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

GERBER HERNANDEZ, on behalf of the State
of California and other aggrieved persons,

Plaintiff,

v.

L&S CONSTRUCTION SERVICES, INC., a
California corporation; L&S FRAMING, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: S-CV-0048880

PAGA REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Michael
Jones, Dept. 3]

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

Motion Hearing Date:

Date: January 30, 2025
Time: 8:25 a.m.
Dept.: 3

Complaint Filed: August 4, 2022
Trial Date: not set

~~PROPOSED~~ ORDER

This matter came on for hearing on January 30, 2025, at 8:25 a.m., in Department 3 of the above-entitled Court, the Honorable Michael Jones presiding. Based upon the pleadings on record, all papers submitted in connection with Plaintiff's Notice of Motion and Motion to Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiff's Motion is GRANTED.

The Court approves the PAGA Settlement Agreement ("Settlement") entered into by Plaintiff Gerber Hernandez ("Plaintiff") and Defendants L&S Construction Services, Inc. ("L&S Construction") and L&S Framing, Inc. ("L&S Framing;" and collectively with L&S Construction, "Defendants;" and further collectively together with Plaintiff, the "Parties"), and hereby ORDERS as follows:

1. Defendants shall pay the Gross Settlement Amount of \$1,130,000.00, according to the terms of the Settlement.

2. The "PAGA Period" is defined as the period from March 31, 2021 to September 3, 2024.

3. "Aggrieved Employees" are defined as all persons employed by either L&S Construction or L&S Framing in California and classified as a non-exempt or hourly-paid employee during the PAGA Period.

4. "Effective Date" means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement; and (b) the Judgment becomes final. The Judgment will become final as of the latest of the following occurrences: (a) the day the Court enters Judgment assuming no appeal is filed; or (b) if a timely appeal is filed, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for writs of certiorari) resulting in final judicial approval of the Settlement.

5. The Net Settlement Amount means the Gross Settlement Amount minus the following: (a) \$376,666.67 allocated to Attorneys' Fees; (b) \$60,000.00 allocated to litigation costs; (c) \$10,000.00 allocated to settlement administrator costs; and (d) \$10,000.00 allocated to Plaintiff as a service award.

- (a) The Court approves payment to Plaintiff’s counsel, Wilshire Law Firm, PLC (“Wilshire Law Firm”), for reasonable attorneys’ fees in the amount of Three Hundred Seventy Six Thousand Six Hundred Sixty-Six Dollars and Sixty Seven Cents (\$376,666.67), to be paid from the Gross Settlement Amount;
- (b) The Court approves payment to Plaintiff’s counsel, Wilshire Law Firm, of awardable, incurred litigation costs in the amount of Sixty Thousand Dollars and Zero Cents (\$57,611.19), to be paid from the Gross Settlement Amount;
- (c) The Court approves payment to the settlement administrator, Phoenix Settlement Administrators (“Settlement Administrator”), for its reasonable costs and fees to administer the Settlement, not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), to be paid from the Gross Settlement Amount; and
- (d) The Court approves Ten Thousand Dollars and Zero Cents (\$10,000.00) to be paid to Plaintiff as a service payment for his efforts as the named plaintiff and representative for the Aggrieved Employees and the State of California, to be paid from the Gross Settlement Amount.

6. Of the Net Settlement Amount, 75 percent is allocated to the California Labor and Workforce Development Agency (“LWDA”); and 25 percent is allocated to the Aggrieved Employees.

7. The Court directs Defendants to fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator within 30 days of the Effective Date.

8. The amount of each Aggrieved Employee’s portion of the Net Settlement Amount will be calculated as follows: (a) the Settlement Administrator will divide the amount of the Net Settlement Amount allocated to the Aggrieved Employees by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period; and (b) the Settlement Administrator will then multiply the result in Part A by the number of pay periods that particular Aggrieved Employee worked during the PAGA Period.

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1 9. The Court directs the Parties and the Settlement Administrator to carry out the terms
2 of the Settlement consistent with this Order.

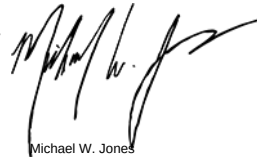
3 10. Under California Code of Civil Procedure section 664.6, the Court retains
4 jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement's
5 terms is achieved.

6 11. Plaintiff's counsel shall submit a copy of this Order to the LWDA within seven (7)
7 calendar days of the entry of the Order.

8 12. The above-referenced action and all claims asserted by Plaintiff individually and in
9 a representative capacity are hereby dismissed with prejudice.

10 13. Plaintiff shall give notice.

11 DATE: February 2, 2025


Michael W. Jones

Honorable Michael Jones
Placer County Superior Court