

PLAINTIFF/PETITIONER: Leticia Vazquez
 DEFENDANT/RESPONDENT: Merrick Engineering, Inc.

CASE NUMBER:
 CVRI2202296

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):
 PLEASE SEE PROOF OF SERVICE ATTACHED

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 7, 2025

Timothy Betancourt

(TYPE OR PRINT NAME OF DECLARANT)



Timothy Betancourt

(SIGNATURE OF DECLARANT)

EXHIBIT 1

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Tara Zabehi (SBN 314706)
LAWYERS for JUSTICE, PC
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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

LETICIA VAZQUEZ, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiff,

vs.

MERRICK ENGINEERING, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendant.

Case No.: CVRI2202296

Honorable Harold W. Hopp
Department 1

**~~[PROPOSED]~~ ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

Reservation ID: 234849328969
Date: April 7, 2025
Time: 8:30 a.m.
Department: 1

Complaint Filed: June 7, 2022
Trial Date: None Set

**~~[PROPOSED]~~ ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND
COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS**

1 This matter has come before the Honorable Harold W. Hopp in Department 1 of the Superior Court
2 of the State of California, for the County of Riverside, on April ³⁰ 7, 2025, at 8:30 a.m., on Plaintiff Leticia
3 Vazquez's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et*
4 *Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement
5 Administration Costs ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC appeared for Plaintiff
6 and Hallstrom, Klein & Ward, LLP, appeared for Defendant Merrick Engineering, Inc. ("Defendant").

7 On or around April 24, 2024, Plaintiff and Defendant (together, the "Parties") executed the Private
8 Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement," or
9 "Agreement").

10 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
11 Declarations of Plaintiff's Counsel Tara Zabehi and Plaintiff Leticia Vazquez, and (3) the Settlement
12 Agreement.

13 Having duly considered the Parties' papers and oral argument, and good cause appearing,

14 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

15 1. The Motion for Approval of Settlement is granted.
16 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
17 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
18 of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent
19 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and the
20 Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-captioned
21 action was filed prior to June 19, 2024.

22 4. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
23 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing
24 the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the
25 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
26 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
27 2699.3(a).
28

1 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
2 conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or
3 appear in the above-captioned action (the “Action”).

4 6. The Settlement pertains to the following aggrieved employees:

5 All current and former hourly-paid or non-exempt employees who worked for Defendant in the
6 State of California who earned shift differentials/non-discretionary performance pay which was
7 not used to calculate the correct regular rate of pay used to calculate overtime rate, at any time
8 during the PAGA Period (“Aggrieved Employees”).

9 7. The Court finds that the Parties reached the Settlement as a result of arm’s-length
10 negotiations.

11 8. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated
12 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
13 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
14 Amount shall be the Total Settlement Amount (\$540,000.00) less the approved Attorneys’ Fees and Costs
15 to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement
16 Administration Costs to Phoenix Settlement Administrator (the “PAGA Settlement Administrator”).
17 Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA
18 Payment”) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the
19 Aggrieved Employees (“Employees’ Portion”) in accordance with this Order and Judgment and the
20 Settlement Agreement.

21 9. The Court has considered the Settlement, and the monetary allocations provided thereby, and
22 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
23 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
24 with, this Order and Judgment and the Settlement Agreement.

25 10. The Court approves the payment of \$189,000.00 to Plaintiff’s Counsel for attorneys’ fees.
26 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this
27 Order and Judgment and the Settlement Agreement.

28 11. The Court approves the payment of \$8,005.91 to Plaintiff’s Counsel for reimbursement of
litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

1 12. The Court approves payment in the amount of \$9,000.00 to Plaintiff Leticia Vazquez for her
2 General Release Fee. These amounts shall be paid from the Total Settlement Amount and shall be disbursed
3 in accordance with this Order and Judgment and the Settlement Agreement.

4 13. The Court approves payment up to the amount of \$5,000.00 to Phoenix Settlement
5 Administrator for the Settlement Administration Costs. This amount shall be paid from the Total Settlement
6 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

7 14. The Parties are directed to perform in accordance with the terms set forth in this Order and
8 Judgment and the Settlement Agreement.

9 15. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
10 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the PAGA
11 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that
12 it distributes payments to Aggrieved Employees for their share of the Employees' Portion (“Individual
13 Settlement Share(s)”).

14 16. No later than seven (7) calendar days after the date of the Court’s Order and Judgment
15 granting approval of the Settlement, Defendant will provide the PAGA Settlement Administrator with the
16 Aggrieved Employees List, in accordance with this Order and Judgment and the Settlement Agreement.

