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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN BERNARDINO**

11 RONNIE LOPEZ, individually and on behalf of
12 all others similarly situated,

13 Plaintiff,

14 v.

15 LANIC ENGINEERING, INC., a Corporation;
16 and DOES 1-20, inclusive,

Case No. CIVSB2220432

Assigned For All Purposes To:

Judge: Thomas S. Garza

Dept.: S27

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING FINAL JUDGMENT**

Date Action Filed: September 15, 2022

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 08 2025

BY 
DEBRA PEDROSA, DEPUTY

1 **[PROPOSED] ORDER AND FINAL JUDGMENT**

2 On March 11, 2025 at 8:30 a.m. in Dept. S27 of the above-captioned Court, this Court
3 conducted a hearing on Plaintiff Ronnie Lopez's ("Plaintiff") unopposed Motion for Approval of
4 PAGA Settlement (the "Motion") pursuant to the California Labor Code Private Attorneys
5 General Act (Cal. Lab. Code §§ 2698, *et seq.*) ("PAGA"). Having fully reviewed and considered
6 the Joint Stipulation of PAGA Settlement Agreement and Release between Plaintiff and Lanic
7 Engineering, Inc. ("Defendant") which is attached to the Declaration of Christopher A. Adams as
8 Exhibit 1 (the "Settlement Agreement"); the Motion; the Declaration of Plaintiff Ronnie Lopez;
9 the Declaration of Christopher A. Adams and all exhibits attached thereto; any arguments received
10 by the Court; and in recognition of the Court's duty to make a determination as to the
11 reasonableness of any PAGA settlement, and **GOOD CAUSE** appearing, **IT IS HEREBY**
12 **ORDERED** that the Motion is **GRANTED**, subject to the following findings and orders:

13 1. Except as otherwise defined in this Order Granting Approval of PAGA Settlement
14 and Entering Final Judgment ("Order and Final Judgment"), all undefined capitalized terms
15 included herein shall have the same meaning assigned to them in the Settlement Agreement.

16 2. The Court approves the terms of the Settlement Agreement, incorporates by
17 reference the terms thereof, and directs the implementation of the terms, conditions and provisions
18 contained therein. Pursuant to the PAGA including California Labor Code section 2699(s)
19 (previously prior to July 1, 2024 California Labor Code §§2699(l)), the Court approves the
20 Settlement Agreement and finds that it achieves the PAGA's public policy objectives and is fair,
21 just, reasonable and adequate. The Parties and the Settlement Administrator are therefore directed
22 to perform in accordance with the terms set forth in the Settlement Agreement.

23 3. The California Labor Workforce and Development Agency ("LWDA") has been
24 provided notice of the Settlement Agreement in accordance with the PAGA, California Labor
25 Code §§ 2699(s)(2), (s)(4) (previously prior to July 1, 2024 California Labor Code §§ 2699(l)(2),
26 (l)(4)). In particular, on the date and at the same time Plaintiff filed the Motion seeking approval
27 of the Settlement Agreement with the Court (which included a copy of the Settlement Agreement),
28 he submitted to the LWDA a notice of the settlement enclosing a copy of the Settlement

1 Agreement.

2 4. The Court finds that it has jurisdiction over the subject matter of this litigation, over
3 all Aggrieved Employees, and over Plaintiff and Defendant as well as those persons undertaking
4 affirmative obligations under the Settlement.

5 5. For purposes of this Order and Final Judgment, and as defined in the Settlement
6 Agreement, "Aggrieved Employees" are defined as all of Defendant's current and former exempt
7 and non-exempt employees employed by Defendant at any time during the time period from June
8 21, 2021 through and including the date the Court grants approval of the settlement between
9 Plaintiff and Defendant and signs this Order and Final Judgment (including, but not limited to,
10 Plaintiff). Additionally, the "Covered Period," as defined in the Settlement Agreement, is the time
11 period from June 21, 2021 through and including the date the Court grants approval of the
12 settlement between Plaintiff and Defendant and signs this Order and Final Judgment.

