

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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Attorneys for Plaintiff

**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**

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: November 7, 2024
Hearing Time: 8:30 a.m.

Judge: Hon. Harold Hopp
Dept.: 1

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

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on November 7, 2024, the Court entered the
3 Judgment in the above-entitled action. A true and correct copy of the Judgment is attached hereto
4 as Exhibit #1.

5 Respectfully submitted,

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8 Dated: November 8, 2024

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

9 By: /s/ Kyle Nordrehaug
10 Kyle R. Nordrehaug

11 Attorneys for Plaintiff
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am a citizen of the United States and a resident of the State of California. I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037. On November 8, 2024, I served the document(s) described as:

1. **NOTICE OF ENTRY OF JUDGMENT**

X **(BY ELECTRONIC SERVICE):** I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

Noell Rice
Edson McClellan
RUTAN & TUCKER, LLP
18575 Jamboree Rd, 9th Floor
Irvine, CA 92612
Email: nrice@rutan.com
emcclellan@rutan.com

X **(ONLINE TO THE LWDA):** I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X **(State):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 8, 2024, at San Diego, California.

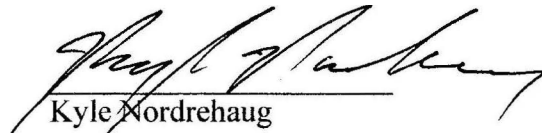

Kyle Nordrehaug

EXHIBIT #1

**BLUMENTHAL NORDREHAUG BHOWMIK
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Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

NOV 07 2024

E. Escobedo

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

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NOV 08 2024

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 9, 2024~~ 10/17/24
Hearing Time: 8:30 a.m.

Judge: Hon. Harold Hopp
Dept.: 1

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

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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: 11/7/24

16 
17 THE HONORABLE HAROLD HOPP
18 JUDGE OF THE SUPERIOR COURT
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