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16 VESTAS-AMERICAN WIND TECHNOLOGY, INC.

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **COUNTY OF SOLANO**
19

20 JESUS CALDERON, on behalf of himself and
21 other aggrieved employees,

22 Plaintiff,

23 vs.

24 VESTAS-AMERICAN WIND TECHNOLOGY,
INC.; and DOES 1 to 100, inclusive,

25 Defendant.
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FILED
Superior Court of California,
County of Solano
11/30/2023 at 02:02:15 PM
By: K. Chalk, Deputy Clerk

Case No. FCS059324
PAGA ACTION

**ASSIGNED FOR ALL PURPOSES TO
JUDGE ALESIA JONES**

**[PROPOSED] ORDER GRANTING
JOINT STIPULATION AND
SETTLEMENT AGREEMENT OF
PAGA REPRESENTATIVE ACTION
AND REQUEST FOR ENTRY OF
JUDGMENT**

2023 NOV 20 P 1:51

8 DEPUTY CLERK

1 Pursuant to Stipulation by the parties and good cause appearing:

2 Having considered the submissions of Plaintiff JESUS CALDERON ("Plaintiff") and
3 Defendant VESTAS-AMERICAN WIND TECHNOLOGY, INC. ("Defendant") (collectively,
4 the "Parties"), and all legal authorities and documents submitted in support thereof, including
5 the Joint Stipulation and Settlement Agreement of PAGA Representative Action. (the
6 "Settlement Agreement") and good cause appearing,

7 **HEREBY ORDERS AND ENTERS JUDGMENT**, as follows:

8 1. All terms used herein shall have the same meaning as defined in the Joint
9 Stipulation.

10 2. The Court hereby approves the terms set forth in the Settlement Agreement and
11 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
12 the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that
13 the Settlement Agreement has been reached as a result of informed and non-collusive arm's-
14 length negotiations. The Court further finds that the Parties were able to reasonably evaluate
15 their respective positions. The Court also finds that settlement now will avoid additional and
16 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue
17 to litigate the case. The Court has reviewed the monetary recovery being provided as part of
18 the Settlement and recognizes the significant value accorded to the Aggrieved Employees.

19 3. The Settlement Agreement is not an admission by Defendant or by any other of
20 the Released Parties, nor is this Order a finding of the validity of any allegations or of any
21 wrongdoing by any Defendant or any other Released Parties. Neither this Order, the Settlement
22 Agreement, nor any document referred to herein, nor any action taken to carry out the
23 Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
24 wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of
25 the other Released Parties.

26 4. The entire Net PAGA Fund (the remainder of the Settlement Amount after
27 deducting Plaintiff's counsel's fees (\$69,993.00) and costs (not to exceed \$20,000.00), the costs
28 of the representative enhancement (not to exceed \$1,000.00) and the costs of administration (no

1 more than \$6,000.00) from the \$210,000.00 Settlement Amount) shall be allocated for payment
2 of civil penalties and shall be distributed 75% to the LWDA and 25% to the Aggrieved
3 Employees.

4 5. The Net Settlement Amount shall be distributed to Aggrieved Employees pro rata
5 based on the number of pay periods worked by each Aggrieved Employee for Defendants during
6 the PAGA Period. "Aggrieved Employee(s)" means all person(s) employed by Defendant in
7 California and classified as a non-exempt, hourly retail employee, who worked at least one pay
8 period for Defendant at any time during the PAGA period. The "PAGA Period" means the time
9 period from September 27, 2021, through the Release End Date (i.e. the date of the approval of
10 the settlement, or 60 days from the date of the acceptance of the Mediator's Proposal (December
11 1, 2023), whichever is sooner).

12 6. Defendant shall pay the Aggrieved Employees pursuant to the procedure
13 described in the Settlement Agreement.

14 7. The Court hereby confirms Lavi & Ebrahimian, LLP as Plaintiff's Counsel.

15 8. The Court hereby awards attorneys' fees in the amount of 33% of the Settlement
16 Amount, which is \$69,993.00 in attorneys' fees and up to \$20,000.00 in attorneys' costs. The
17 payment of fees to Plaintiff's Counsel shall be made in accordance with the terms of the
18 Settlement.

19 9. The Court approves the Notice of PAGA Settlement and Release attached as
20 Exhibit A to this Order.

21 10. All settlement checks will remain valid for 180 days after which the checks shall
22 become null and void, and any monies remaining in the distribution account shall be transmitted
23 to the California State Controller's Unclaimed Property Fund in the name of the Aggrieved
24 Employee to whom the uncashed Net Settlement Payment was drafted.