13 6. Further, "Released Persons," as defined in the Settlement Agreement, is defined as
14 Defendant and all affiliated and related entities, and their respective past and present agents,
15 managing agents, officers, directors, shareholders, investors, owners, founders, lenders, members,
16 partners, managers, representatives, servants, employees, joint employers, attorneys, consultants,
17 insurers, subsidiaries, parent entities, predecessors, successors and assigns, and as to any
18 individual their marital community, community property, trustees, trusts, executors, heirs,
19 guardians and registered representatives. Without in any way limiting the foregoing, "Released
20 Persons" expressly includes any individual or entity which could be jointly and/or severally liable
21 with Defendant.

22 7. The Court hereby orders that, pursuant to the Settlement Agreement, Defendant
23 shall pay the Gross Settlement Amount of Seventy-Five Thousand Dollars and Zero Cents
24 (\$75,000.00) to the Settlement Administrator pursuant to the terms of the Settlement Agreement.
25 The Gross Settlement Amount shall equal no more than Seventy-Five Thousand Dollars and Zero
26 Cents (\$75,000.00) under any circumstances. All payments associated with the Settlement
27 Agreement shall be paid from the Gross Settlement Amount, including all of the following: all
28 civil penalty payments to the Aggrieved Employees and the LWDA pursuant to the PAGA,

1 including all amendments thereto, all Court-approved attorneys' fees and Litigation costs, all
2 Administrative Costs, all expenses, all statutory penalties, all interest and all employment taxes if
3 any are owed.

4 8. The Court approves the scope of the release contained in the Settlement
5 Agreement. Following entry of this Order and Final Judgment, Plaintiff, all Aggrieved Employees
6 and the State of California will release the Released Persons from the Released Claims, as follows:

7 As of the Effective Date, regardless of whether they actually
8 receive notice of the Settlement or any payment pursuant to the
9 Settlement, Plaintiff, the Aggrieved Employees, and the State of
10 California hereby release the Released Persons from all claims,
11 liabilities and/or causes of action for civil penalties for violations of
12 the California Labor Code, the Wage Orders of the California
13 Industrial Welfare Commission, local statutes, ordinances, orders or
14 regulations, state and/or federal statutes or regulations, and/or any
15 other provisions of local, state and/or federal law alleged in the
16 Litigation, or that could have been alleged in the Litigation based on
17 the facts alleged in the Litigation, or that are related or attributable
18 to or arise from the facts, causes of action and/or claims alleged in
19 the Litigation, occurring during the Covered Period that Plaintiff, the
20 Aggrieved Employees, and/or the State of California may have,
21 whether known or unknown, suspected or unsuspected, including
22 but not limited to those arising from, related to, or attributable to any
23 allegations that Plaintiff and/or the Aggrieved Employees suffered
24 violations of the California Labor Code, the Wage Orders of the
25 California Industrial Welfare Commission, local statutes,
26 ordinances, orders or regulations, state and/or federal statutes or
27 regulations, and/or any other provisions of local, state and/or federal
28 law based on and/or for: (1) failure to pay minimum wages; (2)
failure to pay all overtime and/or double time wages including, but
not limited to, failure to pay overtime and double times wages at
each Aggrieved Employee's correct regular rate of pay; (3) failure to
pay all wages and to timely pay all wages (including during
employment) for all hours worked as required by applicable law,
including, but not limited to, failure to pay wages for off-the-clock
work, failure to pay premiums owed for non-compliant meal breaks
and rest breaks, failure to correctly calculate wages owed and hours
worked by Aggrieved Employees, failure to pay overtime, double
time and minimum wages, and failure to pay wages for on-duty
travel time; (4) failure to provide compliant meal periods and to pay
related meal period premiums of one additional hour of pay at each
Aggrieved Employee's regular rate of pay for each work day that
one or more meal periods was not provided in compliance with
California law; (5) failure to provide compliant rest periods and to
pay related rest period premiums of one additional hour of pay at
each Aggrieved Employee's regular rate of pay for each work day
that one or more rest periods was not provided in compliance with
California law; (6) failure to furnish compliant, complete and
accurate itemized wage statements, and failure to provide wage
statements altogether; (7) failure to timely pay all wages at the time
of separation from employment (including both as to Aggrieved

