

FILED

Superior Court of California,
County of San Benito

2/1/2024

By: Adriana Ramirez, Deputy Clerk

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23 Attorneys for Defendants
24 ROBINSON & MORETTI, INC. and
25 NICHOLAS ROBINSON

26 **SUPERIOR COURT OF CALIFORNIA**

27 **COUNTY OF SAN BENITO**

28 TIMOTHY BENNETT,

Plaintiff,

vs.

ROBINSON & MORETTI, INC.;
NICHOLAS ROBINSON; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CU-23-00151

**[PROPOSED] ORDER GRANTING
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE § 2698
ET SEQ.) SETTLEMENT AGREEMENT
AND RELEASE**

Complaint Filed: July 20, 2023

Trial Date: Not Set

1 Plaintiff Timothy Bennett ("Plaintiff") and Defendant Robinson & Moretti Inc.
2 ("Defendant") (Plaintiff and Defendant together, the "Parties") have entered into the Private
3 Attorneys General Act Settlement Agreement and Release ("Settlement Agreement") to settle
4 the above-captioned representative action subject to the Court's approval (the "Settlement").

5 This Court having reviewed and considered the Settlement, and having reviewed the
6 record in this action, and good cause appearing therefor, IT IS HEREBY ORDERED,
7 ADJUDGED AND DECREED that:

8 1. Defendant shall pay the total Gross Settlement Amount of Twenty Thousand
9 Dollars (\$20,000.00) to resolve the Action. Within thirty calendar days from the date of this
10 Order, Defendant shall deposit the Gross Settlement Amount and employer taxes through the
11 Settlement Administrator. Thereafter, compensation to the Aggrieved Employees shall be
12 disbursed pursuant to the terms of the Settlement Agreement.

13 2. From the Gross Settlement Amount, Plaintiff's Counsel is awarded Six
14 Thousand Six Hundred Sixty-Six Dollars (\$6,666.00), for attorneys' fees and One Thousand
15 Five Hundred Dollars (\$1,500.00) for costs incurred in the Action. The fees and costs shall be
16 distributed as set forth in the Settlement.

17 3. From the Gross Settlement Amount, Plaintiff shall be paid a Service Award of
18 One Thousand Dollars (\$1,000.00).

19 4. From the Gross Settlement Amount, One Thousand Six Hundred Ninety-Five
20 Dollars (\$1,695.00) shall be paid to the Settlement Administrator, Phoenix Class Action
21 Administration Solutions.

22 5. From the Gross Settlement Amount, Six Thousand Eight Hundred Fifty-Four
23 Dollars and Twenty-Five Cents (\$6,854.25) shall be paid to the California Labor and
24 Workforce Development Agency, representing 75% of the civil penalties awarded under the
25 terms of the Settlement Agreement pursuant to the Labor Code Private Attorneys General
26 Act of 2004, California Labor Code section 2698, *et seq.*

27 6. From the Gross Settlement Amount, Two Thousand Two Hundred Eighty-Four
28 Dollars and Seventy-Five Cents (\$2,284.75) shall be distributed to Aggrieved Employees,

1 representing 25% of the civil penalties awarded under the terms of the Settlement
2 Agreement pursuant to the Labor Code Private Attorneys General Act of 2004, California
3 Labor Code section 2698, *et seq.*

4 7. This Judgment incorporates by reference the definitions in the Settlement
5 Agreement, and all terms defined therein shall have the same meaning as set forth in the
6 Settlement Agreement.

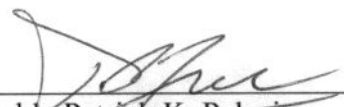
7 8. This Judgment is entered as part of a Settlement and the Court has made no
8 findings of liability or provided any notice of PAGA violations.

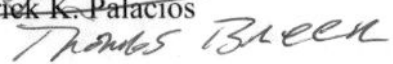
9 9. As a result of this Judgment, the PAGA Affected Employees are barred from
10 prosecuting any of the claims covered by the Released Claims, as defined in the Settlement
11 Agreement, against Defendant and the Released Parties.

12 10. This Judgment is intended to be a final disposition in its entirety of the above-
13 captioned action. Without affecting the finality of this judgment in any way, the Court retains
14 jurisdiction of all matters relating to the interpretation, administration, implementation,
15 effectuation, and enforcement of the Settlement pursuant to C.C.P. § 664.6.

16 **IT IS SO ORDERED.**

17 DATED: 2/1/2024

18 
Honorable Patrick K. Palacios

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Thomas Breen

1 **PROOF OF SERVICE**

2 I am employed in the County of Monterey, State of California. I am over the age of 18
3 and not a party to the within action; my business address is FITZPATRICK & SWANSTON,
4 555 S. Main Street, Salinas, California 93901.

5 On the date written below, I served the foregoing document(s), described as
6 **[PROPOSED] ORDER GRANTING APPROVAL OF PRIVATE ATTORNEYS
7 GENERAL ACT (LABOR CODE § 2698 ET SEQ.) SETTLEMENT AGREEMENT
8 AND RELEASE**

9 on the interested parties in this action as indicated below and by the following means:

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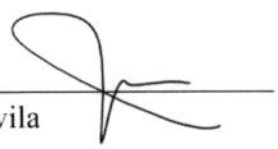
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Attorneys for Defendants
ROBINSON & MORETTI, INC. and
NICHOLAS ROBINSON

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(BY ELECTRONIC SERVICE) Pursuant to CCP § 1010.6 and Cal.
Rules of Court, Rule 2.251, I caused the document(s) to be served,
addressed to the person(s) at the e-mail address(es) listed above. I did
not receive within a reasonable time after e-service, any electronic
message or other indication that e-service was unsuccessful.

18 I declare under penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct, and that this declaration was executed on January 30, 2024, at
20 Salinas, California.

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Josie Favila