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

AMILCAR GARCIA, individually, and on
behalf of all others similarly situated;

Plaintiff,

v.

RICHARD LOPEZ CONSTRUCTION, INC., a
California corporation, and DOES 1 through 10,
inclusive;

Defendants.

Case No.: CVRI2301590

[Assigned for all purposes to the Honorable
Harold W. Hopp, Department 1]

**REVISED ~~PROPOSED~~ ORDER AND
JUDGMENT GRANTING APPROVAL
OF PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698, *ET SEQ.*)
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

[Notice of Motion and Motion for Approval
of Private Attorneys General Act (Labor
Code § 2698, et seq.) Settlement Agreement;
Declaration of Kane Moon; Declaration of
Eric Papp; and Declaration of Eric Springer
filed concurrently herewith]

Hearing Date: November 4, 2024
Hearing Time: 8:30 a.m.
Hearing Place: Department 1

Complaint Filed: March 29, 2023
FAC Filed: March 25, 2024
Trial Date: None Set

1 This matter has come before the Honorable Harold W. Hopp in Department 1 of the
2 Riverside County Superior Court, located at 4100 Main Street, Riverside, CA 92501, Plaintiff
3 Amilcar Garcia's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Labor
4 Code § 2698, *et seq.*) Settlement Agreement and Release of Claims. This Court reviewed the
5 papers submitted by Plaintiff in support of approval of the Parties' Private Attorneys General Act
6 ("PAGA") Settlement Agreement and Release of Claims ("Settlement Agreement,"
7 "Settlement," and "Agreement") pursuant to Labor Code section 2698, *et seq.*, as well as the
8 Amended Settlement Agreement. Based upon this review, and the findings below, the Court
9 finds good cause to enter this Order and Judgment.

10 **FINDINGS:**

11 Unless otherwise specified, defined terms in this Order and Judgment have the same
12 definition as the terms in the Amended Settlement Agreement.

13 The Court has jurisdiction over the subject matter of this litigation brought by Plaintiff,
14 individually and in his capacity as a private attorney general proxy or agent of the State, against
15 Defendant Richard Lopez Construction, Inc. ("Defendant").

16 On March 28, 2023, Plaintiff provided written notice to the LWDA and Defendant.

17 On March 29, 2023, Plaintiff filed a Class Action Complaint against Defendant, alleging
18 (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure
19 to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal
20 Periods (Cal. Lab. Code §§ 226.7 and 512); (4) Failure to Authorize and Permit Rest Breaks
21 (Cal. Lab. Code §§ 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab.
22 Code § 2802); (6) Failure to Time Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
23 (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and (8)
24 Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

25 On March 25, 2024, Plaintiff filed a First Amended Class and Representative Action
26 Complaint ("FAC"), adding a ninth cause of action for Civil Penalties Under PAGA.

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1 On April 8, 2024, the Court ordered that the class and individual allegations set forth in
2 the FAC be dismissed pursuant to an arbitration agreement, which Plaintiff's counsel evaluated
3 and concluded as enforceable. Thus, the only remaining cause of action in the operative
4 complaint is Plaintiff's claim for Civil Penalties under PAGA.

5 Plaintiff and Defendant (collectively, the "Parties") expressly acknowledge the Amended
6 Settlement Agreement is entered solely for the purpose of compromising the significantly
7 disputed PAGA claim and that nothing contained therein is an admission of liability or
8 wrongdoing by Defendant.

9 The Court finds the Settlement was entered in good faith and that the Parties have
10 satisfied the standards and applicable requirements for approval of a settlement of the PAGA
11 claim.

12 The Court finds, pursuant to Labor Code sections 2699(l)(2) and (l)(4), the LWDA was
13 given timely notice of the Agreement. On June 12, 2024, Plaintiff submitted a Notice of
14 Settlement to the LWDA, attached to which was a copy of the Agreement. Plaintiff's Notice of
15 Settlement complied with the requirements of Labor Code section 2699(l)(2).

16 The Court, having reviewed the evidence and papers submitted, and considered any
17 argument of counsel, hereby grants the motion and approves the terms of the settlement as set
18 forth in the Amended Settlement Agreement under Labor Code section 2699(l)(2) as fair,
19 adequate, and reasonable.

20 **IT IS HEREBY ORDERED THAT:**

21 1. The "Aggrieved Employees" are defined as past and present non-exempt, hourly-
22 paid employees of Defendant who worked in California during the applicable PAGA Period (i.e.,
23 starting on and including March 28, 2022 up to and including May 26, 2024).

24 2. The "Released Parties" are defined as Defendant and its officers, directors, and
25 employees.

26 3. Simpluris is hereby appointed as the "Settlement Administrator."
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1 4. Defendant shall pay the Settlement Sum of \$162,500.00 in accordance with the
2 Amended Settlement Agreement.

