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Attorneys for Plaintiff JESUS ORTEGA
individually and on behalf of all other Aggrieved Employees

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

JESUS ORTEGA, individually and on
behalf of all other Aggrieved Employees;

Plaintiff,

vs.

SCHAMBER ELECTRIC & SONS, INC., a
California Corporation, and DOES 1
through 50, inclusive,

Defendants.

Case No. CVRI2304524

*[Assigned for all purposes to Honorable Harold
Hopp, Dept. 1]*

**AMENDED ~~[PROPOSED]~~
ORDER/JUDGMENT GRANTING
APPROVAL OF THE REPRESENTATIVE
PAGA SETTLEMENT**

*[FILED CONCURRENTLY WITH AMENDED JOINT
STIPULATION REQUESTING APPROVAL OF
REPRESENTATIVE PAGA SETTLEMENT; AMENDED
DECLARATION OF HAIG B. KAZANDJIAN;
DECLARATION OF JESUS ORTEGA IN SUPPORT
THEREOF; AND AMENDED ~~[PROPOSED]~~ ORDER
APPROVING REPRESENTATIVE PAGA SETTLEMENT]*

Complaint Filed: August 29, 2023
Trial Date: None Yet Set

The Court has received and considered the Joint Stipulation of Plaintiff JESUS ORTEGA on his own behalf and on behalf of the State of California, and as an “aggrieved employee” acting as private attorney general under the Labor Code Private Attorneys General Act of 2004, § 2698, et seq. (“PAGA”) and Defendant SCHAMBER ELECTRIC & SONS, INC., (hereinafter “Defendants”) Requesting Approval of the Settlement Agreement and Release of PAGA Claim (“PAGA Settlement Agreement” or “Settlement”).

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 12 2024

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1 **WHEREAS**, the PAGA Settlement Agreement sets forth the terms and conditions for the
2 proposed settlement and for entry of an order of approval thereon. The Court having read and
3 considered the Parties' Joint Stipulation Requesting Approval of Settlement Agreement and
4 PAGA Claim, and the supporting documents and exhibits annexed thereto including the
5 Declaration of Haig B. Kazandjian and all exhibits attached thereto, now finds:

6 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

7 1. The Court incorporates by reference the definitions in the PAGA Settlement
8 Agreement and all capitalized terms defined therein shall have the same meaning in this Order as
9 set forth in the PAGA Settlement Agreement.

10 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and
11 in compliance with the California Code of Civil Procedure, California and United States
12 Constitutions (including the due process clauses), California Rules of Court, and any other
13 applicable law, and is hereby finally approved in all respects.

14 3. The Parties are hereby directed to perform the terms of the settlement as described
15 in the PAGA Settlement Agreement according to its terms and provisions.

16 4. The PAGA Settlement Agreement is not an admission by Defendant, nor is this
17 Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither
18 this Order, the settlement, nor any document referred to herein, nor any action taken to carry out
19 the settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
20 wrongdoing on the part of Defendant.

21 5. [D(7)(b)] The Court orders that the Released Parties mean Defendant
22 SCHAMBER ELECTRIC & SONS, INC. and each of its former and present directors, officers,
23 employees, and agents.

24 6. [D(7)(a-d)] The Court orders that effective on the date when Defendant fully
25 funds the Gross Settlement Amount, Plaintiff, the LWDA, and the State of California are deemed
26 to release, on behalf of themselves and their respective former and present representatives,
27 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
28 claims for PAGA penalties that could have been sought by the Labor Commissioner for the

