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on behalf of himself and all others similarly situated

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

ERICK TORRES, on behalf of himself and all  
others similarly situated,

Plaintiff,

v.

BECHTEL INFRASTRUCTURE AND POWER  
CONSTRUCTION SERVICES, INC., a  
Delaware corporation, and DOES 1-50,  
inclusive,

Defendants.

Case No. CIVSB2134046

*Assigned for All Purposes To:*  
Hon. Christian Towns  
Dept.: S-26

**[PROPOSED] ORDER GRANTING  
APPROVAL OF PAGA SETTLEMENT  
AND JUDGMENT**

Complaint Filed: November 23, 2021  
CMC: January 6, 2025  
Trial: Not Set

1                   **[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT**  
2                                           **AND JUDGMENT**

3           The Court, having considered the Plaintiff's Motion for Approval of the Parties' PAGA  
4 Settlement and Release Agreement pursuant to California's Private Attorneys General Act,  
5 California Labor Code § 2698 *et seq.* ("PAGA"), as well as the PAGA Settlement and Release  
6 Agreement (attached as Exhibit 1 to the Declaration of Christina M. Lucio), the papers filed in  
7 support of the motion, and the arguments of counsel, has determined that the Settlement provides  
8 genuine and meaningful relief under PAGA and is fair, adequate, and reasonable. Therefore, the  
9 Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

10           1.       The Court has jurisdiction over the subject matter of this Action and over all Parties  
11 to the Action.

12           2.       This Order incorporates the PAGA Settlement Agreement and Release  
13 ("Settlement" or "Settlement Agreement") agreed to between Plaintiff, on behalf of himself, the  
14 State of California, and Aggrieved Employees, on the one hand, and Defendant Bechtel  
15 Infrastructure & Power Construction Services, Inc., on its own behalf and on behalf of the Released  
16 Parties, on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall  
17 have the same meaning as defined in the Settlement Agreement.

18           3.       The Court hereby finds that Plaintiff notified the Labor and Workforce  
19 Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of  
20 California Labor Code § 2699(s). The Court has received no objection from the LWDA regarding  
21 the Settlement.

22           4.       The Court finds that the Settlement has been reached as a result of serious and non-  
23 collusive, arm's-length negotiations. The Court has considered the nature of the claims, the  
24 procedural history of this case, the amounts paid in settlement, and the allocation of settlement  
25 proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the Settlement  
26 involves the resolution of a bona fide dispute, was entered into in good faith, and provides genuine  
27 and meaningful relief under PAGA. The Court therefore approves the Settlement as fair, adequate,  
28

1 and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined  
2 in the Settlement Agreement.

3 5. Defendant will not be required to pay any additional amounts in connection with  
4 the Settlement other than the Gross Settlement Amount specifically set forth in the Settlement  
5 Agreement and this Order, which shall not exceed \$447,500.00.

6 6. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Farnes &  
7 Lucio, APC and James Hawkins APLC, in the total amount of \$\_\_\_\_\_ (requested  
8 up to 1/3 of the Gross Settlement Amount or \$149,166.67). The PAGA Counsel Fees Payments  
9 shall be divided 50% to Farnes & Lucio, APC and 50% to James Hawkins APLC. The Court  
10 also awards a PAGA Counsel Litigation Expenses Payment in the total amount of  
11 \$\_\_\_\_\_ (requested up to \$25,000). The PAGA Counsel Fees Payment and the PAGA  
12 Counsel Litigation Expenses Payment are to be paid from the Gross Settlement Amount.

13 7. The Court awards a PAGA Representative Service Payment to Plaintiff Erick  
14 Torres for his services in the amount of \$\_\_\_\_\_ (requested up to \$2,500) to be paid from the  
15 Gross Settlement Amount. Plaintiff submitted a declaration detailing the ways in which he assisted  
16 PAGA Counsel in the litigation of the Action, and the award is appropriate in light of the stated  
17 purpose of PAGA.

18 8. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator.  
19 The Court concludes that the Administration Expenses Payment in the amount of  
20 \$\_\_\_\_\_ (requested up to \$3,550.00) are reasonable and necessary to administer the  
21 Settlement and shall be paid from the Gross Settlement Amount.

22 9. The Net Penalty Amount of \$\_\_\_\_\_ (estimated \$267,283.33) shall  
23 be allocated as follows: 75% of the PAGA Settlement Amount, or  
24 \$\_\_\_\_\_ (estimated \$200,462.50), will be paid to the LWDA, and the remaining  
25 25%, or \$\_\_\_\_\_ (estimated \$66,820.83), will be paid to all Aggrieved Employees  
26 pursuant to the calculation set forth in the Settlement Agreement for calculating Individual PAGA  
27 Payments.  
28

1           10.     The Court directs that the Administrator send the Notice, attached as Exhibit B to  
2 the Settlement Agreement, to the Aggrieved Employees with the Individual PAGA Payments to  
3 be disseminated pursuant to the Settlement.

