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ISRAEL NUNEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN MATEO

ISRAEL NUNEZ, an individual, and in a
representative capacity on behalf of the State
of California and other Aggrieved Employees,

Plaintiffs,

vs.

EPS, INC DBA EXPRESS PLUMBING &
SEWER SERVICES, a California Corporation,
and DOES 1-15

Defendants.

Case No: 25CIV02264

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT**

*Filed concurrently with Plaintiff's Notice of
Motion and Motion for Approval of PAGA
Settlement; Memorandum of Points and
Authorities in Support of Plaintiff's Motion
for Approval of PAGA Settlement;
Declaration of Harris Emran, Esq In Support
of Plaintiff's Motion; and [Proposed]
Judgment Approving PAGA Settlement*

Complaint Filed: March 28, 2025

Hearing Date: February 10, 2027

Time: 2:00 p.m.

Dept: 28

Hon. Nicole S. Healy

The Court, having read and considered Plaintiff Israel Nunez's Unopposed Motion for
Approval of California Labor Code Private Attorneys General Act of 2004 ("PAGA") Settlement,
having come before this Court, on the date indicated above, and good cause appearing therefore,
hereby orders as follows:

1 1. The Court grants approval of the PAGA Settlement based upon the terms set forth in the
2 Amended PAGA Settlement Agreement (the “Settlement”) attached to the Declaration of Harris
3 Emran as **Exhibit D.**

4 2. All terms used for purposes of this Order, not otherwise defined, shall have the same
5 meaning as given in the Amended PAGA Settlement Agreement attached to the Declaration of
6 Harris Emran as **Exhibit D.**

7 3. Pursuant to Labor Code section 2699(s)(2), the Labor & Workforce Development Agency
8 (“LWDA”) has been given notice of the Settlement. In particular, on the date Plaintiff filed this
9 unopposed Motion for Approval of the Settlement with the Court, Plaintiff submitted to the LWDA
10 a notice of the Settlement by uploading a copy of this Motion for Approval of PAGA Settlement
11 and accompanying documents. The Court finds and determines that Plaintiff’s notice of the
12 Settlement complied with the statutory requirements of PAGA.

13 4. The Court confirms approval of the Settlement as to the following group of individuals,
14 collectively referred to as the “Aggrieved Employees,” means all current and former non-exempt
15 or hourly paid employees who worked for Defendant in California during the PAGA Period, defined
16 as January 15, 2024 through the date of the Approval Order, and resolves any and all claims relating
17 to the facts and claims asserted in the Action and the PAGA claims.

18 5. This Court has jurisdiction over the subject matter of this litigation, over all PAGA
19 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
20 under the Settlement.

21 6. The Court finds that the Settlement should be approved under Labor Code section
22 2699(s)(2).

23 7. Accordingly, the Court hereby finally and unconditionally approves the Settlement.

24 8. The Court finds that all Aggrieved Employees are deemed to release, on behalf of
25 themselves and their respective former and present representatives, agents, assigns, spouse, heirs,
26 descendants, dependents, attorneys, insurers, administrators, successors and assigns, the Released
27 Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been
28

1 alleged, based on the facts and allegations in the PAGA Notice and the Complaint that are alleged
2 to have occurred during the PAGA Period.

3 9. The Court finds that the Gross Settlement Payment, PAGA Penalties, and the methodology
4 used to calculate and pay each Individual PAGA Payment, in accordance with the Settlement, are
5 approved under Labor Code section 2699(s)(2).

6 10. The Court authorizes the Settlement Administrator to calculate and pay the Gross Settlement
7 Payment in accordance with the terms of the Settlement.

8 11. Out of the Forty-Two Thousand Five Hundred Dollars and Zero Cents (\$42,500.00), the
9 following payments shall be made in accordance with the PAGA Settlement Agreement and subject
10 to Court approval:

11 a. A PAGA Counsel Fees Payment of not more than thirty-five percent (35.00%) of the Net
12 Settlement Amount, currently estimated not to exceed Fourteen Thousand Eight Hundred
13 Seventy-Five Dollars and Zero Cents (\$14,875.00) and PAGA Counsel Litigation
14 Expenses Payment of an amount not to exceed Seventeen Thousand Seven Hundred
15 Ninety-One Dollars and Three Cents (\$17,791.03);

16 b. Administrator Expense Payment to ILYM Group, Inc., not to exceed Three Thousand Five
17 Hundred Dollars and Zero Cents (\$3,500.00) for administration of this Settlement;

18 c. To the LWDA and Aggrieved Employees for payment of the PAGA Penalties,
19 (approximately \$6,333.97), with 65% (approximately \$4,117.08) allocated to the LWDA
20 PAGA Payment and 35% (approximately \$2,216.89) allocated to the Individual PAGA
21 Payments in the form of Individual PAGA Payments, as calculated pursuant to the PAGA
22 Settlement Agreement.

23 12. The Court directs the implementation of all remaining terms, conditions, and provisions of
24 the Amended PAGA Settlement and Release.

25 13. The Settlement is not an admission by Defendant or the Released Parties, nor is this Order
26 a finding of the validity of any allegations or of any wrongdoing by Defendant or the Released
27 Parties. Neither this Order, the Settlement, nor any document referred to herein, or any action taken
28 to carry out the Settlement, may be construed as, or may be used as, an admission of any fault,

1 wrongdoing, omission, concession, or liability whatsoever against Defendant or the Released
2 Parties. This Order shall not be deemed an “initial violation” under California Labor Code section
3 2699 et seq.

4 14. Nothing in the Settlement or this Order shall be construed as an admission or concession by
5 any Party. The Settlement and this resulting Order simply represent a compromise of disputed
6 allegations.

7 15. Plaintiffs are directed to submit a copy of this Order to the LWDA within 10 days of this
8 Order.

9 16. This Order dismisses *with prejudice* the Complaint on file in this Action and shall be binding
10 on all Aggrieved Employees and the State of California, who are hereby barred by the doctrine of
11 res judicata from relitigating the claims released by the Settlement. The Court retains exclusive and
12 continuing jurisdiction over this Action for purposes of supervising, administering, implementing,
13 interpreting, and enforcing this Order, as well as the Settlement.

14 **17. IT IS FURTHER ORDERED:**

15 _____.

16
17 **IT IS SO ORDERED.**

18
19
20 Dated: _____

HONORABLE NICOLE S. HEALY
JUDGE OF THE SUPERIOR COURT