

King & Siegel LLP

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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

RAMON RODRIGUEZ, individually and on
behalf of all similarly situated individuals,

Plaintiff,

v.

BOUDREAU PIPELINE CORPORATION, a
California corporation, and DOES 1-10,
inclusive;

Defendants.

CASE NO. CVRI2203480

[Assigned to Hon. Harold W. Hopp, Dept. 1]

PAGA ACTION

AMENDED ~~[PROPOSED]~~ ORDER
GRANTING PLAINTIFF'S UNOPPOSED
MOTION FOR APPROVAL OF
SETTLEMENT PURSUANT TO THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA") AND ENTERING
JUDGMENT

Date: November 1, 2023

Time: 8:30 a.m.

Dept.: 1

Res. ID.: 606717177016

[PROPOSED] ORDER AND JUDGMENT

The Court, having read and considered Plaintiff's Unopposed Motion for Approval of PAGA Settlement ("Motion") and the attached Joint Stipulation of Settlement of PAGA Representative Action ("Settlement" or "Settlement Agreement"), and having heard and considered the arguments of counsel, and GOOD CAUSE appearing therefore, HEREBY ORDERS as follows:

1. The Motion is GRANTED.¹
2. The Court grants approval of the Parties' Settlement Agreement.²
3. The Court hereby enters Judgment in accordance with the terms of the Settlement Agreement and this Order and Judgment. Upon entry of this Order and Judgment, the Parties shall effectuate and carry out the terms of the Settlement Agreement.
4. The Named Plaintiff and the State of California, including the LWDA and related state agencies, are bound by this Order and Judgment.
5. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and their attorneys were able to reasonably evaluate their respective positions in reaching the Settlement.
6. The Court finds that the Settlement constitutes a fair, adequate, and reasonable compromise of the State of California's and PAGA Settlement Members' PAGA claims and will avoid additional and potentially substantial litigation costs, as well as the delay and risks inherent in continued litigation. After considering the monetary recovery for claimed civil penalties provided as part of the Settlement in light of the challenges posed by continued litigation, and Court concludes that Class Counsel secured significant relief for State and PAGA Settlement Members.
7. On August 1, 2023, Plaintiff's Counsel provided notice of the Settlement to the LWDA. The LWDA did not take action in response to that submission as of the date of this Order.

¹ The Court finds that it has Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve the Settlement Agreement and all exhibits thereto.

² A copy of the Settlement Agreement between Plaintiff Ramon Rodriguez and Defendant Boudreau Pipeline Corporation (the "Parties") is attached to the Declaration of Elliot J. Siegel in Support of Plaintiff's Motion as **Exhibit 1** and is made a part of this Order and Judgment. All capitalized terms used in this order have the same meaning, force and effect as set forth in the Settlement Agreement.

1 The Court finds that Plaintiff's Counsel provided adequate notice to the California Labor and
2 Workforce Development Agency ("LWDA") in accordance with California Labor Code Section
3 2699(l)(2).

4 8. The Court hereby approves the terms set forth in the Settlement Agreement and finds
5 that the Settlement is, in all respects, fair, adequate, and reasonable, consistent and compliant with
6 all applicable requirements of the California Code of Civil Procedure, the California and United States
7 Constitutions, including the Due Process clauses, the California Rules of Court, and any other
8 applicable law, and in the best interests of each of the State and the PAGA Settlement Members.

9 9. The Court finds and determines that the individual PAGA Settlement Member
10 Payments to be paid to the PAGA Settlement Members as provided for by the Settlement Agreement
11 as their share of civil penalties in this case are fair and reasonable and consistent with PAGA's
12 requirements for allocation of penalties. The Court hereby approves and orders the payment of those
13 amounts be made to the PAGA Settlement Members in accordance with the Settlement Agreement.³

14 10. The Court finds and determines that the LWDA Payment is fair, reasonable, and
15 appropriate under PAGA's requirements. The Court hereby approves and orders the LWDA
16 Payment be made to the LWDA in accordance with the Settlement Agreement.

17 11. The Court finds and determines that the estimated fees and expenses in administrating
18 the Settlement Agreement by Simpluris, Inc. in the amount of \$5,392.00 are fair and reasonable. The
19 Court hereby approves and orders that the payment of that amount to Simpluris, Inc. from the Gross
20 Settlement Amount in accordance with the Settlement Agreement.

