

RECEIVED
May 7, 2025

FILED
Clerk of the Superior Court

MAY 30 2025

By: V. Contreras, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

RONALD FIGUEROA, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

SOLAR TURBINES INCORPORATED, a
Delaware corporation; and DOES 1
through 100,

Defendants.

CASE NO. 37-2023-00016512-CU-OE-CTL

[Case assigned for all purposes to the Hon.
Gregory W. Pollack, Department C-71]

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: May 30, 2025
Time: 9:30 a.m.
Dept.: C-71

Action Filed: April 20, 2023
Trial Date: None Set

1 **~~PROPOSED~~ JUDGMENT & ORDER**

2 The Motion of Plaintiff Ronald Figueroa ("Plaintiff") for Final Approval of Class Action
3 Settlement, Attorneys' Fees and Costs, and Class Representative Service Award ("Final Approval
4 Motion") came regularly for hearing before this Court on May 30, 2025, at 9:30 a.m., pursuant to
5 California Rule of Court 3.769 and this Court's prior Order Granting Preliminary Approval of
6 Class Action Settlement ("Preliminary Approval Order").

7 Having considered the parties' Joint Stipulation of Class Action and Private Attorney
8 General Act Settlement and Release ("Settlement Agreement" or "Settlement"), the documents
9 and evidence submitted in support thereof, and recognizing the sharply disputed factual and legal
10 issues involved, the risks associated with continued litigation, and the substantial benefits to be
11 conferred upon the Settlement Class, the Court finds that the Settlement is fair, reasonable, and
12 adequate, and the product of good faith, arm's-length negotiations between the parties.

13 Good cause appearing, the Court hereby GRANTS Plaintiff's Final Approval Motion and
14 ORDERS as follows:

15 1. Final judgment is hereby entered in accordance with the Settlement Agreement
16 and this Final Approval Order.

17 2. The conditional class certification is hereby made final, and the Court thus
18 certifies, for purposes of the Settlement, the following Settlement Class:

19 All current and former non-exempt employees of Solar Turbines
20 Incorporated ("Defendant") in California who worked at any time between
February 3, 2022, and June 2, 2024" (the "Class Period").

21 3. Plaintiff is hereby confirmed as Class Representative. Fletcher W. Schmidt and
22 Andrew J. Rowbotham of Haines Law Group, APC are hereby confirmed as Class Counsel.

23 4. Notice was provided to Class Members as set forth in the Settlement, which was
24 preliminarily approved by the Court on January 24, 2025, and the notice process has been
25 completed in accordance with the Settlement and the Court's Preliminary Approval Order. The
26 Court finds that said notice was the best notice practicable under the circumstances. The Class
27 Notice provided due and adequate notice of the proceedings and matters set forth therein,
28 informed Class Members of their rights, and fully satisfied the requirements of California Code

of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

5. The Court finds that no Class Members objected to the Settlement, that no Class Members opted out, and that the 100% participation rate supports final approval of the Settlement.

6. The Court hereby approves the terms of the Settlement as fair, reasonable, and adequate, and directs the Parties to effectuate the Settlement in accordance with its terms.

7. For purposes of settlement only, the Court finds that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the Settlement Class, and a well-defined community of interest exists among the members with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class; (e) a class action is superior to other available methods for the fair and efficient adjudication of this controversy; and (f) Class Counsel are experienced and qualified to represent the Class Representative and the Settlement Class.

8. The Court finds that, in light of the absence of objections to the Settlement, this Order shall be deemed final as of the date of its entry.

9. The Court finds that the Individual Settlement Payments, as provided for in the Settlement, are fair, reasonable, and adequate, and hereby orders the Settlement Administrator to distribute the payments in accordance with the terms of the Settlement.

10. The Court orders Defendant to deposit the Maximum Settlement Amount (“MSA”) of \$2,800,000.00 with the Settlement Administrator within ten (10) calendar days of the Effective Date, in accordance with the procedures set forth in the Settlement. The “Effective Date” means the date by which all of the following have occurred: (a) the Court has granted final approval of the Settlement and entered judgment pursuant to California Rule of Court 3.769(h); and (b) the judgment has become final. A judgment is considered “final” when the Court’s approval of the Settlement is no longer subject to further judicial review and has not been materially modified, which occurs either: (i) sixty-one (61) days after the entry of the final approval order if no objections are filed or any objections are overruled; or (ii) if an appeal is

1 filed, the day after the judgment is affirmed, or the appeal, review, or writ is dismissed or denied,
2 and the judgment is no longer subject to further review.

3 11. The Court finds that a Service Award in the amount of \$7,500.00 to the named
4 Plaintiff is appropriate for Plaintiff's risks undertaken and service to the Settlement Class. The
5 Court finds that this payment is fair, reasonable, and adequate, and orders that the Settlement
6 Administrator make this payment in accordance with the terms of the Settlement.

7 12. The Court finds that attorneys' fees in the amount of \$933,333.33 and litigation
8 costs of \$46,704.29 for Class Counsel are fair, reasonable, and adequate in light of the common
9 fund created by the Settlement, and orders that the Settlement Administrator distribute these
10 payments to Class Counsel in accordance with the terms of the Settlement.

11 13. The Court orders that the Settlement Administrator shall be paid \$16,990.00 from
12 the MSA in accordance with the terms of the Settlement, for all work performed and to be
13 performed until the completion of this matter. The Court finds this amount appropriate.

