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Keileon Hodge, and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

JOSSUE MORENTIN, individually, and on
behalf of other similarly situated employees;
KEILEON HODGE, individually, and on
behalf of other similarly situated employees
and aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

ANDROS ENGINEERING CORPORATION;
and DOES 1 through 25, inclusive,

Defendants.

Case No. BCV-25-101034

Honorable Bernard C. Barmann, Jr.
Department H

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

Date: August 20, 2026
Time: 8:30 a.m.
Dept.: H
Address: 1215 Truxton Ave.
Bakersfield, CA 93301

Complaint Filed: March 21, 2025
FAC Filed: April 25, 2025
SAC: April 8, 2026
Trial Date: Not Set

1 Plaintiffs Jossue Morentin and Keileon Hodge’s (together, “Plaintiffs”) Motion for Final
2 Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments,
3 and Settlement Administration Costs came before this Court on **August 20, 2026 at 8:30 a.m.** before
4 the Honorable Bernard C. Barmann, Jr. in Department H of the above-captioned Court located at 1215
5 Truxton Ave., Bakersfield, California 93301.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 (“Settlement Agreement” or “Settlement”), Plaintiffs’ Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments, and Settlement
9 Administration Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel
10 (Lizeth Marin), the Class Representatives (Jossue Morentin and Keileon Hodge), and the Settlement
11 Administrator (Stacey Shim on behalf of Apex Class Action LLC), and the evidence and argument
12 received by the Court in conjunction with the Motion for Preliminary Approval of Class Action and
13 PAGA Settlement and documents thereto, the Court grants final approval of the Settlement and
14 **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:**

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiffs and Defendant Andros Engineering Corporation (“Defendant”) (together, with
17 Plaintiffs, the “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: “All current and former hourly-paid and/or non-exempt employees who worked for
20 Defendant in the State of California at any time during the Class Period.” The “Class Period” is
21 defined as the period from March 21, 2021 through February 6, 2026.

22 3. The Court appoints Plaintiffs Jossue Morentin and Keileon Hodge as the Class
23 Representatives for settlement purposes only.

24 4. The Court appoints Jonathan M. Genish, Sage S. Stone, Alexandra Rose, Zachary T.
25 Gershman, and Lizeth Marin of Blackstone Law, APC as Class Counsel for settlement purposes only.

26 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
27 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
28 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and

1 any other applicable law, and constitutes the best notice practicable under the circumstances, by
2 providing individual notice to all Class Members who could be identified through reasonable effort,
3 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
4 other Class Members. The Class Notice fully satisfied the requirements of due process.

5 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
6 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
7 requirements for final approval of this class action settlement under California law, including the
8 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
9 3.769.

10 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
11 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
12 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
13 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
14 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
15 by or against Defendant or any of the other Released Parties.

16 8. The Court finds that no Class Members have validly and timely opted out of the Class
17 Settlement and no Settlement Class Members have objected to the Class Settlement.

18 9. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
19 recognition of Plaintiffs' efforts on behalf of the Class, the Court hereby approves the payments from
20 the Gross Settlement Amount of Enhancement Payments to Plaintiffs in the amount of \$7,500.00 each
21 to Plaintiffs (total, \$15,000.00).

22 10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
23 to Class Counsel in the sum of \$157,500.00 and reimbursement of actual litigation costs and expenses
24 to Class Counsel in the sum of \$19,947.37. The attorneys' fees and reimbursement of litigation costs
25 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
26 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
27 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
28 obtained for the Class.

1 11. The Court approves and orders payment from the Gross Settlement Amount in the
2 amount of \$6,990.00 to Apex Class Action LLC for performance of settlement administration services.

3 12. The Court approves and orders payment in the amount of \$22,500.00 to the California
4 Labor Workforce and Development Agency (“LWDA”) as 65% of the payment allocated toward
5 PAGA penalties.

6 13. It is hereby ordered that no later than five (5) business days after the Effective Date,
7 Defendant will deposit the Gross Settlement Amount and Employer Taxes into a Qualified Settlement
8 Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established
9 by the Settlement Administrator, in accordance with the terms and methodology set forth in the
10 Settlement Agreement.

11 14. It is hereby ordered that within five (5) business days after Defendant funds the Gross
12 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
13 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, LWDA Payment to
14 the LWDA, Enhancement Payments to Plaintiffs, Attorneys’ Fees and Costs to Class Counsel, and
15 Settlement Administration Costs to itself.

16 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
17 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
18 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
19 distributed by the Settlement Administrator to Court Appointed Special Advocates of Kern County.

