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

AUG 01 2023

BY 
JESSICA MORALES, DEPUTY

R. Rex Parris (SBN 96567)
Alexander R. Wheeler (SBN 239541)
Kitty K. Szeto (SBN 258136)
Ryan A. Crist (SBN 316653)
PARRIS LAW FIRM
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Lancaster, California 93534
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Attorneys for Plaintiffs

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

ANDREW NUGENT-GOMEZ, individually,
on behalf of other members of the general
public similarly situated;

Plaintiff,

v.

SHAWCOR PIPELINE PROTECTION LLC,
an unknown business entity; SHAWCOR
PIPE PROTECTION LLC, an unknown
business entity; SHAWCOR, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CIVDS2001526

[Assigned for All Purposes to the Honorable
David Cohn, Dept. S26]

CLASS ACTION

**[PROPOSED] FINAL ORDER OF APPROVAL
AND JUDGMENT**

Date: August 1, 2023
Time: 9:30 a.m.
Dept.: S26

FILED

1 Plaintiffs unopposed motion for an order granting final approval of the proposed
2 settlement of the above-captioned action on a classwide basis came on for hearing before the
3 above-entitled court.

4 Having read the Joint Stipulation and Agreement for Class and Representative Action
5 Settlement and Release ("Settlement Agreement") attached as Exhibit "A" to the Declaration of
6 Kitty K. Szeto and supporting documents, the unopposed motion for final approval, as well as
7 the points and authorities and declarations filed in support thereof, the Court finds that: the
8 proposed settlement appears fair, reasonable, and adequate and an order granting final approval
9 should be entered in this action based upon the terms of the Settlement Agreement.

10 **IT IS THEREFORE ORDERED THAT:**

11 1. This Order incorporates by reference the parties' Settlement Agreement and all
12 defined terms herein shall have the same meaning as set forth in the Settlement Agreement.

13 2. The Settlement Agreement, the proposed Settlement described therein, and the
14 Gross Settlement Amount of **\$1,100,000.00** is approved as fair, reasonable, and adequate.

15 3. The parties shall effectuate the terms of the Settlement Agreement consistent with
16 the deadlines set forth by this Order and in the Settlement Agreement.

17 4. Within thirty (30) calendar days of this order, Defendant Shawcor Pipe Protection
18 LLC ("Defendant") shall deposit \$600,000.00 of the Gross Settlement Amount into a qualified
19 settlement account established by Simpluris, Inc. ("Settlement Administrator"). The remaining
20 \$500,000.00 of the Gross Settlement Amount shall be deposited by Defendant within 120 days
21 after the initial payment into the qualified settlement account established by the Settlement
22 Administrator. No later than five (5) calendar days after Defendant deposits the second payment
23 towards the Gross Settlement Amount, resulting in complete payment of the Gross Settlement
24 Amount, the Settlement Administrator shall distribute the following payments.

25 5. The Court hereby approves Class Counsel's request for attorneys' fees in the
26 amount of ~~\$385,000.00~~ ^{\$366,666.67} and costs in the amount of ~~\$17,363.03~~ ^{\$16,687.51}.

27 6. The Court hereby approves the Class Representative Service Award request in the
28 amount of \$10,000 to Andrew Nugent-Gomez and \$10,000 to Thomas Contreras.

1 7. The Court hereby approves the PAGA Payment in the total amount of \$56,250 to
2 the California Labor Workforce Development Agency pursuant to California Labor Code section
3 2699.

4 8. The Court hereby approves Settlement Administration Costs in the total amount
5 of \$13,000 to Simpluris, Inc.

6 9. The Settlement Administrator shall timely distribute the Gross Settlement
7 Amount in accordance with this Order and the Settlement Agreement.

8 10. The Court hereby enters judgment in this Action barring and enjoining Plaintiff
9 and all Settlement Class Members from prosecuting against any of the Released Parties for any
10 of the Released Claims as those terms are defined in the Settlement Agreement upon satisfaction
11 of all payments and obligations under the Settlement Agreement.

12 11. The Court retains jurisdiction over the parties to enforce the Settlement
13 Agreement and this judgment pursuant to Code of Civil Procedure section 664.6 and California
14 Rules of Court, Rule 3.769(h).

15 **IT IS SO ORDERED.**

16 DATE: 8/1/22



Honorable David Cohn
San Bernardino County Superior Court

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STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 43364 10th Street West, Lancaster, California 93534.

On July 6, 2023, I served the foregoing document described as **[PROPOSED] FINAL ORDER OF APPROVAL AND JUDGMENT** on:

*Counsel for Defendants Shawcor
Pipeline Protection, LLC, Shawcor
Pipe Protection LLC, Shawcor*

CLARK HILL LLP

555 South Flower Street, 24th Floor
Los Angeles, California 90017
Telephone: (213) 417-5330
Facsimile: (213) 488-1178

[X] **BY ELECTRONIC SERVICE as follows:** Based on an agreement of the parties to accept personal service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification address listed above.

Executed on July 6, 2023, at Lancaster, California.

[X] I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


Kitty K. Szeto