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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JAN 16 2025

E. Escobedo

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JAN 21 2025

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

MICHAEL KOTCHERHA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

DEL'S FLOORING CONTRACTORS, INC, a
California Corporation; and DOES 1 through
100,

Defendants.

CASE NO. CVRI2202654

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

**[PROPOSED] JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS BROUGHT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, REASONABLE
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT PAYMENT**

Date: January 10, 2025
Time: 8:30 a.m.
Dept.: 1

Action Filed: June 29, 2022
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on January 10, 2025 at 8:30
2 a.m. Having considered the Parties' PAGA Settlement Agreement ("Settlement");¹ the documents
3 and evidence presented in support thereof; and recognizing the disputed factual and legal issues
4 involved in this case; the risks of further prosecution, the substantial benefits to be received by
5 the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair,
6 reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length
7 negotiations between the parties, the Court hereby makes a final ruling that the Settlement is
8 approved pursuant to Labor Code § 2699(l). Good cause appearing therefore, the Court hereby
9 GRANTS Plaintiff Michael Kotcherha's ("Plaintiff") Motion for Approval of Claims under the
10 Private Attorneys General Act ("Motion") and ORDERS as follows:

11 1. The "Aggrieved Employees" consist of all current and former non-exempt piece-
12 rate employees in California who worked for Defendant Del's Flooring Contractors, Inc.
13 ("Defendant") at any time from June 29, 2021 through September 16, 2024 (the "PAGA Period").

14 2. The California Labor Workforce and Development Agency ("LWDA") has been
15 provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(l)(2),
16 (l)(4). In particular, on the date Plaintiff filed a Motion seeking approval of the Settlement with
17 the Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the
18 Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice
19 requirements of PAGA.

20 3. The Court hereby approves the settlement as set forth in the Settlement as fair,
21 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
22 terms.

23 4. The Court orders that Defendant shall fully fund the Maximum Settlement Amount
24 ("MSA") of \$150,000.00 by transmitting the funds to Phoenix Settlement Administrators (the
25 "Settlement Administrator") in accordance with the schedule set out in the Settlement Agreement.

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27
28 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the PAGA
Settlement Agreement, attached as Exhibit 1 to the Declaration of Andrew J. Rowbotham
submitted concurrently with the Motion.

1 5. The Court hereby approves, as to form and content, the proposed Notice of PAGA
2 Settlement and Release of Claims submitted by the parties and included as Exhibit A to the
3 Settlement.

4 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
5 Administrator.

6 7. Within 21 days of the Court approving the Settlement (the "Effective Date")
7 Defendant will provide Phoenix with a list of the Aggrieved Employees' full name, last known
8 mailing address, last known telephone number, start date(s) of employment, end date(s) of
9 employment, total pay periods worked, and Social Security numbers. The list shall also include
10 the sum total of all pay periods worked by Aggrieved Employees during the PAGA Period.

11 8. Once the Settlement is fully funded, the Settlement Administrator will mail checks
12 for all Individual PAGA Payments, the LWDA's share of PAGA penalties, the Settlement
13 Administration Costs Payment, the Enhancement Payment, and Plaintiff's Counsel's Fees and
14 Costs Payment. Disbursement of the Settlement Administration Costs Payment, the Enhancement
15 Payment, and Plaintiff's Counsel's Fees and Costs Payment shall not precede disbursement of
16 Individual PAGA Payments and the LWDA's share of PAGA penalties, pursuant to the terms of
17 the Settlement.

18 9. The Court finds that attorneys' fees in the amount of one-third of the Maximum
19 Settlement Amount (currently estimated to be \$50,000.00) for Haines Law Group, APC, and
20 reimbursement of litigation costs of \$2,835.60 to Haines Law Group, APC, are fair, reasonable,
21 and adequate, and orders the Settlement Administrator to distribute these payments to Haines Law
22 Group, APC as provided for in the Settlement Agreement.

23 10. The Court orders that the Settlement Administrator shall be paid \$2,995.00 for all
24 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

25 11. The Court finds that the requested Enhancement Payment of \$5,000.00 to Plaintiff
26 is fair, adequate, and reasonable in recognition of the unique contributions he made and the risks
27 he undertook, on behalf of the Aggrieved Employees and the State of California, and orders that
28 the Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement

1 Agreement.

2 12. The Court finds that the amount of \$66,877.05, representing 75% of the Net
3 Settlement Amount ("NSA"), allocated as PAGA civil penalties under the Settlement, to be paid
4 to the LWDA as provided for by the Settlement, is fair, adequate, and reasonable, and orders that
5 payment be made to the LWDA in accordance with the terms of the Settlement Agreement. The
6 Court further finds that the amount of \$22,292.35, representing 25% of the NSA, allocated as
7 PAGA civil penalties under the Settlement, to be paid to the Aggrieved Employees (i.e.,
8 Individual PAGA Payments) as provided for by the Settlement, is fair, adequate, and reasonable,
9 and orders that payment be made to Aggrieved Employees in accordance with the terms of the
10 Settlement and this Order.

11 13. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be
12 valid for 180 days after issuance. Funds remaining from any checks for Individual PAGA
13 Payments uncashed for more than 180 days after issuance, shall be sent to the Controller of the
14 State of California per California's Unclaimed Property Law to be held in the name of the
15 aggrieved employees to whom the checks were issued.

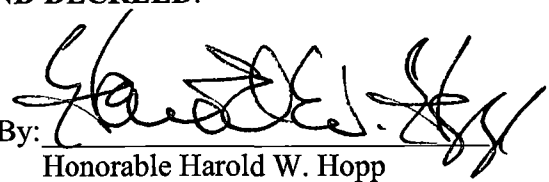
16 14. The Court approves the scope of the release as set forth in the Settlement.
17 Following entry of this Judgment and Order and the Maximum Settlement Amount being fully
18 funded, the Aggrieved Employees hereby release and discharge Defendant, its past and present
19 officers, directors, shareholders, managers, exempt employees, agents, principals, spouses, heirs,
20 representatives, accountants, auditors, consultants, and its respective successors and predecessors
21 in interest, subsidiaries, affiliates, parents and attorneys from all PAGA claims that are based on
22 the Labor Code violations pled in the operative complaint in the lawsuit titled *Michael Kotcherha*
23 *v. Del's Flooring Contractors, Inc.*, Riverside County Superior Court Case No. CVRI2202654
24 (the "Action") or Plaintiff's letter to the LWDA dated June 29, 2022, or which could have been
25 pled in the operative complaint in the Action based on the factual allegations therein, that arose
26 during the PAGA Period.

27 15. Plaintiff is directed to submit a copy of this Order and entry of judgment to the
28 LWDA within ten (10) calendar days of the date of this Order and entry of judgment.

1 16. Plaintiff shall file a declaration confirming the final distribution of funds on or
2 before December 22, 2025. The Court sets a Nonappearance Final Accounting Hearing to review
3 the submission on January 12, 2026.

4 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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6 Dated: 1/15/25

By: 

Honorable Harold W. Hopp
Judge of the Superior Court