1 Employees who voluntarily resigned with and without notice, as
2 well as to those who were involuntarily terminated), and failure to
3 pay applicable waiting time penalties (continuous wages as
4 mandated by the Labor Code for up to 30 days); (8) failure to
5 reimburse and/or indemnify for all necessary business expenses,
6 losses and/or costs incurred; (9) violations of Labor Code section
7 558; (10) violations of Labor Code section 511 including, but not
8 limited to, failure to legally and properly implement and/or
9 administer an alternate workweek schedule for Aggrieved
10 Employees; (11) any other violations of law alleged in the
11 Litigation, or that could have been alleged in the Litigation based on
12 the facts alleged in the Litigation; and (12) any other violations of
13 applicable law based on, arising from, related to, or attributable to
14 the facts alleged and contentions raised in the Litigation, which
15 include, but are not limited to, alleged violations of California Labor
16 Code sections 119, 200 – 203, 204, 210, 211, 226, 226.3, 226.7,
17 227.3, 256, 510 – 511, 512, 551, 552, 558, 1118.12, 1193.6, 1194,
18 1194.2, 1197, 1197.1, 1198, 2800, 2802; the Wage Orders of the
19 California Industrial Welfare Commission, including, without
20 limitation, Wage Order nos. 1, 4, 7 and 9; and other provisions of
21 California law and the California Code of Civil Procedure (the
22 “Released Claims”). Without in any way limiting the foregoing, and
23 for the avoidance of doubt, Plaintiff, the Aggrieved Employees and
24 the State of California release the Released Persons from all of the
25 Released Claims on behalf of themselves and their heirs, executors,
26 representatives, administrators, agents, insurers, successors and
27 assigns. Further, without in any way limiting the foregoing, and for
28 the avoidance of doubt, Plaintiff, the Aggrieved Employees and the
State of California also release the Released Persons from any and
all claims for attorneys’ fees and/or Litigation costs incurred in
connection with the Action or otherwise, including, but not limited
to, in connection with prosecuting the Released Claims, other than
those attorneys’ fees and Litigation costs set forth in the Settlement
Agreement that are to be paid from the Gross Settlement Amount to
the extent they are approved by the Court.

Without in any way limiting the foregoing, Plaintiff, the
Aggrieved Employees and/or the State of California may hereafter
discover facts or legal arguments in addition to or different from
those they now know or currently believe to be true with respect to
the claims, causes of action and legal theories of recovery in the
Litigation which are the subject matter of the Released Claims.
Regardless, the discovery of new facts or legal arguments shall in no
way limit the scope or definition of the Released Claims.

Further, without in any way limiting the foregoing, Plaintiff,
the Aggrieved Employees and the State of California understand that
the Settlement Agreement extends to all claims of every nature and
kind, known or unknown, suspected or unsuspected, arising from,
related to or attributable to the Released Claims only. Plaintiff, the
Aggrieved Employees and the State of California expressly waive
and relinquish any and all claims, rights or benefits that they may
have under California Civil Code § 1542 as to the Released Claims
only, as set forth in more detail in the Settlement Agreement, and
such waiver of California Civil Code § 1542 is expressly included
within the definition of “Released Claims”.

Plaintiff, the Aggrieved Employees and/or the State of
California may hereafter discover claims or facts in addition to, or

1 different from, those which they know or believe to exist, but
2 Plaintiff, the Aggrieved Employees and the State of California
3 expressly agree to fully, finally and forever settle and release any
4 and all claims against the Released Persons, known or unknown,
5 suspected or unsuspected, which exist or may exist, arising from,
6 related to or attributable to the Released Claims. Plaintiff, the
7 Aggrieved Employees and the State of California further
8 acknowledge, understand and agree that the Settlement Agreement
9 would not have been entered into were it not for this representation
10 and commitment.

11 9. In addition to the foregoing, Plaintiff has also provided Defendant and others with a
12 general release of all claims along with a waiver of the protections of California Civil Code
13 section 1542, as set forth in more detail in a confidential individual Settlement Agreement and
14 Release of All Claims between Plaintiff and Defendant (the terms of this Order and Final
15 Judgment are not intended to in any way limit the scope of the release of claims in Plaintiff and
16 Defendant's separate individual Settlement Agreement and Release of All Claims).

17 10. In the event Defendant fails to ever deposit the Gross Settlement Amount with the
18 Settlement Administrator, the foregoing waiver and release of claims shall not become effective.

19 11. The Court hereby approves, as to form and content, the Notice of PAGA Settlement
20 and Release of Claims attached as Exhibit C to the Settlement Agreement (the "Notice"), which
21 shall be mailed via First-Class United States Mail to the Aggrieved Employees in English and
22 Spanish along with the individual settlement payments by the Settlement Administrator pursuant
23 to the terms and procedures outlined in the Settlement Agreement.