25 11. The Court further orders, adjudges and decrees that upon Approval by the Court
26 of the Settlement and Defendant's full funding of the Settlement Amount, Plaintiff and the
27 PAGA Aggrieved Employees shall release all PAGA claims against Defendant and its former
28 and present directors, officers, shareholders, owners, members, attorneys, insurers,

1 predecessors, successors, assigns, subsidiaries, and affiliates, related entities or other
2 representatives of any kind, and related parties that have been asserted in the operative
3 Complaint (hereinafter collectively the "Released Parties"), which includes the *California*
4 *Labor Code Private Attorneys General Act of 2004 (PAGA)* claims based on Defendant's
5 alleged failure to pay wages for all hours worked at the employees' overtime rate, failure to
6 provide all legally required and legally compliant meal and rest periods, failure to pay accrued
7 paid sick days, failure to timely pay earned wages during employment, failure to provide
8 complete and accurate wage statements, failure to timely pay all unpaid wages following
9 separation of employment., and all other claims and allegations made or which could have been
10 made in the Action based on the facts and allegations pled in the Operative Complaint and
11 PAGA Notice to the LWDA, during the time period from September 27, 2021, through the
12 Release End Date (i.e. the date of the approval of the settlement, or 60 days from the date of
13 the acceptance of the Mediator's Proposal (December 1, 2023), whichever is sooner).

14 12. This Court shall retain jurisdiction over the Parties, Action, and the Settlement
15 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
16 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

17 13. This Court set a Non-appearance re: settling LWDA administration matters for 6
18 months after this Order on JUNE 26, 2024 AT 9:00AM IN , 2024.

19 DEPARTMENT 7.

20 Date: 11/28/2023, 2023

21 By: 
22 Hon. Alesha Jones
23 Judge of the Superior Court
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EXHIBIT A

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

JESUS CALDERON, on behalf of himself and
other aggrieved employees,

Plaintiff,

vs.

VESTAS-AMERICAN WIND TECHNOLOGY,
INC.; and DOES 1 to 100, inclusive,

Defendant.

**NOTICE OF PAGA SETTLEMENT AND
RELEASE**

To [NAME]:

The enclosed check is your share of a court-approved representative action settlement between Plaintiff JESUS CALDERON ("Plaintiff"), and Defendant VESTAS-AMERICAN WIND TECHNOLOGY, INC. ("Defendant") in the matter of JESUS CALDERON, on behalf of himself and other aggrieved employees v. VESTAS-AMERICAN WIND TECHNOLOGY, INC., Solano County Superior Court Case No. FCS059324 ("Lawsuit").

Plaintiff filed a lawsuit against Defendant as the representative of the State of California and Defendant's other current and former hourly or non-exempt employees that worked in California. Plaintiff asserted claims against Defendant under California Labor Code § 2698 *et seq.*, also known as the Private Attorneys General Act ("PAGA"), alleging violations of wage and hour laws including (1) failure to pay minimum and regular rate wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods or provide premiums in lieu thereof; (4) failure to provide rest periods or provide premiums in lieu thereof; (5) failure to pay timely wages at termination; (6) failure to pay timely wages during employment; and (7) failure to provide accurate itemized wage statements. Defendant denies any liability or wrongdoing and contends, among other things, that it has complied at all times with the California Labor Code, the related California Wage Orders, and all other state and federal wage laws, and further contends that the Lawsuit is without merit.

Pursuant to the Court's Order, a payment of \$210,000 was approved in settlement of this Lawsuit. After accounting for Plaintiff's Counsel's attorneys' fees and reimbursement of litigation costs, administration of the settlement, and Plaintiff's enhancement payment, the remaining sum is \$_____. This sum, called the "Net PAGA Fund" will be divided pursuant to California law as follows: \$_____ (75%) to the State of California Labor Workforce Development Agency and \$_____ (25%) to all employees considered to be "PAGA Members" under this Lawsuit, to be shared on a proportionate basis. A PAGA Member is a non-exempt current or former employee of Defendant within the State of California at any time during the time period from September 27, 2021 to through the Release End Date.

As a PAGA Member, you are covered by this settlement. Per the Court's final judgment in this case, the PAGA Members release Defendant and the other Released Parties for any PAGA claims based on Defendant's alleged failure to pay minimum wages, overtime wages, failure to provide meal and rest periods, failure to timely pay wages during employment, failure to timely pay wages at termination, failure to provide accurate itemized wage statements, and all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the Plaintiff's Complaint and PAGA Notice to the LWDA, from September 27, 2021 to Release End Date. This means that you are not able to pursue a PAGA lawsuit against Defendant based on such claims. A full list of the released claims and Released Parties is contained in the court's Order granting settlement of this Lawsuit.

The enclosed check is your share of the settlement. The payment amount was calculated based on the number of pay periods you worked for Defendant as a PAGA Member between September 27, 2021 to Release End Date, as determined by Defendant's business records. Because this calculation was approved by the Court, the amount of your payment is final and cannot change. Enclosed with your check is an IRS Form 1099. Please note that no

taxes were withheld from your payment, so it will be your responsibility to pay any taxes that may be due. You should consult with your own tax accountant with regard to any questions that you may have concerning any taxes that may be due.

Your enclosed check is valid for 180 days from the date of its issuance. After that date, you cannot cash the check and it will be null and void. Funds attributable to such uncashed checks will be sent to the State of California Unclaimed Property Fund in your name. You are bound by the settlement and release of claims based on the Court's final judgment whether or not you cash or deposit the enclosed check. Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit.

If you have any questions or would like more information about the settlement or this lawsuit, you may contact the Settlement Administrator at CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606, (800) 542-0900, or you may review the papers, pleadings and records on file with the Court by scheduling an appointment with the clerk of the Solano County Superior Court.