matters set forth
4 therein, including the proposed settlement set forth in the Settlement Agreement, to all persons
5 entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process.
6 All Class Members and all Released Class Claims are covered by and included within the
7 Settlement and this Final Order.

8 8. The Court hereby finds the Settlement Agreement was entered into in good faith
9 pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The
10 Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have
11 satisfied the standards and applicable requirements for final approval of this class action
12 settlement under California law, including the provisions of California Code of Civil Procedure
13 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
14 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

15 9. The Court hereby confirms Protection Law Group, LLP as Class Counsel.

16 10. The Court hereby approves the Settlement set forth in the Settlement Agreement
17 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the
18 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has
19 been reached as a result of intensive, serious and non-collusive arms-length negotiations. The
20 Court further finds that the Parties have conducted extensive investigation and research, and
21 Counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
22 finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay
23 and risks that would be presented by the further prosecution of the Action. The Court has reviewed
24 the benefits that are being granted as part of the Settlement and recognizes the significant value
25 to the Class Members. The Court also finds that the Class is properly certified as a class for
26 settlement purposes only.

27 11. According to the terms of the Settlement Agreement, upon the complete funding
28 of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendants

1 BOGH ENGINEERING, INC., MARK BOGH, BOGH ENGINEERING, LLC, and BOGH
2 HOLDINGS, INC. ("Defendants"), Plaintiff and all Participating Class Members shall fully
3 release and discharge Defendants, together with its past, present and/or future, direct and/or
4 indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers,
5 partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
6 divisions, predecessors, successors, assigns, and joint venturers (the "Released Parties") from all
7 claims, debts, rights, demands, liabilities obligations and causes of actions that are alleged, or
8 reasonably could have been alleged, based on the facts alleged in the operative Complaint, First
9 Amended Complaint, and Second Amended Complaint in the Action, including, but not
10 limited to, factual claims regarding Defendants' alleged: (i) failure to pay all regular wages,
11 minimum wages, reporting time wages, and overtime wages due pursuant to California Labor
12 Code sections 510, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, and the Industrial Welfare
13 Commission ("IWC") Wage Orders; (ii) failure to provide meal periods or compensation in lieu
14 thereof pursuant to California Labor Code sections 226.7, 512, and 1198, and the IWC Wage
15 Orders; (iii) failure to provide rest periods or compensation in lieu thereof pursuant to California
16 Labor Code section 226.7 and 1198, and the IWC Wage Orders; (iv) failure to pay wages timely
17 at time of termination or resignation pursuant to Labor Code sections 201, 202, and 203, and
18 the IWC Wage Orders; (v) failure to provide timely pay wages during employment pursuant
19 to Labor Code sections 204 and 210 and the IWC Wage Orders; (vi) failure to provide complete,
20 accurate wage statements pursuant to Labor Code section 226, 226.3, 1198, and the IWC Wage
21 Orders; (vii) failure to reimburse necessary business expenses, pursuant to Labor Code
22 sections 2800 and 2802 and the IWC Wage Orders; (viii) failure to pay accrued vacation
23 time pursuant to Labor Code section 227.3; (ix) failure to pay prevailing wage for work
24 performed on public works projects pursuant to Labor Code sections 1771, 1774, and 1815;
25 (x) failure to provide potable water and handwashing materials pursuant to Labor Code section
26 1198 and the IWC Wage Orders; (xi) liquidated damages pursuant to 1194.2; (xii) failure to
27 maintain accurate records pursuant to Labor Code sections 1198.5 and 1174(d); and (xiii) unfair
28 business practices pursuant to Business and Professions Code section 17200 et. seq. and

1 other related penalties for violations of California Labor Code §§ 201, 202, 203, 204, 210,
2 221, 226, 226(a), 226.3, 226.7, 227.3, 510, 512, 558, 558.1, 598, 1174, 1174.5, 1194, 1194.2,
3 1197, 1197.1, 1198, 1199, 1771, 1774, 1815, 2699, 2800, 2802, 17200, the applicable Wage
4 Order of the Industrial Wage Commission, and California Business & Professions Code §§
5 17200 to 17208, including without limitation all related claims for restitution and other equitable
6 relief arising from California Business and Professions Code §§ 17200, et seq., interest on
7 unpaid wages, unpaid wages, attorneys' fees or litigation costs, and any other related claims
8 and/or penalties, including civil penalties (collectively the "Released Class Claims"), for the Class
9 Period (*i.e.*, the period between June 15, 2017 through July 31, 2024). This release shall be
10 binding on all Participating Class Members.

11 12. Upon the complete funding of the Gross Settlement Amount and all applicable
12 employer-side payroll taxes by Defendants, the California Labor Workforce and Development
13 Agency ("LWDA"), and the State of California, through Plaintiff ISMAEL REYES MORALES
14 as its agent and/or proxy, shall release and discharge the Released Parties from all claims for civil
15 penalties under the California Labor Code Private Attorneys General Act of 2004 for civil
16 penalties that could have been premised on the facts alleged in Plaintiffs May 27, 2021 PAGA
17 Letter to the LWDA and in the Complaint, the First Amended Complaint, and the Second
18 Amended Complaint including but not limited to penalties that could have been awarded pursuant
19 to Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226(a), 226.3, 226.7, 227.5, 510, 512,
20 558, 558.1, 598, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1771, 1774, 1775, 1197.1,
21 558, 1815, 2699, 2800, 2802, and 2699 (the "Released PAGA Claims") for the PAGA Period
22 (*i.e.*, the period between May 27, 2020, through July 31, 2024).

23 13. Named Plaintiff ISMAEL REYES MORALES, for himself only, also fully
24 releases the Released Parties from any and all Released Class Claims and Released PAGA Claims
25 and also generally releases and discharges the Released Parties from any and all claims, demands,
26 obligations, causes of action, rights, or liabilities of any kind which have been or could have been
27 asserted against the Released Parties arising out of or relating to his employment by Defendants
28 or termination thereof, including but not limited to claims for wages, restitution, penalties,

1 retaliation, defamation, discrimination, harassment or wrongful termination of employment. This
2 release is intended to be interpreted broadly and specifically includes any and all claims, demands,
3 obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees
4 and costs (except provided by the Settlement Agreement) relating to or in any way connected
5 with the matters referred to herein, whether or not known or suspected to exist, and whether or
6 not specifically or particularly described herein. Specifically, Plaintiff ISMAEL REYES
7 MORALES, waives all rights and benefits afforded by California Civil Code Section 1542, which
8 provides:

9 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
10 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
11 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
12 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
13 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
14 DEBTOR OR RELEASED PARTY.

15 This release specifically excludes claims for unemployment insurance, disability, social
16 security, and workers compensation (with the exception of claims arising pursuant to California
17 Labor Code Sections 132(a) and 4553).

18 14. No Class Member objected to the terms of the Settlement.

19 15. The Court finds the settlement payments provided for under the Settlement
20 Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of
21 the Settlement Agreement, the Court orders Defendants to fund the Gross Settlement Amount of
22 \$506,300.00 as set forth in the Settlement Agreement to provide payments for Individual
23 Settlement Payments to all Participating Class Members and all PAGA Members, the PAGA
24 Penalties to the LWDA pursuant to Labor Code Section 2698, *et seq.*, the Class Representative
25 Enhancement Payment to Plaintiff, Class Counsel's Fees and Costs, and the Settlement
26 Administrator's Costs. The calculations and the payments shall be administered in accordance
27 with the terms of the Settlement Agreement.

28 16. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence

1 and argument submitted by Class Counsel, the Court hereby awards Class Counsel Attorneys'
2 Fee Award in the amount of thirty-five percent (35%) from the Gross Settlement Amount
3 (\$285,652.85) and attorneys' Cost Award in the amount of \$47,417.24 from the Gross Settlement
4 Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs
5 incurred by and/or owed to Class Counsel and any other person or entity related to the Action.
6 The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph
7 shall be administered pursuant to the terms of the Settlement Agreement.

8 17. The Court hereby approves and orders a Class Representative Enhancement
9 Payment of \$10,000.00 to named Plaintiff ISMAEL REYES MORALES from the Gross
10 Settlement Amount in accordance with the terms of the Settlement Agreement.

11 18. The Court finds and determines that the resolution of the Released PAGA Claims
12 and the PAGA Payment in this case is fair, reasonable, and appropriate. The Court approves and
13 orders the payment in the amount of \$30,000.00 (75% of \$40,000.00) from the Gross Settlement
14 Amount to the LWDA for penalties arising under the PAGA. The remaining \$10,000.00 (25% of
15 \$40,000.00) shall be distributed to PAGA Members as set forth in the Settlement Agreement.

16 19. The Court also hereby approves and orders payment from the Gross Settlement
17 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
18 ILYM Group, Inc., in the amount of \$9,000.00.

19 20. The Court hereby approves and orders that payments be made from the Net
20 Settlement Amount to the Participating Class Members on a *pro rata* basis and to PAGA Members
21 eligible to receive from the employee portion of the PAGA Payment on a *pro rata* basis as set
22 forth in the Settlement Agreement (together, "Individual Settlement Payments").

23 21. The Court also hereby approves and orders that any Settlement Checks distributed
24 from the Gross Settlement Amount, to Participating Class Members and/or PAGA Members, that
25 remain un-cashed after one hundred and eighty (180) calendar days after being issued will be
26 transferred to the California State Controller's Office pursuant to California Civil Code § 1500
27 and held in trust for such Participating Class Members and/or PAGA Members. As such, no
28 "unpaid residue" under California Code of Civil Procedure section 384 will result from the

1 Settlement.

2 22. Provided the Settlement becomes effective under the terms of the Settlement
3 Agreement, the Court also hereby orders that the deadline for mailing the Court-approved
4 Individual Settlement Payments, Attorneys' Fees and Costs, and Class Representative Incentive
5 Payments is as set forth in the Settlement Agreement.

6 23. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
7 is an admission by Defendants, or any of the other Released Parties, nor is this Final Order a
8 finding of the validity of any claims in the Action or of any wrongdoing by Defendants, or any of
9 the other Released Parties. In entering into the Settlement Agreement, Defendants do not admit,
10 and specifically deny they have violated any federal, state, or local law; violated any regulations
11 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or
12 legal requirements; breached any contract; violated or breached any duty; engaged in any
13 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
14 employees. Neither the Settlement or the Settlement Agreement, nor any of its terms or provisions,
15 nor any of the negotiations connected with it, shall be construed as an admission or concession by
16 Defendants of any such violations or failure to comply with any applicable law. Except as
17 necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement
18 Agreement and its terms and provisions shall not be offered or received as evidence in any action
19 or proceeding to establish any liability or admission on the part of Defendants or to establish the
20 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
21 local or other applicable law.

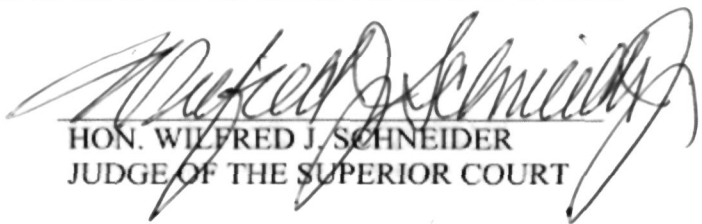
22 24. Without affecting the finality of this Judgment, the Court shall retain continuing
23 jurisdiction over the Action and the Parties, including all Class Members, and over all matters
24 pertaining to the implementation and enforcement of the terms of the Settlement Agreement
25 pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section
26 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or
27 with respect to the interpretation, enforcement, or implementation of the Settlement Agreement
28 shall be presented to the Court for resolution.

1 25. A Non-Appearance Case Review hearing on the Distribution of Settlement Funds
2 is set for 12/19/25 at 8:30 a.m./p.m. in Department S32 to confirm the full
3 administration of the Settlement. Class Counsel shall submit a Final Report re: Distribution of the
4 Settlement Funds no later than 12/12/25, which shall include the total amount of
5 funds to be paid to the Participating Class Members pursuant to the Settlement.

6 26. Pursuant to PAGA, the LWDA has been given notice of the Settlement. Pursuant
7 to PAGA, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the
8 Settlement. The Court finds and determines that the notice of the Settlement complied with the
9 statutory requirements of PAGA. Plaintiff shall file and serve formal notice of Entry of Judgment
10 including Notice to the LWDA.

11 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

12
13 DATED: 5/12/25


HON. WILFRED J. SCHNEIDER
JUDGE OF THE SUPERIOR COURT