14 14. The Court finds that the \$100,000.00 designated for civil penalties under the
15 Private Attorneys General Act, Labor Code § 2698 *et seq.* ("PAGA"), is fair, reasonable, and
16 adequate. Of this amount, 75% (\$75,000.00) will be paid to the California Labor and Workforce
17 Development Agency ("LWDA"), and 25% (\$25,000.00) will be distributed to PAGA Employees
18 pursuant to Labor Code § 2699(i). "PAGA Employees" means all current and former non-exempt
19 employees of Defendant in California who worked during the PAGA Period. The PAGA Period
20 is defined as the time from April 20, 2022, through June 2, 2024. The Court directs the Settlement
21 Administrator to distribute these amounts in accordance with the terms of the Settlement.

22 15. The Court orders that all settlement checks shall be negotiable for 180 calendar
23 days from the date of issuance, and that any checks remaining uncashed after this period shall be
24 transferred to the California State Controller's Unclaimed Property Fund in the name of the
25 intended recipient.

26 16. Upon the Effective Date, Defendant as well as its parent, subsidiaries, assigns and
27 other related organizations ("Released Parties") shall be entitled to a release from the Plaintiff and
28 the Class Members who do not opt out, for all of the Released Claims, defined below, which

1 occurred during the Class Period. Plaintiff, and all other Participating Class Members including,
2 but not limited to, their heirs, executors, attorneys, agents, representatives, successors, and assigns
3 (“Releasing Parties”), shall and will release Defendant and the Released Parties from the Released
4 Claims. “Class Released Claims” means all wage and hour claims that were actually alleged or
5 that could have been alleged in the case titled *Ronald Figueroa v. Solar Turbines Incorporated*,
6 San Diego Superior Court Case Number 37-2023-00016512-CU-OE-CTL (the “Action”) by
7 Plaintiff based on the factual allegations contained in the Action, on behalf of the Class Members
8 for the entire Class Period, including but not limited to: (a) failure to pay all wages owed,
9 including sick pay, whether due to alleged off the clock work, rounding, failure to correctly
10 calculate the regular rate or any other theory of liability for the underpayment of the minimum
11 wage, overtime or sick time (b) failure to provide duty-free meal periods or pay premiums at the
12 regular rate of pay in lieu thereof; (c) waiting time penalties; (d) failure to provide accurate wage
13 statements; (e) unfair business practices; (f) claims for the attorney’s fees and costs incurred in
14 the prosecution of this Action on behalf of the Class Members; and (g) all claims that Plaintiff
15 and/or the Class Members may have against the Released Parties relating to: (1) the payment,
16 taxation, and allocation of attorney’s fees and costs to Class Counsel pursuant to this Settlement
17 Agreement; and (2) the payment, taxation, and allocation of Plaintiff’s Payment pursuant to this
18 Settlement Agreement. The release of the Class Released Claims shall be effective as to the entire
19 Class Period, defined above. It is the intent of the Parties that the Judgment entered by the Court
20 shall have full res judicata effect and be final and binding upon Plaintiff and the Participating
21 Class Members regarding the Class Released Claims.

22 17. Upon the Effective Date, Defendant and the other Released Parties shall be entitled
23 to a release from the Plaintiff, the LWDA, the state of California, and the PAGA Employees, but
24 not limited to, their heirs, executors, attorneys, agents, representatives, successors, and assigns
25 (“Releasing Parties”), shall and will release Defendant and the Released Parties for the “PAGA
26 Released Claims” which includes: (a) all PAGA penalty claims alleged in Plaintiff’s PAGA letter
27 as well as his First Amended Complaint, which seeks penalties under PAGA for alleged violations
28 of Labor Code sections 201–203, 204, 226, 226.7, 246, 510, 512, 558, 1174, 1182.12, 1194,

1 1194.2, 1197, 1198, 2699 *et seq.*, claims for violation of the provisions of the applicable Wage
2 Orders regarding minimum wage, overtime, meal periods, as well as allegations regarding the late
3 payment of wages during employment and of final wages, inaccurate wage statements, failure to
4 provide sick pay and/or pay it at the correct rate; (b) claims for the attorney's fees and costs
5 incurred in the prosecution of this Action on behalf of the PAGA Employees; (c) any other claims
6 for PAGA penalties that could have been pled based on the facts alleged in the Action; and (d) all
7 claims that Plaintiff, and/or the PAGA Employees may have against the Released Parties relating
8 to: (i) the payment, taxation, and allocation of attorney's fees and costs to Class Counsel pursuant
9 to this Settlement Agreement; and (ii) the payment, taxation, and allocation of PAGA Payments
10 pursuant to this Settlement Agreement. The Release Period shall be the designated and court
11 approved PAGA Period. The release of the PAGA Released Claims shall be effective as to the
12 entire PAGA Period defined above. It is the intent of the Parties that the Judgment entered by the
13 Court shall have full res judicata effect and be final and binding upon Plaintiff, the state of
14 California, the LWDA and the PAGA Employees regarding the PAGA Released Claims.

15 18. Pursuant to California Rule of Court 3.769(h), this Judgment shall constitute a final
16 judgment. The Court retains jurisdiction over the Parties to enforce the terms of the Settlement
17 Agreement, the Final Approval Order, and this Judgment. In accordance with Rule 3.769(h), this
18 Judgment includes a provision for continuing jurisdiction, and no order dismissing the Action
19 shall be entered concurrently with or after entry of judgment.

20 19. Plaintiff shall file a Final Accounting Report on or before April 1, 2026. ~~A Final~~
21 ~~Accounting Hearing is set for April 15, 2026, at 9.30 a.m.~~

22 **IT IS SO ORDERED.**

23
24 Dated: _____, 2025


Honorable Gregory W. Pollack
Judge of the Superior Court