

By Gricelda Evans, Deputy

FILED
KERN COUNTY
MAR 26 2024

BY _____ DEPUTY

ENDORSED

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8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF KERN
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11 SELVIN RAMIREZ BATRES, on behalf of
himself and all aggrieved employees,

12 Plaintiff,

13 v.

14 LEE MECHANICAL CONTRACTORS, INC.,
and DOES 1 to 100,

15 Defendants.
16

) NO. BCV-23-102686

) Assigned to Hon. Thomas S. Clark, Dept. 17

) ~~PROPOSED~~ ORDER APPROVING PAGA
) SETTLEMENT AND ENTERING
) JUDGMENT

[PROPOSED] ORDER AND JUDGMENT

The Court, having read and considered Plaintiff SELVIN RAMIREZ BATRES ("Plaintiff") and Defendant LEE MECHANICAL CONTRACTORS, INC.'s ("Defendant") Stipulation to Approve PAGA Settlement ("Stipulation") and Declaration of Adam Rose in support of the Stipulation and the PAGA Settlement Agreement attached thereto ("Settlement" or "Settlement Agreement"), and GOOD CAUSE appearing therefore, HEREBY ORDERS as follows:

1. The Stipulation is GRANTED.¹
2. The Court grants approval of the Parties' Settlement Agreement.²
3. The Court hereby enters Judgment in accordance with the terms of the Settlement Agreement and this Order and Judgment. Upon entry of this Order and Judgment, the Parties shall effectuate and carry out the terms of the Settlement Agreement.
4. The Named Plaintiff and the State of California, including the LWDA and related state agencies, are bound by this Order and Judgment.
5. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and their attorneys were able to reasonably evaluate their respective positions in reaching the Settlement.
6. The Court finds that the Settlement constitutes a fair, adequate, and reasonable compromise of the State of California's and Aggrieved Employees' PAGA claims and will avoid additional and potentially substantial litigation costs, as well as the delay and risks inherent in continued litigation. After considering the monetary recovery for claimed civil penalties provided

¹ The Court finds that it has Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve the Settlement Agreement.

² A copy of the Settlement Agreement between Plaintiff and Defendant (the "Parties") is attached to the Declaration of Adam Rose in Support of the Stipulation as **Exhibit 1** and is made a part of this Order and Judgment. All capitalized terms used in this order have the same meaning, force and effect as set forth in the Settlement Agreement.

1 as part of the Settlement in light of the challenges posed by continued litigation, and Court
2 concludes that PAGA Counsel secured significant relief for the State and Aggrieved Employees.

3 7. PAGA Counsel provided notice of the Settlement to the LWDA. The LWDA did not
4 take action in response to that submission as of the date of this Order. The Court finds that PAGA
5 Counsel provided adequate notice to the California Labor and Workforce Development Agency
6 ("LWDA") in accordance with California Labor Code Section 2699(1)(2).

7 8. The Court hereby approves the terms set forth in the Settlement Agreement and
8 finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent and compliant
9 with all applicable requirements of the California Code of Civil Procedure, the California and
10 United States Constitutions, including the Due Process clauses, the California Rules of Court, and
11 any other applicable law, and in the best interests of each of the State and the Aggrieved
12 Employees.

13 9. The Court finds and determines that the individual Aggrieved Employees' Payments
14 to be paid to the PAGA Settlement Members as provided for by the Settlement Agreement as their
15 share of civil penalties in this case are fair and reasonable and consistent with PAGA's
16 requirements for allocation of penalties. The Court hereby approves and orders the payment of
17 those amounts be made to the Aggrieved Employees in accordance with the Settlement
18 Agreement.³

19 10. The Court finds and determines that the LWDA Payment is fair, reasonable, and
20 appropriate under PAGA's requirements. The Court hereby approves and orders the LWDA
21 Payment be made to the LWDA in accordance with the Settlement Agreement.