21 12. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
22 submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request for attorneys' fees
23 in the amount of one-third of the Gross Settlement Amount, or \$108,333.33, as fair, reasonable and
24 appropriate.⁴ The Court hereby orders the Settlement Administrator to make this payment to

25 ³ The Court finds that the PAGA Notice to be disseminated with the individual PAGA Settlement
26 Member Payments, attached as **Exhibit A** to the Settlement Agreement, fairly and appropriately
27 informs the PAGA Settlement Members of the results of this Action and the terms of the Settlement
28 Agreement. The Court approves of the Notice and orders the dissemination of the PAGA Notice to
PAGA Settlement Members, to be mailed with their individual PAGA Settlement Member Payments.

⁴ The Court further finds that the hours worked and hourly rates charged by Plaintiff's Counsel in the

1 Plaintiff's Counsel from the Gross Settlement Amount in accordance with the terms of the
2 Settlement Agreement.

3 13. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
4 submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request for reimbursement
5 of actual and incurred litigation costs in the amount of \$8,024.80. The Court finds this amount to be
6 fair and reasonable. The Court hereby orders the Settlement Administrator to make this payment to
7 Plaintiff's Counsel from the Gross Settlement Amount in accordance with the terms of the
8 Settlement Agreement.

9 14. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
10 submitted by Plaintiff's Counsel, the Court approves a service payment of \$10,000.00 to the Named
11 Representative. The Court finds such amount to be fair and reasonable. The Court hereby orders the
12 Settlement Administrator to make this payment to Plaintiff from the Gross Settlement Amount in
13 accordance with the terms of the Settlement Agreement.

14 15. Upon completion of administration of the Settlement as set forth below, Named
15 Plaintiff and the State of California, including the LWDA and related state agencies, release the
16 Defendant, and its officers, directors, employees and agents from all claims for civil penalties under
17 PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the
18 operative Complaint and PAGA Letter, including, claims for penalties under PAGA arising out of
19 Labor Code Sections 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 510, 226.7, 512(a),
20 226(a)/(f)/(h), 226.3, 201, 202, 203, 204, 226.3, 558, 1401, 210 and 1174(d) from August 17, 2021
21 through the October 21, 2023.

22 16. The Settlement Agreement is not an admission by Defendant, nor is this Order and
23 Judgment a finding of validity of any allegations by Plaintiff or of any Labor Code violations or other
24 wrongdoing by Defendant or any other Releasee. Neither this Order and Judgment, the Settlement
25 Agreement, or any other documents referred to herein, nor any action taken to carry out the
26 Settlement Agreement, may be construed as, or may be used as, an admission of any violations, fault,
27 wrongdoing, omission, or liability whatsoever by or against Defendant or other Releasees.

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lodestar cross-check to be fair and reasonable in light of their background, experience, and quality of
representation.

17. Without affecting the finality of this Order or the Entry of Judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Order and the Settlement.

18. Nothing in this order shall preclude any action to enforce the Parties' obligations under the Settlement or under this Order, including the requirement that Defendant fund the Gross Settlement Amount in accordance with the Settlement. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order and Judgment and as provided for in the Settlement Agreement.

19. Plaintiff's Counsel is ordered to provide the LWDA with an electronic copy of this Order and Judgment within ten (10) calendar days after the Court's entry of this Order.

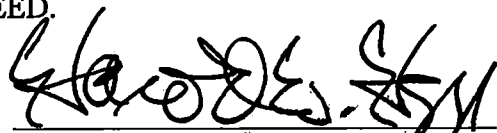
20. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties that shall be filed with the Court five (5) court days before the non-appearance compliance hearing set for July 31st, 2024 at 8:30 a.m., in Dept. 1.

21. Upon completion of administration of the Settlement, and once written certification of such completion of such completion has been provided to the Court, the claims of Plaintiff individually and the representative claims as a proxy/agent for the State of California and the LWDA shall be dismissed with prejudice.

22. Neither this Order and Judgment, this dismissal, nor the Release of Claims in Paragraph 15 serves to bar or otherwise affects the ability of any Aggrieved Employee to bring individual, non-representative claims against Defendants for alleged violations of the Labor Code.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: 11/16/23


The Honorable Harold W. Hopp

Judge Harold W. Hopp