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Attorneys for Plaintiff
JONATHAN GUTIERREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

JONATHAN GUTIERREZ, an individual on
behalf of himself and all similarly situated
aggrieved employees,

Plaintiff,

vs.

BULWARK CONSTRUCTION, INC., a
California Corporation; JAMES LEONARD
OBERDANK, an individual; and DOES 1
through 30, inclusive,

Defendants.

Case No. CVRI2302508

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

**[PROPOSED] REVISED ORDER
APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT AND ENTERING
JUDGMENT**

1 Having reviewed and considered plaintiff Jonathan Gutierrez’s (“Plaintiff”) Unopposed
2 Motion for an Order Approving Settlement Pursuant to California Labor Code Private Attorneys
3 General Act and Entering Judgment, and good cause appearing for the same, it is hereby
4 **ORDERED, ADJUDGED, and DECREED:**

5 1. The Court hereby approves the PAGA Settlement Agreement attached as Exhibit B to
6 the Declaration of Michael C. Robinson (“Settlement Agreement” or “Settlement”) as
7 a fair, reasonable, and adequate resolution of the PAGA claims alleged in the Action.

8 2. The Settlement Agreement is hereby deemed incorporated herein as if expressly set
9 forth. Final judgment is hereby entered in conformity with the Settlement. All terms used herein
10 shall have the same meaning as defined in the Settlement Agreement.

11 3. This Court has jurisdiction over the subject matter of this Action, and over all
12 Parties to this Action, including Plaintiff Jonathan Gutierrez, the State of California, and all
13 PAGA Members.

14 4. The Court designates Phoenix Settlement Administrators (“Phoenix”) as the third-
15 party Settlement Administrator for mailing the PAGA Members’ cover letters, distribution of the
16 Gross Settlement Amount, and other duties set forth in the Settlement.

17 5. Within fourteen (14) calendar days after approval of this Settlement, Defendants
18 will provide Phoenix the Aggrieved Employee Lists defined in the Settlement Agreement and fully
19 fund the gross settlement amount.

20 6. Within fourteen (14) calendar days of receipt of the Gross Settlement Amount
21 from Defendants, Phoenix shall distribute the Gross Settlement Amount as provided in the
22 Settlement Agreement and set forth below:

- 23 a. Awarding Plaintiff’s counsel, Robinson Di Lando, A Professional Law
24 Corporation, attorney’s fees totaling 1/3% of the Gross Settlement Amount
25 estimated to be of \$250,000 (or a greater amount if the escalator clause
26 causes an increase in the gross settlement amount) and costs of \$11,758 for
27 reimbursement of actual litigation costs and expenses under Labor Code
28 section 2699(g)(1).

- b. Approving the distribution of the Net Settlement Amount, currently estimated to be \$472,742, of which seventy-five percent (75%) shall be paid to the California Labor and Workforce Development Agency (“LWDA”) and twenty-five percent (25%) shall be paid to the PAGA Members on a pro rata basis based upon the number of Pay Periods worked during the PAGA Period;
- c. Appointing Phoenix Class Action Administration Solutions (“Phoenix”) as the Settlement Administrator and approving the payment of \$10,500 to Phoenix in connection with the costs of administering the Settlement;

7. All checks to the PAGA Members shall remain valid and negotiable for 180 days from the date of their issuance to the PAGA Members. The Settlement Administrator shall send a reminder postcard to PAGA Members who have not cashed their checks within 60 days of the date the checks were mailed. If any checks are not cashed within 180 days of mailing, those funds shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure § 1500, *et seq.* in the names of those PAGA Members who did not cash their checks until such time they claim their property.

8. Upon the Effective Date, PAGA Members and the LWDA will fully and finally release and discharge Defendants and the Released Parties from any and all claims for the recovery for civil penalties, attorneys’ fees and costs permissible under PAGA which Plaintiff and/or the PAGA Members had, or may claim to have, against Defendants and the Released Parties, arising out of the violations alleged in the operative Complaint and/or the PAGA Notice, or reasonably could have been alleged based on the facts alleged in the operative Complaint and/or the PAGA Notice, including unpaid straight and overtime wages (including any work off-the-clock), failure to pay employees all minimum wages and overtime wages owed including by failing to pay all overtime and double time at the correct regular rate of pay, failure to provide compliant meal and rest breaks, failure to pay them all premium wages owed for short, late or missed meal and rest periods, failure to pay all wages owed at discharge or resignation; failure to timely pay wages

1 within the times permissible under Labor Code section 204; failure to provide complete and
2 accurate wage statements; failure to keep complete and accurate payroll records; failure to
3 reimburse necessary business-related expenses; violations of Labor Code 201, 202, 203, 204, 226(a),
4 226.2, 226.3, 226.7, 227.3, 246, 510, 512(a), 558, 1102.5, 1174(d), 1194, 1197, 1197.1, 1198,
5 2800, and 2802 (collectively, the “Released Claims”). The Released Parties are defined as James Leonard
6 Oberdank, Bulwark Construction, Inc. and its officers, directors, employees and agents. This release shall
7 apply to claims arising during the PAGA Period. The Released Claims described above expressly
8 exclude all claims made by PAGA Members for individual wage claims, vested benefits,
9 wrongful termination, unemployment insurance, disability, social security, workers’ compensation,
10 claims while classified as exempt, and claims outside of the PAGA Period.

11 9. The Court finds that Plaintiff gave notice to the California Labor Workforce and
12 Development Agency (“LWDA”) and to Defendants of their intention to pursue claims for civil
13 penalties under PAGA arising out of the facts and legal theories alleged in the operative
14 Complaint, that the LWDA did not give notice that it intended to investigate these claims within
15 sixty-five (65) days of receiving Plaintiffs’ notice, and that Plaintiffs are therefore authorized to
16 pursue these claims on behalf of the LWDA. The Court further finds that Plaintiffs gave notice of
17 this proposed settlement of those claims under PAGA to the LWDA in accordance with Labor
18 Code section 2699(1)(2), and that the LWDA has not expressed any objection to the proposed
19 settlement. Accordingly, this Judgment also bars the LWDA, or any other agency of the State of
20 California, or any person acting on its behalf, from collecting any penalties due to any of them
21 to the extent those penalties arise out of the PAGA Released Claims or the facts giving rise to
22 those claims. *Arias v. Super Ct.*, 46 Cal.4th 969, 985-86 (2009).

23 10. Plaintiff’s Counsel is directed to submit a copy of this Order and Judgment to the
24 California Labor and Workforce Development Agency within ten (10) calendar days of entry of
25 the Judgment.

26 11. Without affecting the finality of this Order and Judgment, the Court shall retain
27 continuing jurisdiction over this Action and the Parties, and over all matters pertaining to the
28 implementation and enforcement of the terms of the Settlement Agreement pursuant to the Civil

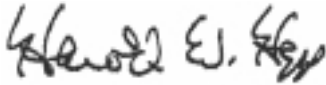
1 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies
2 arising with or with respect to the interpretation, enforcement, or implementation of the
3 Settlement Agreement shall be presented to the Court for resolution.

4 12. A hearing on the Final Accounting (Nonappearance) is scheduled for March 20, 2026.

5 A final report on the disbursement of the PAGA Payment Shares shall be filed by March 13,
6 2026.

7
8 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

9
10 DATED: July 21, 2025



HON. HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT