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

SEP 10 2026

BY 
VALERIE URUENA, DEPUTY

SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO

PHILLIP INIGUEZ, on behalf of the State
of California, and others similarly situated
and aggrieved,

Plaintiff,

v.

REVCHEM COMPOSITES, INC. a
California Corporation, and DOES 1-
100, inclusive,

Defendants.

Case No.: CIVSB2218779

Assigned for all purposes to:
Hon. Kevin Lee
Dept. S-26

~~[PROPOSED]~~ ORDER GRANTING MOTION
FOR APPROVAL OF SETTLEMENT UNDER
PRIVATE ATTORNEY'S GENERAL ACT
AND JUDGMENT

Date: September 2, 2026
Time: 8:30 a.m.
Dept.: S-26

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), Plaintiff Phillip Iniguez’s Motion for Approval of Settlement under PAGA came
3 before the Court on a regularly noticed motion.

4 Plaintiff’s Operative Complaint seeks civil penalties on behalf of the State of California
5 and similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by
6 PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set
7 forth in Plaintiff’s Operative Complaint and his letter to the Labor Workforce & Development
8 Agency (“LWDA”) dated July 22, 2022 (the “LWDA Notice”), on behalf of all individuals who
9 were employed by Defendant Revchem Composites, Inc. as current and former non-exempt
10 employees who performed work for Defendant in California at any time during the PAGA
11 Period of July 24, 2021 to August 27, 2025.

12 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review
13 and approve any settlement of any civil action filed pursuant to this part.” Labor Code section
14 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the
15 Parties’ PAGA Settlement Agreement, including the proposed PAGA penalties under Labor
16 Code section 2699(1)(2) and having considered the papers filed in support of the proposed
17 settlement and the arguments of counsel, and good cause appearing, HEREBY ORDERS AS
18 FOLLOWS:

- 19 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 20 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
21 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
22 terms, as fair, reasonable, and adequate;
- 23 3. The Court finds further that all Aggrieved Employees are deemed to release, on
24 behalf of themselves and their respective former and present representatives, agents, attorneys,
25 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
26 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
27 facts stated in the operative complaint filed in the Lawsuit on September 27, 2022 and the
28 PAGA Notice including, e.g., (a) failure to pay minimum wages; (b) failure to pay overtime

1 wages; (c) failure to provide meal periods or compensation in lieu thereof; (d) failure to provide
2 rest periods or compensation in lieu thereof; (e) failure to furnish accurate itemized wage
3 statements; (f) failure to reimburse business expenses; (g) failure to provide paid sick leave; (h)
4 failure to provide supplemental paid sick leave; (i) failure to pay vested vacation and/or paid
5 time off; (j) failure to keep accurate records; (k) failure to provide standard conditions of labor;
6 (l) refusal to make payment; (m) unlawful deductions; (n) failure to pay statutory wages; (o)
7 failure to timely pay all wages due upon separation of employment; (p) failure to produce
8 employment records upon written request; (q) unlawful inquiries into salary history; and (r)
9 unlawful agreements.

10 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
11 State of California as to those claims brought in the Action, and shall bar any claim under PAGA brought
12 by any person, including the Aggrieved Employees, on behalf of the State of California, as to the Released
13 PAGA Claims and Released Parties.

14 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
15 Defendant is directed to make all payments required by the Settlement Agreement.

16 6. Under the Settlement Agreement, Defendant agrees to pay One Hundred Forty Thousand
17 Dollars and No Cents (\$140,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount is
18 inclusive of payments to the LWDA and Aggrieved Employees, Plaintiff's Service Award, Attorney's
19 Fees and Costs, and Administration costs. No portion of the Gross Settlement Amount will revert to
20 Defendant. Plaintiff's Counsel requests an award of attorney's fees of \$46,666.67 and reimbursement of
21 actual litigation expenses of \$13,056.51, and Plaintiff requests a service award of \$5,000.00. Defendant
22 does not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and
23 adequate, and approves each of these payments, and directs the Settlement Administrator to make the
24 following payments from the Gross Settlement Amount:

- 25 a. \$46,666.67 in attorney's fees to Crosner Legal PC;
- 26 b. \$13,056.51 in litigation costs to Crosner Legal PC;
- 27 c. \$5,000.00 to Plaintiff Phillip Iniguez for a service award;
- 28 d. \$3,250.00 in administration costs to Phoenix Settlement Administrators, which is hereby

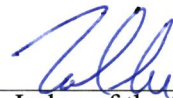
1 approved by the Court as Settlement Administrator.

2 8. After deducting the foregoing payments, the estimated remainder of approximately
3 \$72,026.82 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the
4 NSA will then be distributed 75 percent (approximately \$54,020.11) to the LWDA, and the remaining 25
5 percent (approximately \$18,006.71) to the Aggrieved Employees on a pro rata basis, as set forth in the
6 Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to
7 issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set
8 forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement
9 Agreement; and

10 9. This document shall constitute a Judgment for purposes of California Rule of Court
11 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties under
12 Code of Civil Procedure § 664.6 for the purpose of supervising implementation, enforcement,
13 construction, administration, and interpretation of the Settlement Agreement and this Judgment.

14 **IT IS SO ORDERED AND ADJUDGED.**

15
16
17 Date ~~SEP 10 2026~~



KEVIN C. LEE

Judge of the Superior Court