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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]*

**DECLARATION OF ANDREW J.
ROWBOTHAM IN SUPPORT OF
PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT,
ATTORNEYS' FEES AND COSTS, AND
CLASS REPRESENTATIVE SERVICE
AWARD**

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

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

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I, Andrew J. Rowbotham, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for named Plaintiff Ronald Figueroa (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2014 graduate of Pepperdine University School of Law and was admitted to the California State Bar in December 2014. Since that time, I have practiced exclusively in the area of plaintiff's employment litigation. From October 2014 to May 2015, I worked as an associate at the Mesriani Law Group, an employment law firm in Santa Monica, California. The vast majority of my work focused on representing employees in wage and hour and wrongful termination actions. Although non-exhaustive, the type of work I performed included: conducting client intakes; performing pre-filing research and analysis; drafting complaints and letters to the Labor & Workforce Development Agency; attending court hearings; corresponding with opposing counsel; drafting and responding to written discovery; analyzing payroll and timekeeping records and employee handbooks; drafting complaints and mediation briefs; attending mediations; and drafting long-form settlement agreements.

3. Since April 2016, I have worked at my current firm, Haines Law Group, APC. I am currently involved with approximately fifty (50) active wage and hour class actions, including a number of “hybrid” actions asserting nationwide wage and hour claims under the Fair Labor Standards Act, as well as California-specific claims under Rule 23 of the Federal Rules of Civil Procedure.

4. The following is a non-exhaustive list of wage and hour class actions (which have been granted final approval) in which I have been named as Class Counsel:

- *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe, presiding;

- *Tapper v. Squad Security CA, Inc.*, Case No. BC607241, California Superior Court, County of Los Angeles, Honorable John Shepard Wiley Jr., presiding;
- *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman, presiding;
- *Mansilla v. Haeco Americas Line Services, LLC*, Case No. BC615310, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- *Rodriguez v. Mersen USA Oxnard-CA Inc.*, Case No. 56-2015-00471031-CU-OE-VTA, California Superior Court County of Ventura, Honorable Kent M. Kellegrew, presiding;
- *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Thierry Patrick Colaw presiding;
- *De Loera v. Pharmaceutic Litho & Label Company, Inc.*, Case No. 56-2016-00479931-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Kent M. Kellegrew presiding;
- *Ortiz v. Endologix, Inc.* Case No. 30-2016-00873893-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Delgado v. Pacific Coast Cabling, Inc.*, Case No. BC600419, Superior Court of California, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Valsabel v. Vintage Tile & Stone, Inc.*, Case No. 30-2016-00848602-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ramos v. Da/Pro Rubber, Inc.*, Case No. BC621297, Superior Court of California, County of Los Angeles, Honorable William F. Highberger presiding;
- *Lopez v. Bornt & Sons, Inc.*, Case No. ECU09820, Superior Court of California, County of Imperial, Honorable Jeffrey B. Jones presiding;

- *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ayala, et al., v. Dearden's*, Case No. BC679750, Superior Court of California, County of Los Angeles, Honorable Elihu M. Berle presiding;
- *Becerra v. All Valley Washer Service, Inc.*, Case No. BC663448, Superior Court of California, County of Los Angeles, Honorable Amy D. Hogue presiding;
- *Song, et al. v. Blendtec, Inc.*, Case No. STK-CV-VOE-2016-6272, Superior Court of California, County of San Joaquin, Honorable Roger Ross presiding;
- *Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson presiding;
- *Chairez v. B.E. McCarty, Inc.*, Case No. 56-2017-00503353-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Vincent O'Neill presiding;
- *Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an hourly rate of \$400 for work performed in 2018 and 2019);
- *Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$425 for work performed in 2018, 2019, and 2020);
- *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly rate of \$425 for work performed from 2017-2020);

- *Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed in 2019 and 2020);
- *Fishback v. J.D. Miller Construction Inc.*, Case No. CIVDS1906611, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Teeba v. Brill, Inc.*, Case No. CIVDS1923242, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$450 for work performed in 2020 and 2021);
- *Vides v. Celoseal Roofing, Inc.*, Case No. 30-2020-01162478-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$475 for work performed from 2020-2022);
- *Qawas v. Socal Framing, Inc.*, Case No. RIC1902588, Riverside County Superior Court, Honorable Sunshine S. Sykes, presiding (approving an hourly rate of \$475 for work performed from 2019-2022);
- *Nelson v. Santini Foods, Inc.*, Case No. RG21090890, Alameda County Superior Court, Honorable Evelio Grillo, presiding (approving an hourly rate of \$475 for work performed in 2021 and 2022);
- *Zuniga v. Sonar Inc.*, Case No. 30-2019-01117310-CU-OE-CXC, Orange County Superior Court, Honorable Peter Wilson, presiding (approving an hourly rate of \$575 for work performed from 2019-2023); and
- *Gonzalez v. Guardian Industries LLC*, Case No. 19CECG02134, Fresno County Superior Court, Honorable Jonathan M. Skiles, presiding (approving an hourly rate of \$575 for work performed from 2019-2023).

