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9 Attorneys for Plaintiff ERICK TORRES,
on behalf of himself and all others similarly situated
10

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SAN BERNARDINO**
13

14
15 ERICK TORRES, on behalf of himself and all
others similarly situated,

16 Plaintiff,

17 v.
18

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

21 Defendants.
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Case No. CIVSB2134046

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

**NOTICE OF ENTRY OF ORDER
GRANTING APPROVAL OF PAGA
SETTLEMENT AND JUDGMENT**

Date: March 19, 2026
Time: 8:30 a.m.
Dept.: S-26

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

1 **TO THE COURT AND ALL PARTIES OF RECORD AND THEIR ATTORNEYS:**
2 **PLEASE TAKE NOTICE** that on March 19, 2025 the Court entered an Order and Judgment
3 Granting Approval of Plaintiff's Motion for PAGA Settlement in the above entitled action. Further,
4 the Court has set a Final Accounting hearing for March 19, 2026 at 8:30 a.m, in Department S-26
5 of the San Bernardino Superior Court, located at 247 W. 3rd Street, San Bernardino, CA 92415. A
6 true and correct copy of the Court's March 19, 2025 Order Granting Approval of PAGA Settlement
7 and Judgment is attached hereto as Exhibit A.
8
9

10 Dated: March 27, 2025

JAMES HAWKINS APLC

11
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13 By: 
14 JAMES R. HAWKINS, ESQ.

15 Attorneys for Plaintiff ERICK TORRES on
16 behalf of himself and the Aggrieved
17 Employees.
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EXHIBIT A

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

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

MAR 19 2025

BY 
VALERIE URUENA, DEPUTY

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, Farnaes &
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 Farnaes & 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
28

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

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

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

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 3/19/2025 (proposed May 2025) at 8:30 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.**

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11 Dated: 3/19/2025 By: C. Towns Christian Towns
12 Honorable Judge of the Superior Court
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1 **PROOF OF SERVICE**

2 I am a resident of the State of California, County of Orange. I am over the age of
3 eighteen years and not a party to the within action. My business address is 9880 Research
4 Drive., Suite 200, Irvine, California 92618. On March 27, 2025, I served on the interested parties
in this action the following document(s) entitled:

5 **NOTICE OF ENTRY OF ORDER GRANTING APPROVAL OF PAGA**
6 **SETTLEMENT AND JUDGMENT**

on the interested parties in this action.

7 [XX] by placing [] the original [XX] a true copy thereof attached to email addressed as follows:

9 David W. Morsehead, Esq.
10 **MUNGER, TOLLES & OLSON LLP**
11 350 South Grand Avenue. Fiftieth Floor
12 Los Angeles, California 90071-3426
13 Tel: (213) 683-9100
14 Fax: (213) 687-3702
15 david.morsehead@mto.com
16 juana.guevara@mto.com

California Labor and Workforce Development
Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
[http://www.dir.ca.gov/Private-Attorneys-](http://www.dir.ca.gov/Private-Attorneys-General-Act)
[General-Act](http://www.dir.ca.gov/Private-Attorneys-General-Act)
(via LWDA website only)

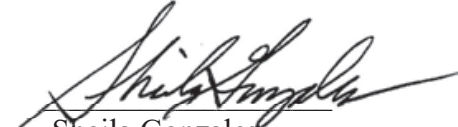
14 Malcolm A. Heinicke, Esq.
15 **MUNGER, TOLLES & OLSON LLP**
16 560 Mission Street,
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18 San Francisco, California 94105-2907
19 Tel: (415) 512-4000
20 Fax: (415) 512-4077
21 malcolm.heinicke@mto.com

Attorneys for Defendant
20 **BECHTEL INFRASTRUCTURE AND**
21 **POWER CONSTRUCTION SERVICES, INC.**

22 [XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to
23 accept service by e-mail or electronic transmission, I caused the document(s) to be sent
24 from the email address sheila@jameshawkinsaplc.com to the persons at the e-mail
25 addresses listed in the Service List. I did not receive, within a reasonable time after
transmission, any electronic message or other indication that the transmission was
unsuccessful.

26 [XX] STATE: I declare under penalty of perjury, under the laws of the State of
27 California, that the above is true and correct.

28 Executed on March 27, 2025, at Irvine, California


Sheila Gonzales