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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE**

KENNETH HUNTER, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

K & N ENGINEERING, INC., a
California Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: **CVRI2302487**

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date: October 17, 2024
Hearing Time: 8:30 a.m.

Judge: Hon. Harold Hopp
Dept.: 1

Action Filed: May 12, 2023
Trial Date: Not Set

1 **ORDER AND JUDGMENT**

2 Plaintiff Kenneth Hunter (“Plaintiff”) moves for approval of the settlement of Plaintiff’s claims
3 under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California
4 Labor Code § 2699(l), against Defendant K&N Engineering, Inc. (“Defendant”).

5 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in
6 this action and is authorized to act as private attorney general with respect to the PAGA claims being
7 released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”), which is
8 incorporated by reference. The California Labor Workforce Development Agency was provided with
9 notice of the Settlement and the motion for approval of the PAGA settlement via its online process
10 and no objection has been received to the settlement or the motion from the Labor Workforce
11 Development Agency.

12 The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA Payment
13 to be paid as part of the settlement as set forth in the Settlement Agreement which was filed with the
14 Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of \$270,000,
15 which includes the PAGA Payment, the Administration Expenses Payment (not to exceed \$6,000) for
16 ILYM Group, Inc. to administer the settlement, PAGA Counsel Fees Payment in the amount of
17 \$90,000 (one-third of the Gross Settlement Amount) and PAGA Counsel Litigation Expenses Payment
18 in the amount of \$14,735.23. The PAGA Payment of \$159,284.07, which is the amount remaining
19 of the Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment,
20 PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, shall be allocated to
21 Labor Code 2699 penalties, including other civil penalties specified in the Labor Code, of which 75%
22 of the payment will be paid to the LWDA (no less than \$119,463.05) and 25% will be paid to the
23 Aggrieved Employees (no less than \$39,821.02).

24 The Court, having reviewed the evidence and papers submitted and argument of counsel,
25 pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Plaintiff’s motion and approves the
26 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be
27 allocated and paid out as set forth in the Settlement Agreement.
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1 The “Aggrieved Employees” are defined as all individuals who are or previously were
2 employed by Defendant as non-exempt employees in California at any time during the PAGA Period.
3 The PAGA Period means the period from March 2, 2022 through May 15, 2024.

4 Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount,
5 Defendant and the Released Parties (as defined in the PAGA Settlement Agreement) shall be entitled
6 to a release of the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA
7 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
8 Operative Complaint and the PAGA Notice submitted by Plaintiff to the LWDA, which occurred
9 during the PAGA Period, including, e.g., claims for civil penalties pursuant to the California Labor
10 Code section 2698, *et seq.*, including: (a) failure to provide accurate itemized wage statements, (b)
11 failure to properly record and provide legally required meal and rest periods, (c) failure to pay
12 minimum wages, (d) failure to pay overtime wages and sick pay wages, (e) failure to reimburse
13 employees for required expenses, (f) failure to provide suitable seating, and (g) violations of California
14 Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 225.5, 226(a), 226.3, 226.7, 227.3, 246, 248.5, 510,
15 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 1
16 1070(14)(Failure to Provide Seating), and the applicable Wage Order(s). The Released PAGA Claims
17 expressly excludes all other claims, including Plaintiff’s individual claims, claims for vested benefits,
18 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
19 disability, social security, workers’ compensation, California class claims, and PAGA claims outside
20 of the PAGA period.

21 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,
22 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or
23 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,
24 ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation), or any
25 liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including
26 this Order) shall not be construed to be an admission by Defendant of any liability or wrongdoing as
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1 to Plaintiff, the Aggrieved Employees, or any other person, and Defendant specifically disclaims any
2 such liability or wrongdoing.

3 This claim asserted under PAGA in this action is dismissed with prejudice. After entry of this
4 Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain jurisdiction
5 pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement, and enforce
6 the Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement
7 benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution
8 of settlement benefits.

9 A compliance hearing is set for October 7, 2025 at 8:30 a.m. in Department 1, and the deadline
10 for the filing of a report concerning the amount of money distributed and/or uncashed is September
11 23, 2025.

12 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
13 **ENTERED ACCORDINGLY.**

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15 DATED: _____

16 THE HONORABLE HAROLD HOPP
JUDGE OF THE SUPERIOR COURT
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