17 17. Within fourteen (14) calendar days of the date of this Order and Judgment, Defendant shall
18 deposit \$540,000.00 into a qualified settlement account established by the PAGA Settlement Administrator
19 for administration of the Settlement in accordance with this Order and Judgment and the Settlement
20 Agreement.

21 18. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List, and
22 Defendant fully funds the Total Settlement Amount, the PAGA Settlement Administrator shall distribute
23 the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to all Aggrieved
24 Employees (together, the “PAGA Settlement Package”), the General Release Fee to Plaintiff, the Settlement
25 Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved
26 Employees, the Attorneys’ Fees and Costs to Plaintiff’s Counsel, unless instructed otherwise by Plaintiff’s
27 Counsel, as provided for by this Order and Judgment and the Settlement Agreement.

28 19. The PAGA Settlement Administrator shall mail a reminder postcard by First Class U.S. Mail

1 to any Aggrieved Employee whose Individual Settlement Share check has not been negotiated within sixty
2 (60) calendar days after the date of mailing.

3 20. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
4 and negotiable for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with such
5 cancelled checks shall be transmitted by the PAGA Settlement Administrator to the California State
6 Controller's Office Unclaimed Property Division, in the name of each Aggrieved Employee whose check is
7 cancelled.

8 21. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon
9 the entry of this Order and Judgment and full funding of the Total Settlement Amount, and except as to the
10 rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect
11 to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged
12 Released Parties, to the full extent permitted by law, of and from the Action and from the Released Claims.

13 22. "Released Parties" means Defendant and their current and former employees, attorneys,
14 officers, directors and agents thereof, both individually and in their business capacities, and their employee
15 benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and
16 programs.

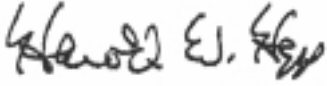
17 23. "Released Claims" means any and all claims, arising during the PAGA Period, for civil
18 penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and
19 costs available under PAGA, based on the factual allegations in the Operative Complaint and in the notice
20 to the LWDA, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure
21 to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and
22 associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon
23 termination, failure to provide compliant and accurate wage statements, failure to maintain complete and
24 accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation
25 of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d),
26 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter*
27 *alia*, Wage Orders 1-2001, 4-2001, and 9-2001.

28 24. "PAGA Period" means the period from March 23, 2021, through approval.

1 25. No individualized notice of this Order and Judgment is required to be provided to the
2 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system
3 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

4 26. A Final Accounting and Compliance Hearing is scheduled for December 18, 2025
5 at 8:30 a.m. in Department 1 of the above-captioned Court and the final report regarding the
6 disbursement of the Individual Settlement Shares and uncashed funds shall be filed seven (7) court days in
7 advance of the hearing.

8
9
10 Date: May 6, 2025



Honorable Harold W. Hopp
Judge of the Superior Court

EXHIBIT A

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Leticia Vazquez v. Merrick Engineering, Inc.*, Riverside Superior Court Case No. CVRI2202296

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Leticia Vazquez v. Merrick Engineering, Inc.*, Riverside Superior Court Case No. CVRI2202296 ("Action").

The lawsuit was filed on June 7, 2022 by Leticia Vazquez ("Plaintiff") against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on March 23, 2022 Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 9-2001, thereby initiating LWDA Case Number LWDA-CM-875026-22 (the "PAGA Notice").

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations.

A settlement was reached between Plaintiff and Defendant Merrick Engineering, Inc. ("Defendant").

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California who earned shift differentials/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate overtime rate, at any time during the PAGA Period ("Aggrieved Employees"). The period March 23, 2021 through approval is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendant and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

"Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and in the notice to the LWDA, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 9-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **[PAGA Settlement Administrator]** at **[toll-free phone number]**.

PROOF OF SERVICE

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 450 N. Brand Blvd., Suite 900, Glendale, California 91203.

On May 7, 2025, I served the foregoing document(s) described as:

- **NOTICE OF ENTRY OF JUDGMENT OR ORDER**
on interested parties in this action as follows:

Betty J. Levine
HALLSTROM, KLEIN & WARD, LLP
15615 Alton Pkwy., Suite 175
Irvine, California 92618
Emails: betty@hkwlpl.com; michelle@hkwlpl.com;
scott@hkwlpl.com

Attorneys for Defendant

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful..

[X] STATE

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

Executed on May 7, 2025, at Glendale, California.



Timothy Betancourt