4           11.     Upon the Effective Date, the terms of the Settlement Agreement, and this Order  
5 and Judgment, shall be binding on the Parties. Plaintiff and the Aggrieved Employees shall be  
6 bound by the releases set forth in the Settlement Agreement. Specifically:

7               a.    Upon the Effective Date and contingent upon payment of the Gross Settlement  
8                    Amount, Plaintiff will be deemed to have provided a Complete and General Release  
9                    to the Released Parties.

10              b.   Upon the Effective Date and contingent upon payment of the Gross Settlement  
11                    Amount, Plaintiff, the State of California, all Aggrieved Employees, and the Labor  
12                    and Workforce Development Agency will fully release the Released Parties and be  
13                    forever barred from pursuing against them, for the duration of the PAGA Period:  
14                    (a) all claims for civil penalties or relief of any kind under PAGA that were alleged,  
15                    or reasonably could have been alleged based on the facts stated in the Operative  
16                    Complaint or the PAGA Notices, including, but not limited to, all claims for or  
17                    relating to (1) regular, overtime, or premium wages; (2) failure to compensate  
18                    Aggrieved Employees for all hours worked; (3) failure to pay the appropriate  
19                    regular rate of pay; (4) failure to comply with payroll or wage record-keeping  
20                    documentation or wage statement itemization requirements; (5) failure to provide  
21                    sufficient meal and/or rest periods or pay premiums in lieu thereof; (6) failure to  
22                    timely pay wages due at termination or otherwise; (7) failure to furnish accurate  
23                    wage statements; (8) failure to pay minimum wages; (9) failure to reimburse  
24                    business or other expenses and costs; (10) failure to pay sick or vacation pay; (11)  
25                    failure to provide suitable facilities for meal and rest periods; (12) failure to provide  
26                    a place of employment that is safe and healthful; (13) failure to furnish and use  
27                    safety devises and safeguards and adopt practices to make a place of employment  
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1 safe and healthful and to protect the life, safety, and health of employees; (14)  
2 failure to implement and maintain an effective written illness prevention program;  
3 (15) requiring or permitting employees to work in a place of employment that is  
4 not safe and healthful; and (16) failure to provide, encourage, and permit recovery  
5 periods; and (b) any claims for PAGA penalties that could have been awarded  
6 pursuant to Labor Code sections 201, 201.3, 202, 203, 204, 210, 216, 218.5, 218.6,  
7 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 246, 256, 510, 512, 516, 558,  
8 1174, 1174.5, 1175, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 2441, 2699, 2802,  
9 6400, 6401, 6401.7, 6402, 6403, and 3395, and applicable IWC California Wage  
10 Orders and California Code of Regulations, Title 8, §§ 11000 et seq. The PAGA  
11 Period means the period from September 16, 2020, through the date the Court enters  
12 this Judgment.

13 c. The releases provided under the settlement shall have *res judicata* effect on  
14 Plaintiff, the State of California, and the Aggrieved Employees, as well as their  
15 heirs, executors, administrators, successors, and assigns in all pending and future  
16 claims, lawsuits, or other proceedings maintained by or on behalf of any such  
17 persons, to the extent those claims, lawsuits or other proceedings fall within the  
18 scope of claims released as set forth in the Settlement Agreement.

19 12. Without affecting the finality of this order and entry of judgment, the Court retains  
20 exclusive and continuing jurisdiction over this Action for purposes of supervising, administering,  
21 implementing, and enforcing this Order, the Settlement and the Judgment pursuant to California  
22 Code of Civil Procedure section 664.6.

23 13. Nothing in this Order or the Settlement shall be construed as an admission or  
24 concession by any party. The Settlement and this resulting Order and entry of judgement simply  
25 represent a compromise of disputed allegations.

26 14. Upon completion of the Settlement, the Administrator will provide written  
27 certification of the completion to the Court and counsel for the Parties which shall be filed with  
28

1 the Court on or before \_\_\_\_\_, 2025 (suggested 16 days prior to compliance  
2 hearing). The Court sets a final accounting hearing to assess compliance with this Order and the  
3 Settlement Agreement for \_\_\_\_\_ (proposed May 2025) at \_\_\_\_\_ a.m./p.m.

4 15. The entire Action will be dismissed, with prejudice, at the final accounting hearing  
5 and upon the terms set forth in the Settlement Agreement, assuming full compliance with this  
6 Order and the Settlement Agreement by that date.

7 16. Plaintiff is directed to submit a copy of this Order to the LWDA within ten calendar  
8 days after the entry of this Order.

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

10  
11 Dated: \_\_\_\_\_

By: \_\_\_\_\_

Honorable Judge of the Superior Court