24 12. The Court approves ILYM Group, Inc. to act as the Settlement Administrator for
25 this Settlement. The Court awards the Settlement Administrator in this Action its Administrative
26 Costs in accordance with the terms of the Settlement Agreement, not to exceed Three Thousand
27 Six Hundred and Fifty Dollars and Zero Cents (\$3,650.00), for all of its work done and to be done
28 until completion of this matter, and finds that sum appropriate.

13 13. The Court approves KJT Law Group, LLP as PAGA counsel and Plaintiff's
14 Counsel.

15 14. The Court awards KJT Law Group, LLP attorneys' fees in the amount of Twenty
16 Five Thousand Dollars and Zero Cents (\$25,000.00) and Litigation costs in the amount of Eight

1 Thousand Eighty Eight Dollars and Seventy Five Cents (\$8,088.75), which the Court finds to be
2 fair and reasonable. The Court authorizes the Settlement Administrator to make these payments,
3 in accordance with the terms of the Settlement Agreement.

4 15. The Court finds that, after deducting from the Gross Settlement Amount the award
5 of attorneys fees and Litigation costs as well as Administrative Costs set forth above, the Net
6 Settlement Amount will be Thirty Eight Thousand Two Hundred and Sixty One Dollars and
7 Twenty Five Cents (\$38,261.25). Seventy five percent of the Net Settlement Amount (or
8 \$28,695.94) shall be distributed to the LWDA, and the remaining twenty-five percent (or
9 \$9,565.31) shall be distributed to the Aggrieved Employees pursuant to the terms of the
10 Settlement Agreement.

11 16. The settlement checks issued to each Aggrieved Employee shall remain valid for
12 one hundred eighty (180) days from the date of issuance. Funds represented by settlement checks
13 returned as undeliverable and those settlement checks remaining uncashed for more than one
14 hundred eighty (180) days after issuance shall be voided and then shall be transmitted to the
15 Controller of the State of California to be held pursuant to the Unclaimed Property Law,
16 California Code of Civil Procedure section 1500, *et seq.* in the names of those Aggrieved
17 Employees who did not cash their settlement checks until such time they claim their property.
18 Defendant will not be required to pay any interest on any settlement funds distributed to the
19 Settlement Administrator.

20 17. This Order and Final Judgment shall be binding on all Aggrieved Employees and
21 the State of California, who are hereby barred by the doctrine of Res Judicata from re-litigating the
22 Released Claims (*See Arias v. Superior Court* (2009) 46 Cal.4th 969, 986).

23 18. This document shall constitute a Judgment. Without affecting the finality of this
24 Order and Final Judgment, the Court shall retain exclusive and continuing jurisdiction over the
25 above-captioned action and Plaintiff and Defendant for purposes of enforcing the terms of the
26 Settlement Agreement as well as the Order and Final Judgment pursuant to Code of Civil
27 Procedure section 664.6.

28 19. Plaintiff's Counsel is hereby ordered to submit this Order and Final Judgment to

1 the LWDA pursuant to the requirements of California Labor Code § 2699(s)(3) (previously prior
2 to July 1, 2024 California Labor Code § 2699(1)(3)).

3 20. Upon completion of the distribution of settlement payments pursuant to the
4 Settlement Agreement, the Settlement Administrator will provide written certification of such
5 completion to the Court, Plaintiff's Counsel and Defense Counsel, which shall be filed with the
6 Court by Plaintiff's Counsel no later than 240 days after entry of this Order and Final Judgment.

7 21. Nothing in this Order and Final Judgment, the Motion and supporting documents,
8 or the Settlement Agreement shall be construed as an admission or concession by any party. The
9 Settlement Agreement and this resulting Order and Final Judgment simply represent a
10 compromise of disputed allegations. Defendant denies each of the allegations and claims asserted
11 in the Litigation, and denies any liability to the State of California and/or the Aggrieved
12 Employees (including, without limitation, Plaintiff), and this Court has made no findings of any
13 wrongdoing by Defendant.

14 22. The Court enters final judgment in accordance with the terms of the Settlement
15 Agreement and this Order and Final Judgment.

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

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18 DATED: April 8, 2025

19 
20 Honorable Thomas S. Garza
21 Judge of the Superior Court
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