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

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

Plaintiff,

vs.

SO CAL ELITE TRAFFIC, a California
corporation; and DOES 1 through 100, inclusive,
Defendants.

Case No.: CIVSB2126086

*Assigned for all purposes to the
Honorable Jessica Morgan, Department S26*

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

Date: August 20, 2024
Time: 8:30 a.m.
Department: S26

Complaint Filed: September 10, 2021
Trial Date: Not Set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 20 2024

BY 
VALERIE URUEÑA, DEPUTY

1 This matter has come before the Honorable Jessica Morgan in Department S26 of the Superior Court
2 of the State of California, for the County of San Bernardino, on August 20, 2024 at 8:30 a.m., on Plaintiff
3 Steve Batta's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698,
4 *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and
5 Settlement Administration Costs ("Motion for Approval of Settlement"). Domb & Rauchwerger LLP
6 appeared for Plaintiff and Stradling Yocca Carlson & Rauth LLP appeared for Defendant So Cal Elite
7 Traffic ("Defendant").

8 On or around May 9, 2024, Plaintiff and Defendant (together, the "Parties") executed the Private
9 Attorneys General Act Settlement Agreement And Release ("Settlement," "Settlement Agreement," or
10 "Agreement").

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff's Counsel Devin Rauchwerger and Vartan Madoyan, and Plaintiff Steve Batta, and
13 (3) the Settlement 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(1)(2) and that the LWDA has not sought to intervene or
26 appear in the above-captioned action ("Action").

27 ///

28 ///

1 5. The Aggrieved Employees covered under the Settlement consist of the following individuals:

2 All aggrieved hourly-paid or non-exempt employees who worked for Defendant within the State
3 of California at any time during the period from July 7, 2020 to August 31, 2023 ("Aggrieved
4 Employees").

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

7 7. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated
8 for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just,
9 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
10 Amount shall be the Total Settlement Amount (\$840,000.00) less the approved Attorneys' Fees and Costs
11 to Lawyers *for* Justice, PC and Domb & Rauchwerger ("Plaintiff's Counsel"), General Release Fee to
12 Plaintiff, and Settlement Administration Costs to Phoenix Settlement Administrators (the "PAGA
13 Settlement Administrator"). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed
14 to the LWDA ("LWDA Payment") and twenty-five percent (25%) of the Net Settlement Amount shall be
15 distributed to the Aggrieved Employees ("Employees' Portion") in accordance with this Order and Judgment
16 and the Settlement Agreement.

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

21 9. The Court approves the payment of \$294,000 to Lawyers *for* Justice, PC and Domb &
22 Rauchwerger LLP for attorneys' fees. This amount shall be paid from the Total Settlement Amount and
23 shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

24 10. The Court approves the payment of \$210.04 to Domb & Rauchwerger LLP and the payment
25 of \$15,072.56 to Lawyers *for* Justice, PC for reimbursement of litigation costs and expenses incurred in the
26 Action. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance
27 with this Order and Judgment and the Settlement Agreement.

28 11. The Court approves payment in the amount of \$10,000 to Plaintiff Steve Batta for his General
29 Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed in

1 accordance with this Order and Judgment and the Settlement Agreement.

2 12. The Court approves payment up to the amount of \$3,950 to Pheonix Settlement
3 Administrators for the Settlement Administration Costs. This amount shall be paid from the Total
4 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
5 Agreement.

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

8 14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
9 Employees; however, the Court approves the Cover Letter, attached hereto as "**EXHIBIT 1**," and the PAGA
10 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that
11 it distributes payments to Aggrieved Employees for their share of the Employees' Portion ("Individual
12 Settlement Share").

13 15. No later than seven (7) calendar days after the date of this Order and Judgment, Defendant
14 will provide the PAGA Settlement Administrator with the PAGA Employee List, in accordance with this
15 Order and Judgment and the Settlement Agreement.

16 16. No later than fourteen (14) calendar days of the date of this Order and Judgment, Defendant
17 shall deposit the Total Settlement Amount into a qualified settlement account established by the PAGA
18 Settlement Administrator for administration of the Settlement, in accordance with this Order and Judgment
19 and the Settlement Agreement.

20 17. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List and
21 Total Settlement Amount, the PAGA Settlement Administrator shall distribute the Individual Settlement
22 Share checks to Aggrieved Employees, LWDA Payment to the LWDA, General Release Fee to Plaintiff,
23 Attorneys' Fees and Costs to Plaintiff's Counsel, and payment to itself for the Settlement Administration
24 Costs, as provided for by this Order and Judgment and the Settlement Agreement.

25 18. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
26 and negotiable for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with such
27 cancelled checks shall be transmitted by the PAGA Settlement Administrator to the California State
28 Controller's Office Unclaimed Property Division, in the name of the Aggrieved Employee whose check is

1 cancelled.

2 19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon
3 the entry of this Order and Judgment and full funding of the Total Settlement Amount, Plaintiff and the State
4 of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily
5 released and forever discharged the Released Parties from the Released Claims.

6 20. "Released Parties" means Defendant So Cal Elite Traffic, including Defendant's parent
7 corporation(s), subsidiaries, predecessors, successors and assigns, and their current and former executive-level
8 employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities,
9 and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such
10 plans and programs

11 21. "Released Claims" means all claims arising during the PAGA Period for civil penalties under
12 California Labor Code section 2698, et seq. ("PAGA") as well as any interest, fees, and costs available
13 under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for
14 failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods 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 provide compliant
17 and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to
18 reimburse necessary business-related expenses and costs, in violation of California Labor Code sections
19 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and
20 Industrial Welfare Commission Wage Orders, including inter alia Wage Order 4-2001.

21 22. "PAGA Period" means the period from July 7, 2020 to August 31, 2023

22 23. No individualized notice of this Order and Judgment is required to be provided to the
23 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system
24 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

25
26 Date:

8/20/2024

C. Towns Christian Towns
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Batta v. So Cal Elite Traffic*, San Bernardino Superior Court Case No. CIVSB 2126086

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

Please find enclosed a check in the amount of <<amount of payment>> ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Batta v. So Cal Elite Traffic*, San Bernardino Superior Court Case No. CIVSB2126086 ("the Action").

The lawsuit was filed on September 10, 2021 by Steve Batta ("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 section 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 July 7, 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 Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001, thereby initiating LWDA Case Number LWDA-CM-837202-21 (the "PAGA Notice").

Defendant denies all of Plaintiff's allegations and deny any wrongdoing of any kind associated with Plaintiff's allegations.

A settlement was reached between Plaintiff and Defendant So Cal Elite Traffic. ("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 aggrieved hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the period from July 7, 2020 to August 31, 2023 ("Aggrieved Employees"). The period from July 7, 2020 to August 31, 2023, is the "PAGA Period".

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

"Released Parties" means Defendant, including Defendant's parent corporation(s), subsidiaries, predecessors, successors and assigns, and their current and former executive-level employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

"Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant 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 provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact _____ at [toll-free phone number].

EXHIBIT A – COVER LETTER