violations identified in the pre-filing letter to the LWDA and the Operative Complaint, including Failure to provide employment records in violation of Labor Code sections 226, 432, and 1198.5; failure to pay overtime and double time in violation of Labor Code sections 510 and the applicable Wage Orders; failure to provide rest and meal periods in violation of Labor Code sections 226.7, 512(a), and the applicable Wage Orders; failure to pay minimum wage in violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and the applicable Wage Orders; failure to keep accurate payroll records and provide itemized wage statements in violation of Labor Code sections 226(a), 1174(d), 1198 and the applicable Wage Orders; failure to pay reporting time wages in violation of California Code of Regulations, Title 8, section 11050(5)(A); failure to pay split shift wages in violation of California Code of Regulations 11050(4)(C); failure to pay all wages earned on time in violation of Labor Code section 204; failure to pay all wages earned upon discharge or resignation in violation of Labor Code sections 201, 202, and 203; and failure to reimburse necessary, business-related expenses in violation of Labor Code sections 2800 and 2802 for the time period of June 16, 2022 through August 29, 2024. The release of the Released PAGA Claims will be given the full preclusive effect allowed by California law in accordance with *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). In particular, and in line with the understanding of *Arias*, because any Aggrieved Employee's action under PAGA functions as a substitute for an action by the government itself, a judgment is binding not only on the Plaintiff but also on government agencies and any other Aggrieved Employee not a party to the proceeding. Thus, nonparty employees cannot sue to recover additional civil penalties for the same Labor Code violations released (but may sue for damages or other remedies for the same violations).

7. The PAGA Period is deemed to be the period of time from June 16, 2022 through August 29, 2024.

8. The PAGA Settlement Agreement provides that the Gross Settlement Amount is One Hundred-Twenty-Five Thousand Dollars (\$125,000.00) which shall be paid by Defendant SCHAMBER ELECTRIC & SONS, INC. The Gross Settlement Amount is the maximum that Defendant will pay in this matter. The Court hereby approves the Gross Settlement Amount and orders the calculations and payments to be made from the Gross Settlement Amount and

administered in accordance with the terms of the PAGA Settlement Agreement:

- a) PAGA Counsel's attorneys' fees in the amount of \$50,000.00, which is 40% of the \$125,000.00 Settlement Payment;
- b) PAGA Counsel's costs in the amount of \$6,252.17;
- c) Administration costs of no more than \$2,650.00 to be paid to the Settlement Administrator ILYM Group, Inc.;
- d) \$10,000.00 to Plaintiff as a Representative Enhancement Award and for his general release of claims;
- e) the remainder of the Gross Settlement Amount after deducting the items (a), (b), (c) and (d) herein shall be designated as PAGA Penalties, which are estimated to be \$56,097.83, and will be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i) with 75% paid to the LWDA (\$42,073.37) and 25% (\$14,024.46) paid to the Aggrieved Employees on a pro-rata basis.

9. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for in the PAGA Settlement Agreement. Defendant is hereby relieved of any obligation to retain electronically stored information or other data, documents or information as a result of the filing or pursuit of the instant matter but is not relieved of (a) any obligation to produce or retain electronically stored information or data as set forth in the PAGA Settlement Agreement, and (b) any obligation arising independently of this matter to retain electronically stored information or other data, documents or information.

10. The Court hereby grants and authorizes the Parties, without further approval from the Court, to agree to and to adopt such amendments, modifications and expansions of this settlement and all exhibits attached hereto as (i) are consistent with the Order; and (ii) do not limit the rights of Aggrieved Employees under the settlement.

11. The Court hereby enters this Order pursuant to the terms of the PAGA Settlement Agreement.

12. Without affecting the finality of the Order, the Court shall retain continuing jurisdiction over the Action, the Parties, as well as the administration and enforcement of the settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the settlement not resolved by the Settlement Administrator shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to exercise their rights to terminate the settlement pursuant to the terms of the PAGA Settlement Agreement.

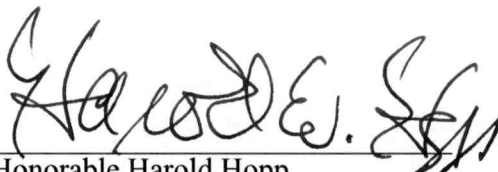
13. This Order shall constitute a final disposition of the above captioned action in its entirety and is intended to be immediately appealable.

14. [D(6)(b)] The dismissal does not extend or otherwise affect the ability of an aggrieved employee to bring individual, non-representative claims against the defendant for alleged violations of the Labor Code.

15. [D(11)] A Final Accounting (Nonappearance) Hearing is set for ~~June 10, 2025~~, or on August 22, 2025 at 8:30 a.m./p.m. The Parties' deadline to submit a report concerning the amount of money distributed and/or uncashed is June 10, 2025, or on August 15, 2025, at a.m./p.m.

IT IS SO ORDERED.

Dated: 12/13/24


Honorable Harold Hopp