

1 David Mara, Esq. (230498)
Matthew Crawford, Esq. (310230)
2 **MARA LAW FIRM, PC**
2650 Camino del Rio North, Suite 302
3 San Diego, California 92108
Telephone: (619) 234-2833
4 Facsimile: (619) 234-4048

5 Attorneys for Plaintiff LELAND LAWSON,
on behalf of himself and all others similarly situated
6 and on behalf of the general public
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **IN AND FOR THE COUNTY OF KERN**

11 LELAND LAWSON, on behalf of himself
12 and all others similarly situated, and on
behalf of the general public,

13 Plaintiff,

14 v.

15 COMNET COMMUNICATIONS, LLC;
16 AND DOES 1 THROUGH 100,

17 Defendants.
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Case No. BCV-21-102757

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S AMENDED MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Date: April 24, 2024

Time: 8:30 a.m.

Dept.: 17
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1 **ORDER**

2 WHEREAS, this action is pending before this Court as an alleged representative action
3 under the Private Attorneys General Act of 2004 (the “Action”); and

4 WHEREAS, the Court has considered the motion by Plaintiff Leland Lawson (“Plaintiff”)
5 for approval of the Parties’ settlement in accordance with the Parties’ Joint Stipulation and
6 Settlement Agreement of PAGA Claim (the “Settlement Agreement”). The Court understands that
7 the Settlement Agreement sets forth the terms and conditions for a proposed settlement and
8 dismissal of the Action with prejudice. Based on a review of the submissions by the Parties, and
9 good cause appearing;

10 NOW, THEREFORE, IT IS HEREBY ORDERED:

11 1. All terms used in the Settlement Agreement shall have the same meaning as defined
12 therein.

13 2. The terms of the Settlement Agreement are fair, adequate, and reasonable, and
14 therefore, are approved by the Court.

15 3. Compensation to the Labor and Workforce Development Agency (LWDA) and the
16 Aggrieved Employees shall be affected pursuant to the terms of the Settlement Agreement.

17 4. The Court hereby approves of the payment of attorneys’ fees to Plaintiff’s Counsel
18 in the sum of \$62,833.33 and costs in the sum of \$10,934.63 to be affected in the manner set forth
19 in the Settlement Agreement.

20 5. The Court hereby approves of the payment in the amount of up to \$5,000.00,
21 currently estimated at \$3,990.00, to Apex Class Action LLC, for performance of its settlement
22 administration services.

23 6. Upon entry of this Order, all claims in the lawsuit shall be and are hereby dismissed
24 with prejudice. Moreover, the LWDA and each and every Aggrieved Employee, including
25 Plaintiff, shall be deemed and are deemed to have conclusively released and forever discharged
26 the Released Parties from the Released Claims, as defined in the Settlement Agreement, and are
27 permanently barred and enjoined from the institution or prosecution of all Released Claims
28 against the Released Parties.

Neither the settlement, nor any terms set forth in the Settlement Agreement, are an

1 admission of liability or any wrongdoing by the Released Parties, nor is the Court's Order a
2 finding of the validity of any claims in the lawsuit or of any wrongdoing by the Released Parties.

3 8. This Order is intended to be a final disposition of the lawsuit in its entirety and is
4 intended to be immediately appealable.

5 9. The Court shall retain jurisdiction with respect to all matters related to the
6 administration and consummation of the settlement.

7 **JUDGMENT**

8 10. The Court hereby enters final judgment in this Action in accordance with terms of
9 the Settlement Agreement and the Order Granting Plaintiff's Amended Motion for Approval of
10 PAGA Settlement. All terms used herein shall have the same meaning as defined in the
11 Settlement Agreement.

12 11. Upon the entry of the Order and Judgment, as defined in the Settlement Agreement,
13 Plaintiff and all Aggrieved Employees, shall have by operation of the Order Granting Plaintiff's
14 Amended Motion for Approval of PAGA Settlement and this Judgment, fully, finally and forever
15 released, relinquished, and discharged the Released Parties from the Released Claims as those
16 terms are respectively defined in the Settlement Agreement, and are forever barred and enjoined
17 from prosecuting such released claims against the Released Parties.

18 12. Without affecting the finality of the Order and Judgment, pursuant to California
19 Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, the
20 Court reserves exclusive and continuing jurisdiction over this Action, the Plaintiff, Aggrieved
21 Employees, and Defendants for the purposes of supervising the implementation, enforcement,
22 construction, and interpretation of the Settlement Agreement, Final Order, and Judgment.

23 Dated: _____

Honorable Thomas S. Clark