

Jonathan M. Genish (State Bar No. 259031)
jgenish@blackstonepc.com
Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff Michael Bravo and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

MICHAEL BRAVO, individually and on behalf
of others similarly situated,

Plaintiff,

vs.

MICHELS PACIFIC ENERGY, INC., a
Delaware corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 22CV403427

Honorable Theodore C. Zayner
Department 19

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

Date: September 25, 2024
Time: 1:30 p.m.
Dept.: 19

Complaint Filed: September 26, 2022
FAC Filed: November 28, 2022
Trial Date: Not Set

1 Plaintiff Michael Bravo’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
2 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs
3 came before this Court on **September 25, 2024 at 1:30 p.m.** before the Honorable Theodore C. Zayner
4 in Department 19 of the above-captioned Court located at 161 North First Street, San Jose, California
5 95113.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 (“Original Agreement”) and Amendment No. 1 to Joint Stipulation of Class Action and PAGA
8 Settlement (“Amendment No. 1”) (together, the Original Agreement and Amendment No. 1 are
9 referred to as the “Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of
10 Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and
11 Settlement Administration Costs, the supporting papers filed by the Parties, the Declarations of Class
12 Counsel (Jonathan M. Genish and Miriam L. Schimmel), the Class Representative (Michael Bravo),
13 and the Settlement Administrator (Nick Castro on behalf of ILYM Group, Inc.), and the evidence and
14 argument received by the Court in conjunction with the Motion for Preliminary Approval of Class
15 Action and PAGA Settlement and documents thereto, the Court grants final approval of the Settlement
16 and HEREBY ORDERS, ENTERS JUDGMENT, AND MAKES THE FOLLOWING
17 DETERMINATION:

18 1. This Court has jurisdiction over the subject matter of the above-captioned action and
19 over Plaintiff and Defendant Michels Pacific Energy, Inc. (“Defendant”) (together, with Plaintiff, the
20 “Parties”), including all members of the Class.

21 2. The Court finds that the following Class is properly certified as a class for settlement
22 purposes only: “All current and former hourly-paid and/or non-exempt non-union employees and
23 union employees covered under the National Pipe Line Agreements employed by Defendant in the
24 State of California at any time during the Class Period.” The “Class Period” is defined as the period
25 from September 26, 2018 through October 11, 2023. The National Pipe Line Agreements is defined
26 as the Collective Bargaining Agreements (“CBAs”) that cover Defendant’s employees who are
27 members of the International Union of Operating Engineers (“IUOE”), the International Brotherhood
28 of Teamsters (“IBT”), and the Laborers’ International Union of North America (“LIUNA”).

1 3. The Court appoints Plaintiff Michael Bravo as the Class Representative for settlement
2 purposes only.

3 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, and
4 Alexandra Rose of Blackstone Law, APC as Class Counsel for settlement purposes only.

5 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
6 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
7 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
8 any other applicable law, and constitutes the best notice practicable under the circumstances, by
9 providing individual notice to all Class Members who could be identified through reasonable effort,
10 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
11 other Class Members. The Class Notice fully satisfied the requirements of due process.

12 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
13 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
14 requirements for final approval of this class action settlement under California law, including the
15 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
16 3.769.

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

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

25 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
26 recognition of Plaintiff’s efforts on behalf of the Class, the Court hereby approves the payment from
27 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$7,500.00.

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1 10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
2 to Class Counsel in the sum of \$583,333.33 and reimbursement of actual litigation costs and expenses
3 to Class Counsel in the sum of \$13,000.00. The attorneys' fees and reimbursement of litigation costs
4 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
5 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
6 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
7 obtained for the Class.

8 11. The Court approves and orders payment from the Gross Settlement Amount in the
9 amount of \$8,500.00 to ILYM Group, Inc. for performance of settlement administration services.

10 12. The Court approves and orders payment in the amount of \$150,000.00 to the Labor
11 Workforce and Development Agency ("LWDA") as 75% of the payment allocated toward PAGA
12 penalties.

13 13. It is hereby ordered that within ten (10) business days after the Effective Date,
14 Defendant will deposit the Gross Settlement Amount into an account established by the Settlement
15 Administrator, in accordance with the terms and methodology set forth in the Original Agreement.

16 14. It is hereby ordered that within five (5) business days of the funding of the Gross
17 Settlement Amount, the Settlement Administrator will issue the Individual Settlement Payments to
18 Settlement Class Members, Individual PAGA Payments to PAGA Employees, LWDA Payment to the
19 LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class Counsel, and
20 Settlement Administration Costs to itself.

21 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
22 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
23 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
24 distributed by the Settlement Administrator to California Rural Legal Assistance, Inc in accordance
25 with California Code of Civil Procedure Section 384.

26 16. Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement
27 Class Members will be deemed to have fully, finally, and forever released, settled, compromised,
28 relinquished, and discharged the Released Parties of any and all claims, debts, liabilities, demands,

obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, and all claims for attorneys' fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members (collectively, "Released Class Claims").

17. Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, including all claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 16-2001 (collectively, "Released PAGA Claims").

18. Upon the full funding of the Gross Settlement Amount, Plaintiff, individually and on his own behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or

1 nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which
2 Plaintiff, at any time of execution of the Original Agreement, had or claimed to have or may have,
3 including but not limited to any and all claims arising out of, relating to, or resulting from his
4 employment and/or separation of employment with the Released Parties, including any claims arising
5 under any federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating
6 to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act
7 of 1964, as amended (“Title VII”), 42 U.S.C. § 1981; the Americans with Disabilities Act (“ADA”);
8 the Family and Medical Leave Act (“FMLA”); the Employee Retirement Income Security Act
9 (“ERISA”); the California Family Rights Act (“CFRA”); the California Fair Employment and Housing
10 Act (“FEHA”); all claims for wages or penalties under the Fair Labor Standards Act (“FLSA”); all
11 claims for wages or penalties under the California Labor Code; Business and Professions Code
12 sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or interference with
13 legal rights; any and all other employment or discrimination laws; whistleblower claims; any tort,
14 fraud, or constitutional claims; and any breach of contract claims or claims of promissory estoppel. It
15 is agreed that this is a general release and is to be broadly construed as a release of all claims, provided
16 that, notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims
17 that cannot be released hereunder by law, including claims for workers compensation. Plaintiff
18 understands and expressly agrees that the Original Agreement extends to claims that he has against
19 Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected, vested or
20 contingent, past, present, or future, arising from or attributable to an incident or event, occurring in
21 whole or in part, on or before the execution of the Original Agreement. Any and all rights granted
22 under any state or federal law or regulation limiting the effect of the Original Agreement, including
23 the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.
24 Section 1542 of the California Civil Code reads as follows:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
26 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
27 THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,
28 WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR

1 OR RELEASED PARTY.

2 19. "Released Parties" means Defendant and its current and former officers, directors,
3 members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

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

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

11 22. A Compliance Hearing is set for _____ at _____
12 in Department 19 of this Courthouse located at 161 North First Street, San Jose, California 95113.
13 The Settlement Administrator shall file a Final Report at least ten (10) court days prior to the
14 Compliance Hearing.

15 **IT IS SO ORDERED.**

16 Dated: _____

Honorable Theodore C. Zayner