

MAR 22 2024

By: T. Abas

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Clerk of the Superior Court

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

HECTOR MENDOZA PAZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

BORREGO SOLAR SYSTEMS, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 37-2022-00030081-CU-OE-CTL

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT**

*[Assigned for all purposes to Hon. Gregory
W. Pollack, Dept. C-71]*

**PROPOSED ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

*[Filed concurrently with: Plaintiff's Notice of
Motion and Motion for Final approval of Class
Action and PAGA Settlement; Memorandum
of Points and Authorities; and Declarations of
Justin F. Marquez, Hector Mendoza Paz, and
the Settlement Administrator]*

FINAL APPROVAL HEARING

Date: March 22, 2024

Time: 9:30 a.m.

Dept: C-71

Complaint filed: July 29, 2022

FAC filed: May 25, 2023

Trial date: Not Set

1 The Court has before it Plaintiff Hector Mendoza Paz's ("Plaintiff") Motion for Final
2 approval of Class Action and PAGA Settlement. Having reviewed the Motion for Final approval
3 of Class Action and PAGA Settlement, the Declarations of Justin F. Marquez, Hector Mendoza
4 Paz, the Class Action and PAGA Settlement Agreement and Class Notice (which is referred to
5 herein collectively as the "Settlement" or "Settlement Agreement") and the papers in support of
6 the Final Approval Motion, due and adequate notice having been given to the Class Members,
7 and the Court having reviewed and considered the Settlement, all papers filed, the record,
8 proceedings in the above-entitled action ("Litigation" or "Action"), and all oral and written
9 comments received regarding the Settlement, and good cause appearing therefor,

10 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

11 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
12 Settlement filed in this case.

13 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
14 Settlement Class Members, the PAGA Group Members and Defendant Borrego Energy, LLC
15 (formerly known and named herein as Borrego Solar Systems, Inc.) ("Defendant").

16 3. The Court finds that the Settlement appears to have been made and entered into in
17 good faith and hereby approves the settlement subject to the limitations on the requested fees and
18 enhancements as set forth below.

19 4. Plaintiff and all Participating Class Members shall have, by operation of this Final
20 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
21 and the Released Parties from all Released Class Claims as set forth in the Settlement.

22 5. Plaintiff, the State of California, and all PAGA Members shall have, by operation
23 of this Final Order and Judgment, fully, finally, and forever released, relinquished, and discharged
24 Defendant and the Released Parties from all Released PAGA Claims as set forth in the Settlement.

25 6. The Parties shall bear their own respective attorneys' fees and costs, except as
26 otherwise provided for in the Settlement and approved by the Court.

27 7. Solely for purposes of effectuating the settlement, the Court finally certified the
28 following Class: "all current and former non-exempt hourly-paid employees who worked for

1 Defendant in California during the Class Period and did not previously sign a general release of
2 claims.”

3 8. The Class Period means the period that starts on February 1, 2018 through
4 November 3, 2023.

5 9. The PAGA Period means the period from July 19, 2022 through November 3, 2023.

6 10. No Settlement Class Members have objected to the terms of the Settlement. No
7 Settlement Class Members have requested exclusion from the Settlement.

8 11. The Notice provided to the Class conforms with the requirements of California
9 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
10 by providing individual notice to all Class Members who could be identified through reasonable
11 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
12 therein to the Class Members. The Notice fully satisfies the requirements of due process.

13 12. The Court finds the Gross Settlement Amount, the Net Settlement Sum and the
14 methodology used to calculate and pay the Individual Settlement Payments to each Participating
15 Class Member are fair and reasonable and authorizes the Settlement Administrator to pay the
16 Individual Settlement Payments to the Participating Class Members in accordance with the terms
17 of the Settlement.

18 13. The Court approves the Settlement and finds that it is fair, reasonable, and adequate,
19 and worthy of final approval.

20 14. The Court also finds the PAGA Payment is fair and reasonable, and that Plaintiff
21 provided notice of the proposed Settlement to the Labor and Workforce Development Agency
22 (LWDA) and will fully and adequately comply with the notice requirements of California Labor
23 Code section 2699(1). The Court hereby approves the PAGA Settlement.

24 15. Defendant shall pay \$171,535.00 to resolve this litigation. Defendant shall deposit
25 this amount into an account established by the Settlement Administrator. Thereafter, compensation
26 to the Participating Class Members shall be disbursed pursuant to the terms of the Settlement.

27 a. From the Settlement Amount, \$10,000.00 shall be paid to the California Labor and
28 Workforce Development Agency, representing 75% of the \$7,500 PAGA Payment

1 under the terms of the Settlement Agreement pursuant to the Labor Code Private
2 Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* The
3 remaining \$2,500.00, representing 25% of the total amount allocated for the
4 PAGA Payment, shall be paid to the PAGA Group Members.

5 b. From the Settlement Amount, \$5,000.00 shall be paid to Plaintiff, Hector
6 Mendoza Paz, for his service as Class Representative and for his agreement to
7 release claims.

8 c. From the Settlement Amount, \$5,350.00 shall be paid to the Settlement
9 Administrator, ILYM Group, Inc.

10 16. The Court hereby confirms Justin F. Marquez, Christina M. Le, and Zachary D.
11 Greenberg of Wilshire Law Firm, PLC as Class Counsel.

12 17. From the Total Maximum Settlement Amount, Class Counsel is awarded \$57,178.33
13 for their reasonable attorneys' fees and \$14,651.90 for their reasonable costs incurred in the Action.
14 The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court
15 finds that the fees are reasonable in light of the benefit provided to the Class.

16 18. Notice of entry of this Final Approval Order and Final Judgment shall be given to
17 Class Members by posting a copy of the Final Approval Order and Final Judgment on ILYM
18 Group, Inc.'s website for a period of at least sixty (60) calendar days after the date of entry of this
19 Final Approval Order and Judgment.

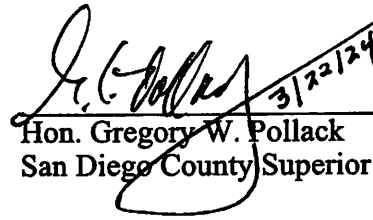
20 19. Without affecting the finality of this Final Approval Order and Final Judgment in
21 any way, this Court retains continuing jurisdiction over the implementation, interpretation, and
22 enforcement of the Settlement with respect to all Parties to this action, and their counsel of record.

23 20. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
24 and the Court directs that Final Judgment shall be entered in accordance with the terms of this
25 Order.
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IT IS SO ORDERED.

DATE:


Hon. Gregory W. Pollack
San Diego County Superior Court

PROOF OF SERVICE

Hector Mendoza Paz v. Borrego Solar Systems, Inc., et al.
37-2022-00030081-CU-OE-CTL

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Sandy S. Sespene, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is ssespene@wilshirelawfirm.com.

On February 29, 2024, I served the foregoing [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Marlene M. Moffitt (SBN 223658)
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Attorneys for Defendants

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on February 29, 2024, at Los Angeles, California.



Sandy S. Sespene