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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF KERN**
11 **(UNLIMITED JURISDICTION)**

12 JEFFREY TREJO,

13 *Plaintiff,*

14 vs.

15 STRATOLAUNCH, LLC and DOES 1 to
16 25, inclusive,

17 *Defendant(s).*

Case No.: BCV-22-101385

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

Action filed: June 6, 2022

Hearing Date: November 8, 2022

Hearing Time: 8:30a.m.

Hearing Dept: H, Hon. Bernard C. Barmann,
JR

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 ("PAGA"), the Motion of Plaintiff Jeffrey Trejo ("Plaintiff") for Approval of Settlement
3 under PAGA came before this Court on November 8, 2022.

4 Plaintiff's Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees (the "PAGA Settlement Members"), as authorized by
6 PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set
7 forth in Plaintiff's Complaint and the letter to the Labor Workforce and Development Agency
8 "LWDA") dated July 1, 2021 (the "LWDA Letter"), on behalf of all current and former non-
9 exempt or hourly-paid employees who worked for Defendant Stratolaunch, LLC at any of its
10 California locations at any time during the PAGA Release Period (July 1, 2020 through March
11 17, 2022).

12 Under PAGA, in any action brought by an aggrieved employee, the Court "shall review and
13 approve any settlement of any civil action filed pursuant to this part." Lab. Code § 2699(1)(2).
14 Accordingly, the Court, having considered the proposed settlement set forth in the Settlement
15 Agreement, including the proposed PAGA penalties, under Labor Code § 2699(1)(2), having
16 considered the papers filed in support of the proposed settlement and the arguments of counsel, and good
17 cause appearing, HEREBY ORDERS AS FOLLOWS:

18 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
19 2. The Court finds in favor of settlement approval, and therefore approves the Settlement
20 of the above-captioned action, as set forth in the Settlement Agreement and each of the releases and
21 other terms, as fair, just, reasonable, and adequate;

22 3. The Court finds further that Plaintiff, acting on behalf of himself and the State of
23 California, by operation of this Order and Judgment hereby releases and forever discharges
24 Defendants and the Released Parties (as defined in the Settlement Agreement) from any and all
25 Released Claims (as defined in the Settlement Agreement) including penalties asserted in Plaintiff's
26 Complaint, including any and all known and unknown claims for civil penalties under the Private
27 Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that arise;
28

1 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
2 State of California, and shall bar any claim under PAGA brought by any person, including the PAGA
3 Settlement Members, on behalf of the State of California, as to the Released Claims and Released Parties;

4 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
5 Defendants are directed to make all payments required by the Settlement Agreement;

6 6. Under the Settlement Agreement, Defendants agree to pay a maximum sum of Fifty
7 Thousand Dollars (\$50,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount is
8 inclusive of payments to the LWDA and PAGA Settlement Members, Attorney's Fees and Litigation
9 Costs, and Settlement Administration Costs. No portion of the Gross Settlement Amount will revert to
10 Defendants. Plaintiff's Counsel requests an award of attorney's fees of Sixteen Thousand Six Hundred
11 Fifty Dollars (\$16,650.00); costs of Seven Thousand Five Hundred Twenty Six Dollars and Eighty One
12 Cents (\$7,526.81). The settlement administrator Phoenix Class Action Administration Solutions
13 requests administration costs of Three Thousand Two Hundred Fifty Dollars (\$3,250.00). Defendants
14 do not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and
15 adequate, and approves each of these payments, and directs the Settlement Administrator to make the
16 above payments to payments from the Gross Settlement Amount as follows:

- 17 a. \$16,650.00 in attorney's fees to Messrelian Law Inc.;
- 18 b. \$7,526.81 in costs to Messrelian Law Inc.;
- 19 c. \$3,250.00 in administration costs to Phoenix Class Action Administration Solutions.
- 20 d. After deducting the foregoing payments, the estimated remainder of approximately
21 \$22,573.19 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section
22 2699(i), the NSA will then be distributed 75 percent (\$16,929.89) to the LWDA, and the
23 remaining 25 percent (\$5,643.30) to the PAGA Settlement Members on a pro rata basis, as set
24 forth in the Settlement Agreement. The Court approves these payments, and directs the
25 Settlement Administrator to issue checks to the LWDA and PAGA Settlement Members, along
26 with the Notice of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise
27 carry out its duties as set forth in the Settlement Agreement; and

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1 7. The entire Action is hereby DISMISSED WITH PREJUDICE as to all parties and all
2 causes of action. The Court reserves exclusive and continuing jurisdiction over the Action and the
3 Parties under Code of Civil Procedure§ 664.6 for the purpose of supervising implementation,
4 enforcement, construction, administration, and interpretation of the Settlement Agreement.

5 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

6
7
8 DATED: _____

9 **HON. BERNARD C. BARMANN, JR**
10 **JUDGE OF THE SUPERIOR COURT**