

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

BOYAMIAN LAW, INC.
Michael H. Boyamian (SBN 256107)
550 North Brand Boulevard, Suite 1500
Glendale, California 91203-1922
Telephone: 818.547.5300
Facsimile: 818.547.5678
E-mail(s): michael@boyamianlaw.com

Attorneys for Plaintiff Jose Trejo, individually
and on behalf of all others similarly situated

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

NOV 03 2023

E. Escobedo

NOV 06 2023

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

JOSE TREJO, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

ANDERSON CHARNESKY
STRUCTURAL STEEL, INCORPORATED.,
a California coporation, KEVIN M.
CHARNESKY, an individual; and DOES 1
through 25, inclusive,
Defendants.

Case No.: CVRI2201955

*[Assigned for all purposes to the Hon. Harold
Hopp, Dept. 1]*

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

Hearing Date: November 3, 2023

Hearing Time: 8:30 a.m.

Judge: Hon. Harold Hopp

Dept.: 1

1 Plaintiff Jose Trejo ("Plaintiff") with Defendants Anderson Charnesky Structural Steel,
2 Incorporated and Kevin M. Charnesky ("Defendants") moved for approval of the proposed
3 settlement of Plaintiff's claims for civil penalties under the California Labor Code Private
4 Attorneys General Act ("PAGA"), pursuant to California Labor Code section 2699(l). Plaintiff
5 seeks approval of the settlement, including the Gross Settlement Amount ("GSA") of \$505,000.00.

6 The terms of the PAGA Settlement Agreement (the "Settlement Agreement") provide that
7 a Net Settlement Amount of \$312,716.67 shall be paid from the \$505,000.00 GSA. The Settlement
8 Agreement also provides that (1) \$168,333.33 be paid to Plaintiff's Counsel for payment of
9 attorneys' fees; (3) up to \$20,000.00 be paid to Plaintiff's Counsel for actual litigation costs
10 incurred; (3) \$3,950.00 be paid to ILYM Group, Inc. for the cost of administration of the settlement.
11 The Labor Workforce Development Agency was provided with notice of the settlement and the
12 motion via its online process and no objection has been received to the settlement or the motion.

13 Upon Defendant's funding of the Gross Settlement Amount in full in accordance with the
14 terms agreed upon by the Parties, Plaintiff, the LWDA, and the State of California will release the
15 Released PAGA Claims, as that term is defined in the Joint Stipulation of Settlement of PAGA
16 Action and Release of PAGA Claims, against Defendants and its former and present officers,
17 directors, employees, and agents. The release does not include underlying wage and hour claims,
18 claims for wrongful termination, discrimination, unemployment insurance, disability, and workers'
19 compensation, and claims outside of the PAGA Period.

20 Good cause appearing based on the reasons set forth in the motion for approval, the Court
21 hereby GRANTS the motion and approves the PAGA settlement as set forth in the Settlement
22 Agreement and the Net Settlement Amount of \$312,716.67, which shall be allocated and paid out
23 as set forth in the Settlement and in accordance with Labor Code section 2699(i).

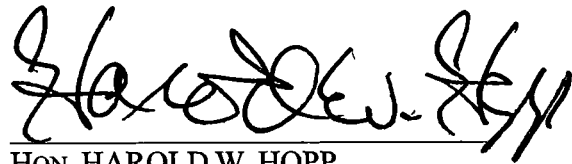
24 This Judgment shall be binding on the LWDA and the State of California, which are hereby
25 barred by the doctrine of res judicata from re-litigating the Released PAGA Claims, as that term is
26 defined by the Joint Stipulation of Settlement of PAGA Action and Release of PAGA Claims. *See*
27 *Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative
28 action brought by an aggrieved employee under PAGA is binding not only on the named employee

1 plaintiff but also on state labor law enforcement agencies and any aggrieved employee not a party
2 to the proceeding).

3 After entry of this Judgment, the Court shall retain jurisdiction to construe, interpret,
4 implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge to
5 a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
6 connection with the distribution of settlement benefits.

7
8 **IT IS SO ORDERED AND ADJUDGED, LET JUDGMENT BE FORTHWITH**
9 **ENTERED ACCORDINGLY.**

10
11 DATED: 11/3/23



12 HON. HAROLD W. HOPP
13 RIVERSIDE COUNTY SUPERIOR COURT JUDGE
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28