3 5. The Court approves the requests for attorneys fees to Moon Law Group, PC
4 (“Plaintiff’s Counsel”) of up to \$54,161.25 (33 1/3% of the Settlement Sum); litigation costs to
5 Moon Law Group, PC in the amount of \$20,000.00; and the Settlement Administrator’s costs of
6 up to \$5,000.00, all payable from the Settlement Sum. The Court finds the amounts requested are
7 fair and reasonable.

8 6. After deducting the above-mentioned payments, the balance of the settlement
9 amount will be \$83,338.75 (“Net Settlement Amount”). Under the terms of the Amended
10 Settlement Agreement, seventy-five (75%) of the Net Settlement Amount (i.e., \$62,504.06) will
11 be paid to the LWDA (“LWDA Net Settlement Amount”), and the remaining twenty-five percent
12 (25%) of the Net Settlement Amount (i.e., \$20,834.69) will be paid to the Aggrieved Employees
13 (“Employee Net Settlement Amount”) using the formula set forth in the Amended Settlement
14 Agreement.

15 7. The Court authorizes the Settlement Administrator to calculate and pay the
16 Employee Net Settlement Amount in accordance with the terms set forth in the Amended
17 Settlement Agreement.

18 8. Within fifteen (15) days after the Effective Date (defined in the Amended
19 Agreement), Defendant shall provide a list of Aggrieved Employees to the Settlement
20 Administrator.

21 9. Within thirty (30) calendar days of the Effective Date, Defendant shall fully fund
22 the Settlement Sum with the Settlement Administrator.

23 10. Within forty-five (45) calendar days of the funding of the settlement, the
24 Settlement Administrator will issue the payments required by section 5 of the Amended
25 Settlement Agreement.

26 11. Employee Settlement Share checks will remain negotiable for one hundred and
27 eighty (180) days after the date of mailing. Any Employee Settlement Share checks that are not
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1 cashed by the void date will be canceled and the Settlement Administrator will transmit the funds
2 to the California State Controller's Unclaimed Property Fund in the name of the Aggrieved
3 Employee.

4 12. Employee Settlement Shares will be paid in the form of a check delivered to each
5 Aggrieved Employee at the last known address on file with Defendant. Upon receipt of the
6 Aggrieved Employees List, the Settlement Administrator shall run all addresses of the Aggrieved
7 Employees through the United States Postal Service NOCA database to obtain current addresses.

8 13. Upon entry of the Approval Order by the Court approving payment of the PAGA
9 penalties as described in the Amended Settlement Agreement, Plaintiff and the State of
10 California shall be deemed to have fully, finally, and forever released, relinquished, and
11 discharged each and all of the Released Parties from any and all claims, demands, rights,
12 liabilities, and/or causes of action for penalties under PAGA that accrued during the PAGA
13 Period and that were asserted in Plaintiff's LWDA notice letter and the Action including, without
14 limitation, Labor Code Sections 201, 202, 203, 101-203, 204, 210, 218.5, 218.6, 223, 226, 226.3,
15 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, et seq., 2698.6,
16 et seq., 2699, et seq., 2699.3, 2802, Business and Professions Code sections 17200, et seq.,
17 17201, and Code of Civil Procedure section 1021.5, and the applicable Industrial Welfare
18 Commission Orders including, but not limited to, Order No. 5-2001.

19 14. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain
20 continuing jurisdiction over this matter and the Parties to the fullest extent necessary to enforce
21 and effectuate the terms and intent of the Amended Settlement Agreement.

22 15. Nothing in this Order and Judgment or Amended Settlement Agreement shall be
23 construed as evidence of an admission or concession by any of the Parties. This Order and
24 Judgment and the Amended Settlement Agreement simply represent a compromise of
25 significantly disputed allegations.

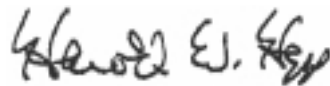
1 16. Within fifteen (15) calendar days of entry of this Order and Judgment, Plaintiff
2 shall provide a copy of this Order and Judgment to the LWDA, pursuant to Labor Code section
3 2699(l)(3) and (l)(4).

4 17. The Court sets a compliance hearing for October 9, 2025 in Department 1. At
5 least five (5) court days before this date, Plaintiff shall file a compliance status report with a
6 Declaration from the Administrator. Pursuant to Code of Civil Procedure section 384, the
7 compliance status report and Declaration shall specify the total amount paid to Aggrieved
8 Employees and the residual of the unclaimed settlement funds that will be transmitted to the
9 California State Controller's unclaimed property fund as defined in the Amended Settlement
10 Agreement.

11 18. Upon the Court's approval of the Amended Settlement Agreement, payment of all
12 sums required by the Amended Settlement Agreement, and following the compliance hearing,
13 Plaintiff shall file a request for dismissal of this matter in its entirety as to Defendant with
14 prejudice.

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16 **IT IS SO ORDERED.**

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18 Dated: December 2, 2024



HONORABLE HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT