

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
Tel: (213) 488-6555
Fax: (213) 488-6554
lwlee@diversitylaw.com
mgavron@diversitylaw.com

Attorneys for Plaintiff and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

BENJAMIN BROWN-BAXTER, as an
individual and on behalf of aggrieved
employees,

Plaintiff,

vs.

TUTOR PERINI CORPORATION, a
Massachusetts corporation; DESERT
MECHANICAL, INC., a Nevada
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 21STCV30039

(Assigned to the Honorable Colin P. Leis, Dept.
74)

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT**

Reservation No.: 326040727832

Date: August 23, 2023

Time: 8:30 A.M.

Dept.: 74

Action Filed: August 13, 2021

Trial Date: April 22, 2024

[PROPOSED] ORDER

Plaintiff Benjamin Baxter-Brown's ("Plaintiff") Motion to Approve the Parties' Settlement Agreement Pursuant to the Labor Code Private Attorneys General Act of 2004 came on regularly for hearing. Appearances for Plaintiff and Defendants Desert Mechanical, Inc. and Tutor Perini Corporation (together, "Defendants") (Plaintiff and Defendants collectively, the "Parties") were noted on the record.

The Court has considered the PAGA Settlement Agreement and all other papers filed in this action.

NOW THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. Plaintiff's Motion to Approve the Parties' Settlement Agreement Pursuant to the Labor Code Private Attorneys General Act of 2004 is GRANTED. The Court finds that the settlement is fundamentally fair, reasonable, and adequate, and consistent with the purpose of PAGA; that Plaintiff has fairly and adequately protected the interests of the members of the Aggrieved Employees; and that PAGA Counsel are qualified to serve as counsel for the Plaintiff in his individual and representative capacity for the Aggrieved Employees.

2. The Parties are hereby ordered to carry out the terms of the Settlement Agreement. Defendants are hereby ordered to deposit the Gross Settlement Amount of \$625,000.00 within fourteen (14) business days after the Effective Date.

3. Pursuant to Labor Code § 2699(i) and within thirty (30) calendar days of receiving the Gross Settlement Amount from Defendants, the Settlement Administrator shall distribute the Gross Settlement Amount, as follows:

- \$208,333.33 to PAGA Counsel as attorneys' fees;
- \$5,000.99 to PAGA Counsel as litigation costs;
- \$5,250.00 to the Settlement Administrator;
- \$10,000.00 to Plaintiff as a service payment;
- The remainder, or the PAGA Penalties, after the above deductions shall be distributed 75% to the Labor and Workforce Development Agency and 25% to the Aggrieved Employees based on the formula set forth in the Settlement

Agreement.

4. The Court hereby grants approval of the Settlement in accordance with the terms of the Settlement Agreement and this Order. Without affecting the finality of the Settlement, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including all Aggrieved Employees, for purposes of enforcing and interpreting this Order and the Settlement.

IT IS SO ORDERED.

DATED: _____

HONORABLE COLIN P. LEIS
SUPERIOR COURT OF CALIFORNIA