

Janelle Carney, Esq. (Bar No. 201570)
JANELLE CARNEY – ATTORNEY AT LAW, APC
14758 Pipeline Ave., Suite E, 2nd Fl.
Chino Hills, CA 91709
Tel.: (909) 521-9609; Fax: (909) 393-0471
Email: Janelle@JanelleCarneyLaw.com

Attorneys for Plaintiff ADAM CORNWELL, an individual
on behalf of himself and all others similarly situated.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 18 2023

E. Escobedo

SG
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ADAM CORNWELL, an individual,
on behalf of himself and all others
similarly situated,

Plaintiff,

vs.

RIVCO Mechanical Services, Inc., a
California corporation; and DOES 1
through 100, inclusive,

Defendants.

) Case No.: CVRI2202315
) Hon. Harold Hopp
) Dept.: 10

) CLASS ACTION

) **REVISED ~~PROPOSED~~ ORDER**
) **GRANTING MOTION FOR COURT**
) **APPROVAL OF PAGA SETTLEMENT**

) Date: December 11, 2023
) Time: 8:30 a.m.
) Dept.: 10

) Action filed: June 8, 2022

**REVISED ~~PROPOSED~~ ORDER GRANTING MOTION FOR COURT APPROVAL OF
PAGA SETTLEMENT**

1 This matter came on for hearing before the Honorable Harold Hopp, Dept. 10 on
2 December 6 and 11, 2023, at 8:30 a.m., in the above-entitled Court located at Riverside
3 Superior Court, 4050 Main Street, Riverside, CA 92501, on Plaintiff, Adam Cornwell,
4 ("Plaintiff") Motion for Approval of Private Attorneys General Act Settlement Agreement, and
5 for Attorneys' Fees and Costs and Administrative Fees ("PAGA Approval Motion"). Having
6 considered the papers filed in support of the motions; arguments of counsel; and all files,
7 records, and other matters properly before the Court, the Court hereby determines as follows:

8 (A) The settlement was entered into in good faith, and the terms of the settlement are
9 fair, reasonable and adequate and comply with the requirements of Labor Code § 2699, after
10 considering the maximum potential recovery, the merits of Plaintiff's claims, and the means by
11 which the parties arrived at the settlement;

12 (B) The fees requested by Plaintiff's counsel are reasonable given: (a) the hours
13 worked by Plaintiff's counsel; (b) the results achieved; (c) the risks of litigation; (d) the skill
14 required and the quality of work; and (e) the contingent nature of the fee.

15 The Court, having considered the proposed PAGA Settlement Agreement ("Settlement
16 Agreement" or "PAGA Settlement Agreement") between Plaintiff and Defendant pursuant to
17 Labor Code § 2699(1):

18 **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED, ADJUDGED AND**
19 **DECREEED AS FOLLOWS:**

20 (1) Plaintiff's PAGA Approval Motion is **GRANTED**.

21 (2) In accordance with the Settlement Agreement, Plaintiff's counsel is awarded
22 attorney's fees in the amount of \$23,333.33 and litigation costs in the amount of \$10,250.00.
23 Additionally, Plaintiff's enhancement request of \$7,500.00 is granted and the settlement
24 administration expenses are awarded in the amount of \$2,990.00 The Net Distribution Amount
25 of the settlement is \$25,926.67, with \$19,445.00 payable to the California Labor and Workforce
26 Development Agency (LWDA) for its share of PAGA penalties, and \$6,481.67 payable to the
27 Aggrieved Employees.

1 (3) Plaintiff, the Aggrieved Employees, and the LWDA (to the fullest extent allowed
2 under the law) are bound by the release of claims set forth in the PAGA Settlement Agreement.
3 The LWDA, Plaintiff, and the Aggrieved Employees are deemed to have conclusively released
4 and forever discharged the Released Parties (as defined in the PAGA Settlement Agreement)
5 from any and all Released Claims set forth in the PAGA Settlement Agreement and are hereby
6 permanently barred and enjoined from the institution or prosecution of any and all Released
7 Claims against the Released Parties.

8 (4) The parties shall provide Notice of this Order to the LWDA within 14 calendar
9 days after its entry.

10 (5) Neither the Settlement Agreement, nor any terms of the Settlement Agreement,
11 are an admission by the Released Parties, nor is the Court's instant Order a finding of the
12 validity of any claims in the Lawsuit or of any wrongdoing by any Released Parties.

13 (6) Without affecting the finality of this Order or the dismissal referenced below, in
14 accordance with California law, including, but not limited to C.C.P. §664.6, the Court retains
15 jurisdiction of all matters relating to the interpretation, administration, implementation,
16 effectuation and enforcement of this Order and the PAGA Settlement Agreement.

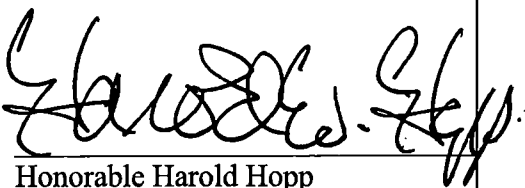
17 (7) The case, and all claims therein, are hereby dismissed with prejudice against all
18 parties.

19 (8) This Order is intended to be a final disposition of the Action in its entirety, and it
20 is intended to be immediately appealable.

21 (9) The Court sets a non appearance final accounting hearing for September 4, 2024,
22 with report to be filed on or before August 28, 2024.

23
24
25
26 Date:

12/15/23



Honorable Harold Hopp
Judge of the Superior Court