1 • *Sanchez v. Dutton Home Services, LLC*, Case No. 22STCV01834, Los Angeles
2 County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly
3 rate of \$575 for work performed from 2022-2023).

4 • *Ramirez v. Wyndham Vacation Ownership, Inc.*, Case No. 20CV01715, Santa Barbara
5 County Superior Court, Honorable James F. Rigali, presiding (approving an hourly
6 rate of \$650 for work performed from 2020-2024).

7 5. I have also been named as Class Counsel for the certified class following a
8 contested class certification motion in the following case:

9 • *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San
10 Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage
11 statement class).

12 6. In March 2023, I served as trial counsel for the plaintiff and the aggrieved
13 employees in the matter of *Abraham Taduran v. James R. Glidewell, Dental Ceramics, Inc. dba*
14 *Glidewell Laboratories*, Case No. 30-2017-00934037-CU-OE-CXC, Orange County Superior
15 Court, Honorable William Claster presiding, which was a case brought under the Private
16 Attorneys General Act, Labor Code §§ 2698 *et seq.*, that resulted in a six-figure verdict in favor
17 of the aggrieved employees.

18 7. In addition to the above cases, I also play a significant role in many of my firm's
19 current wage and hour class actions. The scope of my involvement includes but is not limited to:
20 corresponding with opposing counsel; attending court hearings; drafting and responding to
21 written discovery; preparing for and defending depositions; negotiating and drafting long-form
22 settlement agreements; attending mediations; and drafting motions for preliminary and final
23 approval.

24 8. Between 2020 and 2025, Thomson Reuters recognized me as a Top Young
25 Attorney in Southern California in the annual Rising Stars Edition of Super Lawyer. This is an
26 honor awarded to no more than two-and-a-half percent of attorneys under the age of forty in
27 Southern California each year.

1 9. A true and correct copy of the Court’s January 24, 2025, Preliminary Approval
2 Order is attached hereto as **Exhibit 1**. A true and correct copy of my firm’s cost records is attached
3 hereto as **Exhibit 2**. True and correct copies of the LWDA submission confirmations related to
4 Plaintiff’s motion is attached hereto as **Exhibit 3**. True and correct copies of Dr. J. Michael
5 DuMond’s expert invoices for this matter are attached hereto as **Exhibit 4**.

6 10. Defendant designs and manufactures industrial gas turbines for onshore and
7 offshore electrical power generation. Defendant’s union employees are members of the
8 International Association of Machinists and Aerospace Workers. Plaintiff was employed by
9 Defendant as a non-union “Welder” off and on beginning in approximately 2014. Plaintiff was
10 most recently rehired on August 7, 2017, and his last day of work was approximately January 18,
11 2023. Like all Class Members, Plaintiff was subject to Defendant’s wage and hour policies and
12 practices.

13 11. On April 20, 2023, Plaintiff filed the initial Complaint in this action, alleging that
14 Defendant: (i) failed to pay all overtime wages; (ii) failed to pay all minimum wages; (iii) failed
15 to provide all meal periods; (iv) failed to issue accurate, itemized wage statements; (v) failed to
16 pay all wages owed upon separation of employment; and (vi) violated California’s Unfair
17 Competition Law. On June 27, 2023, Plaintiff filed the operative First Amended Complaint,
18 adding a cause of action for civil penalties under PAGA.

19 12. Prior to reaching this proposed Settlement, Defendant provided Plaintiff with an
20 approximate 25% sample of electronic timekeeping records and payroll records for both union
21 and non-union employees, along with the relevant collective bargaining agreement (“CBA”) and
22 various meal and rest period policies in effect during the Class Period. With the assistance of his
23 retained expert, who holds a Ph.D. in labor economics, Plaintiff analyzed the data and created a
24 class-wide exposure model.

25 13. On March 15, 2024, the Parties participated in mediation with respected wage and
26 hour class action mediator Tripper Ortman, Esq. During mediation, the Parties exchanged
27 divergent views on Defendant’s liability, exposure, and underlying legal positions. With the help
28 of a mediator’s proposal from Mr. Ortman, the Parties were able to reach a class-wide resolution

of all claims. Over the following months, the Parties finalized the Settlement terms that were memorialized in the Joint Stipulation of Class Action and Private Attorney General Act Settlement and Release ("Settlement Agreement"), which the Court preliminarily approved on January 24, 2025. Plaintiff provided the LWDA with the Settlement Agreement along with all moving papers associated with the Motion for Preliminary Approval.

14. Defendant will pay a non-reversionary Maximum Settlement Amount ("MSA") of \$2,800,000.00. The Net Settlement Amount ("NSA") is the remainder after deducting Court-approved amounts for attorneys' fees (\$933,333.33), verified cost reimbursement (\$46,704.29), the Class Representative Service Award (\$7,500.00), settlement administration costs (\$16,990.00), and the entire amount designated as PAGA penalties (\$100,000.00). Based on these requested amounts, the NSA is \$1,695,472.38.

15. My firm's cost records reflect \$46,469.81 in out-of-pocket litigation expenses incurred to date. Plaintiff seeks reimbursement of a total of \$46,704.29, which includes an additional \$234.48 in reasonably anticipated future costs. These projected costs are associated with the filing and service of the Motion for Final Approval, which will be incurred following submission of this motion, as well as the cost of the Settlement Administrator's final accounting declaration, which will be prepared after disbursement of the Settlement proceeds and expiration of the check cashing deadline. These costs are both foreseeable and necessary to fully implement the terms of the Settlement and to complete the final approval process.

16. As detailed in Plaintiff's Motion for Preliminary Approval, Defendant contends that its timekeeping and rounding practices are neutral and operate in an even-handed way, which Defendant asserts is lawful under the ruling in *See's Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889. Further, Defendant argues that it maintains explicit policies that prohibit employees from working outside of scheduled hours without prior authorization and that its records support this policy. As a result, Defendant contends this claim is unmanageable, as it requires individualized inquiries into each employee's payroll records to determine whether the application of its rounding policy was facially neutral. Each of these inquiries would result in an unmanageable series of mini-trials. Additionally, Defendant argues that this claim (as it relates to

overtime violations) on behalf of union employees is completely preempted due to the applicable CBA and Labor Code § 514 (certain overtime provisions “do not apply to an employee covered by a valid collective bargaining agreement if the agreement expressly provides for the [1] wages, [2] hours of work, and [3] working conditions of the employees, and if the agreement provides [4] premium wage rates for all overtime hours worked and a [5] regular hourly rate of pay for those employees of not less than 30 percent more than the state minimum wage.” (numbering not in original)).

17. Defendant argues it maintains a legally-compliant written meal period policy, that it has always provided meal periods consistent with that policy, and that it is only required to “provide” the opportunity to take meal periods, not “ensure” meal periods are taken. Defendant further maintains that any meal period violations reflected in timekeeping records were the result of employee choice, not Defendant’s policies, thereby precluding liability. Defendant further contends that employees validly waived second meal periods on shifts over 10 hours. Defendant also argues individualized inquiries will be required to determine why meal periods are late, short, or missed, whether there was a valid waiver, and whether a premium was paid on each such shift, thereby precluding class certification of this claim. Additionally, as to union employees, Defendant argues that the applicable CBA included a clear and unmistakable waiver of Labor Code § 512’s meal period protections, thereby precluding liability for this claim.

18. In response to Plaintiff’s claim that Defendant failed to correctly include the value of non-discretionary shift differentials for working the second and third shift as well as weekly “recognition bonuses” for working 7 days a week when calculating the employees’ respective regular rates of pay for sick pay purposes, Defendant contends that this additional compensation was completely discretionary and based on various and changing criteria. As a result, Defendant asserts that this claim is unmanageable, as it requires individualized inquiries into each payment to determine the terms by which each bonus could be earned, whether each employee met those terms, whether the communication of the bonus to employees meets the criteria necessary for a non-discretionary payment, and whether there was actually any underpayment of sick pay on any given week due to the bonus. Each of these steps would result in an unmanageable series of mini-

1 trials. Additionally, even if sick wages were underpaid, Defendant argues that Labor Code
2 § 246(l)(1) does not include a standalone cause of action.

3 19. For Plaintiff's derivative claims for wage statement, waiting time, and PAGA
4 penalties, Defendant argues that these claims fail if the underlying claims fail. Defendant also
5 asserts that Plaintiff cannot establish that the alleged wage statement violations were "knowing
6 and intentional", or that employees "suffered injury", as required for wage statement penalties.
7 Additionally, Defendant contends that its good faith defenses to Plaintiff's claims preclude
8 waiting time penalties, which require a "willful" failure to pay wages, and that the Court would
9 likely exercise its discretion to substantially reduce any PAGA penalties awarded.

10 20. My firm seeks \$933,333.33, representing one-third of the MSA, consistent with
11 *Laffitte* and prevailing class action practices. This is also consistent with my firm's experience in
12 similar wage-and-hour class action matters. My firm's efforts include conducting a pre-filing
13 investigation, retaining an expert and analyzing Plaintiff's claims, conducting legal research and
14 analysis, reviewing documents and data produced by Defendant, building a comprehensive
15 damages model, preparing for and attending mediation, negotiating and preparing the
16 Memorandum of Understanding, long-form Settlement Agreement, and Class Notice documents,
17 preparing the Motions for Preliminary and Final Approval, overseeing the Notice process, and
18 otherwise litigating the case. My firm will also expend future attorney time attending the hearing
19 on this Motion, overseeing the disbursement process, and reviewing and filing the Settlement
20 Administrator's final accounting declaration with the Court, among other tasks.

21 21. My firm incurred and respectfully requests reimbursement of \$46,704.29 in actual
22 litigation costs, which is significantly less than the \$60,000.00 amount preliminarily approved by
23 the Court in the Settlement Agreement. My firm retained Dr. J. Michael DuMond, Ph.D., of
24 Berkeley Research Group, to perform expert analyses in support of Plaintiff's claims, including
25 the evaluation of classwide damages exposure.

26 22. Plaintiff also requests that the Court approve \$16,990.00 in administration costs to
27 Apex Class Action, LLC, the Court-appointed Settlement Administrator. Apex performed all
28 essential duties required to administer the Settlement and implement the Court-approved Notice

process. Specifically, Apex verified and updated mailing addresses based on the class data provided by Defendant, formatted and mailed Notice Packets to all 1,792 Class Members, calculated each Individual Settlement Payment, and provided the Parties with regular status updates throughout the notice period. Apex also performed additional administrative tasks necessary to effectuate the Settlement, including handling skip tracing, exclusion tracking, and dispute resolution procedures.

23. Plaintiff seeks a Class Representative Service Award of \$7,500.00, which is reasonable given his substantial efforts in this case, the risks he undertook on behalf of the Settlement Class, and his agreement to a general release of claims, including a waiver of California Civil Code § 1542. Plaintiff's contributions to this case were extensive. Specifically, Plaintiff provided factual information and documents to attorneys at my firm, identified potential witnesses, participated in multiple meetings with attorneys at my firm to discuss the claims and theories at issue in the litigation, spent a significant amount of time communicating with Defendant's employees both before and after the mediation, and made himself available the entire day of mediation to help resolve factual disputes. Additionally, Plaintiff undertook significant risks by agreeing to serve as the named plaintiff in this case (as potential employers can now search his name and determine he has previously sued an employer), and he agreed to a general release of all claims subject to a waiver of California Civil Code § 1542, which is a broader general release than what other Class Members provided. Plaintiff spent at least 25 hours performing these duties for the Settlement Class. Plaintiff's participation directly benefited the Settlement Class, as they would not be receiving compensation absent his decision to pursue these claims.

24. I confirm that I do not have any interest or involvement in, and am not affiliated with the settlement administrator, Apex Class Action, LLC.

I declare under penalty of perjury under the laws of California and the United States that the foregoing is true and correct. Executed on May 7, 2025, at El Segundo, California.



Andrew J. Rowbotham

EXHIBIT 1

RECEIVED
December 30, 2024

FILED
Clerk of the Superior Court

JAN 24 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] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: January 24, 2025
Time: 9:30 a.m.
Dept.: C-71

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

~~[PROPOSED]~~ ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT

1 This matter, having come before the Honorable Gregory W. Pollack of the Superior Court
2 of the State of California, in and for the County San Diego, on January 24, 2025 at 9:30 a.m. for
3 the motion by Plaintiff Ronald Figueroa ("Plaintiff") for preliminary approval of the class and
4 PAGA settlement with Defendant Solar Turbines Incorporated ("Defendant"). The Court, having
5 considered the briefs, argument of counsel and all matters presented to the Court and good cause
6 appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of the Class Action
7 and PAGA Settlement.

8 **IT IS HEREBY ORDERED:**

9 The Court preliminarily approves the Class Action and PAGA Settlement Agreement
10 ("Agreement") attached as Exhibit 1 to the Declaration of Andrew J. Rowbotham in Support of
11 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This is based on the
12 Court's determination that the Settlement set forth in the Agreement is within the range of
13 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
14 Procedure and California Rules of Court, rule 3.769.

15 This Order incorporates by reference the definitions in the Agreement, and all terms
16 defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 The Gross Settlement Amount is Two Million Eight Hundred Thousand Dollars
18 (\$2,800,000). It appears to the Court on a preliminary basis that the settlement amount and terms
19 are fair, adequate and reasonable as to all potential Class Members when balanced against the
20 probable outcome of further litigation and the significant risks relating to certification, liability
21 and damages issues. It further appears that investigation and research have been conducted such
22 that counsel for the Parties are able to reasonably evaluate their respective positions. It further
23 appears to the Court that settlement at this time will avoid substantial additional costs by all
24 Parties, as well as avoid the delay and risks that would be presented by the further prosecution
25 of the Action. It further appears that the Settlement has been reached as the result of serious and
26 non-collusive, arms-length negotiations. The Court therefore preliminarily finds that the
27 Settlement is fair, adequate, and reasonable when balanced against the probable outcome of
28 further litigation and the significant risks relating to certification, liability, and damages issues.

1 The Agreement specifies for an attorneys' fees award not to exceed one-third of the Gross
2 Settlement Amount, an award of litigation expenses incurred, not to exceed \$60,000, and
3 proposed Class Representative Service Payment to Plaintiff in an amount not to exceed \$7,500
4 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any
5 service award, until the Final Approval Hearing.

6 The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
7 a class for settlement purposes only. This stipulation will not be deemed admissible in this or
8 any other proceeding should this Settlement not become final. For settlement purposes only, the
9 Court conditionally certifies the following Class: "all current and former non-exempt employees
10 of Defendant in California who worked during the Class Period." The Class Period is February
11 3, 2022 through June 2, 2024 (the "Class Period").

12 The Court concludes that, for settlement purposes only, the Class meets the requirements
13 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class
14 is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b)
15 common questions of law and fact predominate, and there is a well-defined community of
16 interest amongst the members of the Class with respect to the subject matter of the litigation; (c)
17 the claims of the Plaintiff are typical of the claims of the members of the Class; (d) the Plaintiff
18 can fairly and adequately protect the interests of the members of the Class; (e) a class action is
19 superior to other available methods for the efficient resolution of this controversy; and (f) counsel
20 for the Class is qualified to act as counsel for the Class and the Plaintiff are adequate
21 representatives of the Class.

22 The Court provisionally appoints Plaintiff as the representatives of the Class. The Court
23 provisionally appoints Fletcher Schmidt and Andrew Rowbotham of Haines Law Group, APC
24 as Class Counsel for the Class.

25 The Court hereby approves, as to form and content, the Court Approved Notice of
26 Proposed Settlement of Class Action and Hearing Date for Final Court Approval ("Class
27 Notice") attached to the Agreement as Exhibit A. The Court finds that the Class Notice appears
28 to fully and accurately inform the Class of all material elements of the proposed Settlement, of

1 the Class Members' right to be excluded from the Class by submitting a written opt-out request,
2 and of each Class Member's right and opportunity to object to the Settlement. The Court further
3 finds that the distribution of the Class Notice substantially in the manner and form set forth in
4 the Agreement and this Order meets the requirements of due process, is the best notice
5 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
6 entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to
7 the terms set forth in the Agreement.

8 The Court hereby appoints Apex as Administrator. No later than ten (10) business days
9 after preliminary approval of the Settlement by the Court, Defendant shall provide to the
10 Administrator an electronic spreadsheet with the Class Data. The Administrator will perform
11 address updates and verifications as necessary prior to the mailing of the Class Notice. Using
12 best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the
13 Class Data, the Administrator will mail the Class Notice Packets to all Class Members via first-
14 class U.S. Mail. Before mailing Class Notices, the Administrator shall update Class Member
15 addresses using the National Change of Address database.

16 The Court hereby preliminarily approves the proposed procedure for exclusion from the
17 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
18 Class as provided in the Class Notice by following the instructions for requesting exclusion from
19 the Class that are set forth in the Class Notice. All Requests for Exclusion must be postmarked
20 by no later than the Response Deadline, which is sixty (60) calendar days after the date of the
21 mailing of the Class Notice and be received by the Administrator. If the Class Notice Packet is
22 re-mailed, the Response Deadline will be extended an additional 14 days. Any such person who
23 chooses to opt out of and be excluded from the Class will not be entitled to any recovery under
24 the Settlement and will not be bound by the class portion of the Settlement or have any right to
25 object, appeal or comment thereon. Class Members who have not requested exclusion shall be
26 bound by all determinations of the Court, the Agreement and the Judgment. A Request for
27 Exclusion may only opt out that particular individual, and any attempt to effect an opt out of a
28 group, class, or subclass of individuals is not permitted and will be deemed invalid. Subject to

1 the Court's final approval of the Settlement, the Aggrieved Employees will be paid their
2 allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA
3 Claims in the Agreement regardless of their Request for Exclusion as there is no right for
4 Aggrieved Employees to opt of the settlement of the PAGA claims.

5 Any Class Member who has not opted out ("Participating Class Member") may appear
6 at the final approval hearing and may object or express the Member's views regarding the
7 Settlement and may present evidence and file briefs or other papers that may be proper and
8 relevant to the issues to be heard and determined by the Court as provided in the Notice.
9 Participating Class Members will have until the Response Deadline, which is sixty (60) calendar
10 days from the date of the mailing of the Class Notices, to submit their written objections to the
11 Administrator in accordance with the instructions in the Class Notice. If the Class Notice Packet
12 is re-mailed, the Response Deadline for written objections will be extended an additional 14
13 days. Alternatively, Participating Class Members may appear at the Final Approval Hearing to
14 make an oral objection.

15 A Final Approval Hearing shall be held before this Court on
16 May 30, 2025, at 9:30 a.m. / p.m. in Department 71 at the San Diego
17 County Superior Court to determine all necessary matters concerning the Settlement, including:
18 whether the proposed settlement of the Action on the terms and conditions provided for in the
19 Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether
20 the Final Approval Order and Judgment should be entered herein; whether the plan of allocation
21 contained in the Agreement should be approved as fair, adequate and reasonable to the Class
22 Members; and to finally approve attorneys' fees and costs, the service awards, and the expenses
23 of the Administrator. All papers in support of the motion for final approval and for attorneys'
24 fees, costs and service awards, to be heard at the Final Approval Hearing, shall be filed with the
25 Court and served on all counsel no later than sixteen (16) court days before the hearing.

26 Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
27 shall be construed as a concession or admission by Defendant in any way that the claims asserted
28 have any merit or that this Action was properly brought as a class or representative action, and

1 shall not be used as evidence of, or used against Defendant as, an admission or indication in any
2 way, including with respect to any claim of any liability, wrongdoing, fault or omission by
3 Defendant or with respect to the truth of any allegation asserted by any person. Whether or not
4 the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement,
5 proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any
6 event be construed as, offered or admitted in evidence as, received as or deemed to be evidence
7 for any purpose adverse to the Defendant, including, but not limited to, evidence of a
8 presumption, concession, indication or admission by Defendant of any liability, fault,
9 wrongdoing, omission, concession or damage.

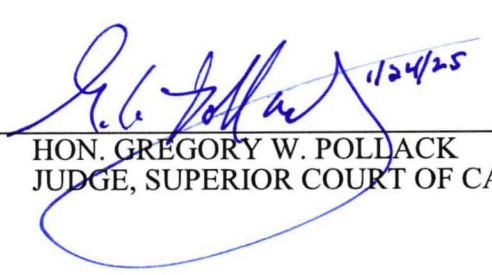
10 In the event the Settlement does not become effective in accordance with the terms of the
11 Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
12 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
13 and the Parties shall revert to their respective positions as of before entering into the Agreement,
14 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
15 including all available defenses and affirmative defenses, and arguments that any claim in the
16 Action could not be certified as a class action and/or managed as a representative action. In such
17 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
18 referred to in litigation for any purpose.

19 The Court reserves the right to adjourn or continue the date of the final approval hearing
20 and all dates provided for in the Agreement without further notice to Class Members and retains
21 jurisdiction to consider all further applications arising out of or connected with the proposed
22 Settlement.

23 The Action is stayed and all trial and related pre-trial dates are vacated, subject to further
24 orders of the Court at the Final Approval Hearing.

25 **IT IS SO ORDERED.**

26
27 Dated: _____

28  1/24/25

HON. GREGORY W. POLLACK
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT 2

Ronald Figueroa v. Solar Turbines Incorporated

			<u>Qty/Price</u>	<u>Amount</u>
3/31/2023	ALL	Postage for March, 2023.	1 13.70	13.70
	ALL	Copying cost for March, 2023.	22 0.25	5.50
4/30/2023	ALL	Postage for April, 2023.	1 7.09	7.09
	ALL	Copying cost for April, 2023.	11 0.25	2.75
	IDLC	Pacer expense for April, 2023.	1 9.80	9.80
4/21/2023	IDLC	One legal's filing for: Complaint, Civil case cover sheet, Original summons Order #: [REDACTED]	1 1,490.66	1,490.66
4/28/2023	IDLC	One legal's filing fee for: Notice of jury fee deposit. Order #: [REDACTED]	1 167.76	167.76
5/4/2023	IDLC	First legal's service fee for: Service of summons and complaint. Order #: [REDACTED] Process - Branch 3 days Base charge + PDF/Ship + Fuel charge	1 178.08	178.08
5/18/2023	IDLC	One legal's filing fee for: Proof of service of summons and complaint - unnamed occupants. Order #: [REDACTED]	1 13.33	13.33
6/30/2023	ALL	Copying cost for June, 2023.	20 0.25	5.00

			Qty/Price	Amount
4/20/2023	IDLC	Filing fee for LWDA. Order Number: [REDACTED]	1 75.00	75.00
8/9/2023	IDLC	Ortman mediation fee for March 15, 2024 mediation. Invoice #: [REDACTED]	1 13,000.00	13,000.00
8/31/2023	ALL	Copying cost for August, 2023.	2 0.25	0.50
8/17/2023	IDLC	First legal's filing fee for: Stipulation - Other - Fee due, Proof of service. Order #: [REDACTED]	1 33.92	33.92
9/18/2023	IDLC	FedEx for August, 2023.	1 8.35	8.35
7/3/2023	IDLC	One legal's filing fee for: Amended complaint, Proof of service Order #: [REDACTED]	1 13.33	13.33
10/31/2023	IDLC	FedEx for October 2023.	1 8.35	8.35
2/29/2024	PKH	Expert fee. Services rendered through February 29, 2024. BRG Invoice # [REDACTED]	1 5,652.50	5,652.50
3/31/2024	ALL	Westlaw cost for March, 2024.	1 25.80	25.80
4/8/2024	PKH	BRG expert fee for services through March 31, 2024. Invoice #: [REDACTED]	1 25,331.50	25,331.50
4/23/2024	IDLC	Pacer expense for March, 2024.	1 4.10	4.10
4/30/2024	ALL	Copying cost for April, 2024.	3 0.25	0.75
4/26/2024	IDLC	First legal's filing fee for: Joint Notice of Settlement and Stipulation to Vacate Case Management Conference and Set Preliminary Approval Hearing ; [Proposed] Order;Proof of Service. Order #: [REDACTED] Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge	1 35.75	35.75
9/17/2024	IDLC	First legal's service fee for: JOINT STIPULATION TO CONTINUE HEARING;PROOF OF SERVICE CC TO DEPT C-71. Order #: [REDACTED] PDF Courtesy Delivery Base charge	1 35.00	35.00

			<u>Qty/Price</u>	<u>Amount</u>
9/17/2024	IDLC	One legal's Filing fee for: Proof of Service, Stipulation - Fee Due Order #: [REDACTED]	1 39.58	39.58
	ALL	First legal's filing fee for: Joint Stipulation to Continue Preliminary Approval Hearing Date; [Proposed] Order; Proof of Service. Order #: [REDACTED] Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge	1 36.50	36.50
1/2/2025	ML	First Legal's service fee for courtesy copy of motion courtesy delivery to department C-71 Deliver Courtesy Copy Order #: [REDACTED]	1 86.25	86.25
	ML	First legal's service fee for Deliver CC's to dept. C-71 Order #: [REDACTED]	1 86.25	86.25
1/10/2025	ML	One Legal's Filing fee for Motion, Proposed order, declaration, declaration, declaration, declaration, proof of service Order #: [REDACTED]	1 84.36	84.36
1/30/2025	ML	San Diego Superior Court Document purchase fee for: Order. Document Order #: [REDACTED]	1 5.40	5.40
9/18/2024	ML	First Legal's Filing fee for Notice of Continuance of Hearing on Motion for Preliminary Approval of Class Action Settlement; Proof of Service Order #: [REDACTED]	1 12.95	12.95
Total Costs				\$46,469.81

EXHIBIT 3

EXHIBIT 4



Paul Haines, esq.
Haines Law Group
2155 Campus Drive, Suite 180
El Segundo, CA 90245

March 8, 2024
Client-Matter: [REDACTED]
Invoice #: [REDACTED]
Tax ID #: [REDACTED]

Via Email: phaines@haineslawgroup.com

RE: Figueroa v. Solar Turbines

Services Rendered Through February 29, 2024

Professional Services	\$ 5,652.50	USD
CURRENT CHARGES	\$ 5,652.50	USD

PAYMENT IS DUE BY April 7, 2024

Please direct questions regarding this invoice to: Jon M. DuMond at [REDACTED] or [REDACTED].

