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VENTURA SUPERIOR COURT

11/28/23

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Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

CARLOS YANEZ, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

TAFT ELECTRIC COMPANY, a California
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO. 56-2022-00563328-CU-OE-VTA

Assigned the Hon. Jeffrey G. Bennett, Dept. 21

**~~PROPOSED~~ ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT**

Hearing Information:

Date: November 28, 2023

Time: 8:30 a.m.

Dept.: 21

VENTURA
SUPERIOR COURT
FILED

NOV 28 2023

BRENDA L. McCORMICK
Executive Officer and Clerk

By: *[Signature]*, Deputy

CLARA SOTELO-MARTINEZ

~~PROPOSED~~ ORDER

Having considered the Parties' submissions, and all legal authorities and documents submitted in support thereof, including the PAGA Settlement Agreement Claims (the "Settlement Agreement" and/or the "Settlement") submitted in support of Plaintiff's Notice of Motion and Motion to Approve PAGA Settlement ("Plaintiff's Motion") as Exhibit "A" to the Declaration of Mehrdad Bokhour, and good cause appearing:

IT IS HEREBY ORDERED that Plaintiff's Motion is **GRANTED**, subject to the following findings and orders:

a) All terms used herein shall have the same meaning as defined in the Settlement Agreement.

b) The Court hereby approves the terms set forth in the Settlement Agreement and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties were able to reasonably evaluate their respective positions. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery being provided as part of the Settlement and recognizes the significant value accorded to the Allegedly Aggrieved Employees.

c) The Settlement Agreement is not an admission by Defendant Taft Electric Company ("Defendant") or any of the Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or any of the Released Parties. Neither is this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, to be construed as, or to be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against the Defendant or any of the Released Parties and alleged wrongdoing/liability is expressly denied.

d) The Defendant and Released Parties shall pay the Allegedly Aggrieved Employees pursuant to the procedure described in the Settlement Agreement.

e) The Court hereby confirms Joshua Falakassa, Esq. of Falakassa Law, P.C. and Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. as Plaintiff's Counsel.

f) The Court hereby awards a Fee Amount (attorneys' fees) one-third (33.33%) of the Settlement Sum, which is \$116,666.67 in attorneys' fees and \$13,818.50 for reasonable litigation costs (collectively "Plaintiff's Counsel's Payment"). The Court finds that Plaintiff's Counsel's Payment is reasonable in light of the relevant factors under California law and in light of the benefit obtained on behalf of the State of California and Allegedly Aggrieved Employees. The payment of the Fee Amount and the Cost Amount to Plaintiff's Counsel shall be made in accordance with the terms of the Settlement.

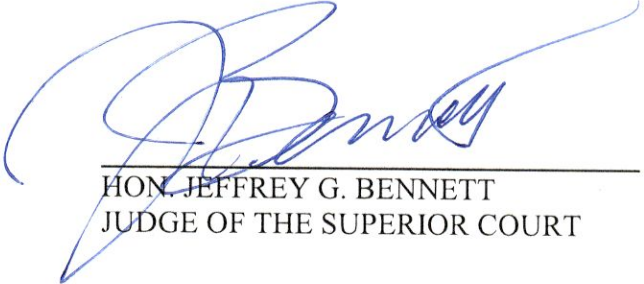
h) The Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided in the Settlement Agreement.

i) The Court further orders, adjudges and decrees that the Allegedly Aggrieved Employees (as defined in the Settlement Agreement) fully release and discharge Defendant along with the Released Parties, of the representative claims for civil penalties pursuant to the terms set forth in the Settlement Agreement.

j) To effectuate the Settlement, Defendant is hereby ordered to provide the Settlement Administrator with a list of the names, addresses and number of pay periods/paychecks issued to each of the Allegedly Aggrieved Employees during the PAGA Period within fifteen (15) days after this Order approving the Settlement. The contact information shall be provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and highly confidential and take all necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement Members.

IT IS SO ORDERED.

DATED: 11-28-23



HON. JEFFREY G. BENNETT
JUDGE OF THE SUPERIOR COURT

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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 eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

On November 28, 2023, I served the following document(s) described **[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Kathleen Fellows, Esq.
kfellows@lightgablerlaw.com
Chandra Beaton, Esq.
cbeaton@lightgablerlaw.com
LIGHTGABLER
760 Paseo Camarillo, Suite 300
Camarillo, California 93010
Counsel for defendant Taft Electric Company

BY ELECTRONIC MAIL: Based on a Court order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused such the document(s) described above to be sent from my email address to the persons listed above. I did not receive, within a reasonable time after the transmission, any electronic message or indication that the transmission was unsuccessful.

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

Executed on November 28, 2023, at Los Angeles, California.

/s/ Cynthia Garcia
Cynthia Garcia