20 16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs
21 and all Settlement Class Members, on behalf of themselves and their respective former and present
22 representatives, agents, attorneys, heirs, dependents, administrators, devisees, legatees, executors,
23 trustees, conservators, guardians, personal representatives, successors, and assigns, whether
24 individual, class, representative, legal, equitable, direct or indirect, or any other type of any capacity,
25 will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
26 discharged the Released Parties of any and all claims which were alleged or which could have been
27 reasonably alleged based on the factual allegations in the Operative Complaint, arising during the
28 Class Period, which shall specifically include, but are not limited to, claims for Defendant’s alleged

1 failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated
2 premium payments, timely pay all wages owed during employment and upon termination, provide
3 accurate wage statements, and reimburse necessary business-related expenses in violation of
4 California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1194.2,
5 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and
6 California Business and Professions Code sections 17200, *et seq.* (collectively, “Released Class
7 Claims”). Settlement Class Members will be deemed to have acknowledged and agreed that California
8 Labor Code section 206.5 is not applicable to the Individual Settlement Payment. That section
9 provides in pertinent part as follows: “An employer shall not require the execution of a release of a
10 claim or right on account of wages due, or to become due, or made as an advance on wages to be
11 earned, unless payment of those wages has been made.”

12 17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs,
13 the State of California with respect to all PAGA Employees, and all PAGA Employees, on behalf of
14 themselves and their respective former and present representatives, agents, attorneys, heirs,
15 dependents, administrators, devisees, legatees, executors, trustees, conservators, guardians, personal
16 representatives, successors, and assigns, whether individual, class, representative, legal, equitable,
17 direct or indirect, or any other type of any capacity, will be deemed to have fully, finally, and forever
18 released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims
19 arising from any of the factual allegations in the Hodge PAGA Letter and the Operative Complaint,
20 arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004,
21 California Labor Code Sections 2698 *et seq.*, which shall specifically include, but are not limited to,
22 claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal
23 and rest periods and associated premium payments, timely pay all wages owed during employment
24 and upon termination, provide compliant wage statements, maintain complete and accurate payroll
25 records, and reimburse necessary business-related expenses in violation of California Labor Code
26 Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197,
27 1197.1, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage
28 Order (collectively, “Released PAGA Claims”).

1 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs,
2 individually and on their own behalf and their respective former and present spouses, representatives,
3 agents, attorneys, heirs, dependents, administrators, devisees, legatees, executors, trustees,
4 conservators, guardians, personal representatives, successors, and assigns, whether individual, class,
5 representative, legal, equitable, direct or indirect, or any other type of any capacity, will be deemed to
6 have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
7 Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs,
8 expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or
9 unknown, suspected or unsuspected, asserted or unasserted, arising out of, relating to, or resulting
10 from their employment and/or separation of employment with Defendant, which Plaintiffs, at any time
11 up until the execution of the Settlement Agreement, had or claimed to have or may have. It is agreed
12 that this is a general release and is to be broadly construed as a release of all claims, provided that,
13 notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that
14 cannot be released hereunder by law. Any and all rights granted under any state or federal law or
15 regulation limiting the effect of the Settlement Agreement, including the provisions of Section 1542
16 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California
17 Civil Code reads as follows:

18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
19 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
20 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY
21 HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
22 WITH THE DEBTOR OR RELEASED PARTY.

23 Plaintiffs specifically acknowledge that they are aware of and familiar with the provisions of
24 the above Civil Code section 1542. Plaintiffs may hereafter discover facts in addition to or different
25 from those which they now know or believe to be true with respect to the subject matter of all the
26 claims referenced herein, but agree that, upon the Effective Date and full funding of the Gross
27 Settlement Amount, Plaintiffs shall and hereby do fully, finally, and forever settle and release any and
28 all claims against the Released Parties, known or unknown, suspected or unsuspected, contingent or

1 non-contingent, that were asserted or could have been asserted upon any theory of law or equity
2 without regard to the subsequent discovery of existence of such different or additional facts, through
3 the date on which the Settlement Agreement is fully executed.

4 19. "Released Parties" means Defendant and its current, future, and former parent, joint
5 venturers, and affiliated corporations and partnerships; their officers, directors, members, insurers,
6 shareholders, subsidiaries, affiliates, predecessors, successors, owners, managers, partners, customers,
7 employees, agents, attorneys, assigns, and any other individuals, entities, successors, assigns, or legal
8 representatives who could be liable for any of the Released Class Claims and Released PAGA Claims.

9 20. This Court shall retain jurisdiction with respect to all matters related to the
10 administration and consummation of the Settlement, and any and all claims asserted in, arising out of,
11 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
12 Settlement and the determination of all controversies relating thereto.

13 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
14 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
15 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

16 22. A Compliance Hearing is set for _____ at _____
17 in Department H of this Court located at 1215 Truxton Ave., Bakersfield, California 93301. The
18 Settlement Administrator shall file a Final Report by _____.

19 **IT IS SO ORDERED.**

20 Dated: _____

Honorable Bernard C. Barmann, Jr.