Please remit wire/ACH payment to:

Bank Name: [REDACTED]
SWIFT: [REDACTED]
ABA #: [REDACTED]
Account Name: BERKELEY RESEARCH GROUP, LLC
Account #: [REDACTED]
Reference: [REDACTED]

Please send remittance advice details to:
[REDACTED]@thinkbrg.com

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC

Please remit express/overnight payment to:

[REDACTED]



To: Paul Haines, esq.
c/o: Haines Law Group
RE: Figueroa v. Solar Turbines

Page 2 of 3
Invoice # [REDACTED]
Client-Matter: [REDACTED]

Services Rendered Through February 29, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director Jon M. DuMond	675.00	1.90	1,282.50
Senior Managing Consultant Robert Schmalfuss	460.00	9.50	4,370.00
Total Professional Services		11.40	5,652.50



To: Paul Haines, esq.
c/o: Haines Law Group
RE: Figueroa v. Solar Turbines

Page 3 of 3
Invoice # [REDACTED]
Client-Matter: [REDACTED]

Services Rendered Through February 29, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
02/28/24	Robert Schmalfuss	Reviewing and loading data.	3.00
02/29/24	Jon M. DuMond	Review data; case discussions.	1.90
02/29/24	Robert Schmalfuss	Reviewing and loading data.	6.50
Professional Services			11.40



Paul Haines, esq.
Haines Law Group
2155 Campus Drive, Suite 180
El Segundo, CA 90245

April 8, 2024
Client-Matter [REDACTED]
Invoice #: [REDACTED]
Tax ID #: [REDACTED]

Via Email: phaines@haineslawgroup.com

RE: Figueroa v. Solar Turbines

Services Rendered Through March 31, 2024

Professional Services	\$ 25,331.50	USD
CURRENT CHARGES	\$ 25,331.50	USD

PAYMENT IS DUE BY May 8, 2024

Please direct questions regarding this invoice to: Jon M. DuMond at [REDACTED] or [REDACTED].

OTHER OUTSTANDING INVOICES AS OF TODAY

Invoice # [REDACTED] - Dated 03/08/24	5,652.50	Due Date: 04/07/24	PAST DUE
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Please remit wire/ACH payment to:

Bank Name: [REDACTED]
SWIFT: [REDACTED]
ABA #: [REDACTED]
Account Name: BERKELEY RESEARCH GROUP, LLC
Account #: [REDACTED]
Reference: [REDACTED]

Please send remittance advice details to:
[REDACTED]@thinkbrg.com

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC

[REDACTED]

Please remit express/overnight payment to:

[REDACTED]

cc:

Andrea Parashos
Via Email: adparashos@haineslawgroup.com



To: Paul Haines, esq.
c/o: Haines Law Group
RE: Figueroa v. Solar Turbines

Page 2 of 3
Invoice # [REDACTED]
Client-Matter: [REDACTED]

Services Rendered Through March 31, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director			
Jon M. DuMond	675.00	2.50	1,687.50
Senior Managing Consultant			
Brooke Dinwiddie	460.00	3.00	1,380.00
Robert Schmalfuss	460.00	48.40	22,264.00
Total Professional Services		53.90	25,331.50



To: Paul Haines, esq.
c/o: Haines Law Group
RE: Figueroa v. Solar Turbines

Page 3 of 3
Invoice # [REDACTED]
Client-Matter: [REDACTED]

Services Rendered Through March 31, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
03/01/24	Robert Schmalfuss	Building analysis base.	5.00
03/04/24	Robert Schmalfuss	Building analysis base.	5.80
03/05/24	Robert Schmalfuss	Building analysis program.	7.00
03/06/24	Brooke Dinwiddie	Reviewed analyses.	0.90
03/06/24	Robert Schmalfuss	Running analysis.	10.00
03/07/24	Brooke Dinwiddie	Reviewed analyses.	2.10
03/07/24	Robert Schmalfuss	Updating analysis.	2.10
03/12/24	Jon M. DuMond	Review analyses, case discussions.	1.50
03/12/24	Robert Schmalfuss	Updating analyses.	5.00
03/13/24	Jon M. DuMond	Review analyses; case discussions.	1.00
03/13/24	Robert Schmalfuss	Updating analysis.	2.50
03/14/24	Robert Schmalfuss	Updating analysis.	11.00

Professional Services

53.90