22 11. Pursuant to the terms of the Settlement Agreement and the evidence submitted by
23 PAGA Counsel, the Court approves PAGA Counsel's request for attorneys' fees in the amount of

24 ³ The Court finds that the PAGA Notice to be disseminated with the individual PAGA Settlement Member
25 Payments, attached as **Exhibit A** to the Stipulation to Approve PAGA Settlement, fairly and appropriately
26 informs the Aggrieved Employees of the results of this Action and the terms of the Settlement Agreement.
The Court approves of the Notice and orders the dissemination of the PAGA Notice to the Aggrieved
27 Employees, to be mailed with their individual Aggrieved Employee Payments.

1 one-third of the Gross Settlement Amount, or \$3,333.33, as fair, reasonable and appropriate. The
2 Court hereby orders Defendant to make this payment to PAGA Counsel from the Gross Settlement
3 Amount in accordance with the terms of the Settlement Agreement.

4 12. Pursuant to the terms of the Settlement Agreement, and the evidence and argument
5 submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request for reimbursement
6 of actual and incurred litigation costs in the amount of \$350.00. The Court finds this amount to be
7 fair and reasonable. The Court hereby orders Defendant to make this payment to Plaintiff's Counsel
8 from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

9 13. Upon completion of administration of the Settlement as set forth below, Named
10 Plaintiff and the State of California, including the LWDA and related state agencies, release the
11 Defendant, and its officers, directors, employees and agents from all claims for civil penalties
12 under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in
13 the operative Complaint and PAGA Letter, including, claims for penalties under PAGA arising out
14 of Labor Code Sections 1194, 1197, 1197.1, 2699, 510, 558, 512, 226.7, 226, and 226.3 from May
15 30, 2022 through January 22, 2024.

16 14. The Settlement Agreement is not an admission by Defendant, nor is this Order and
17 Judgment a finding of validity of any allegations by Plaintiff or of any Labor Code violations or
18 other wrongdoing by Defendant or any other Released Party. Neither this Order and Judgment, the
19 Settlement Agreement, or any other documents referred to herein, nor any action taken to carry out
20 the Settlement Agreement, may be construed as, or may be used as, an admission of any violations,
21 fault, wrongdoing, omission, or liability whatsoever by or against Defendant or other Released
22 Party.

23 15. Without affecting the finality of this Order or the Entry of Judgment in any way, the
24 Court retains jurisdiction of all matters relating to the interpretation, administration,
25 implementation, effectuation, and enforcement of this Order and the Settlement.

26 16. Nothing in this order shall preclude any action to enforce the Parties' obligations
27 under the Settlement or under this Order, including the requirement that Defendant fund the Gross
28 Settlement Amount in accordance with the Settlement. The Parties will bear their own costs and

1 attorneys' fees except as otherwise provided by this Court's Order and Judgment and as provided
2 for in the Settlement Agreement.

3 17. Plaintiff's Counsel is ordered to provide the LWDA with an electronic copy of this
4 Order and Judgment within ten (10) calendar days after the Court's entry of this Order.

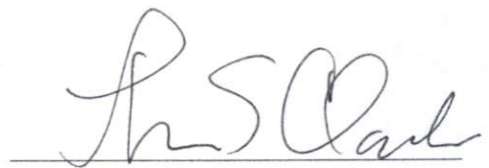
5 18. Upon completion of administration of the Settlement, Defendant will provide
6 written certification of such completion to the Court and PAGA Counsel that shall be filed with the
7 Court five (5) court days before the ~~non-appearance~~ compliance hearing set for 7-24-
8 2024 at 8³⁰ a.m. in Department 17 of the above-captioned Court.

9 19. Upon completion of administration of the Settlement, and once written certification
10 of such completion of such completion has been provided to the Court, the claims of Plaintiff
11 individually and the representative claims as a proxy/agent for the State of California and the
12 LWDA shall be dismissed with prejudice.

13 20. Neither this Order and Judgment, this dismissal, nor the Release of Claims in
14 Paragraphs 5.1 or 5.2 in the Settlement Agreement serves to bar or otherwise affects the ability of
15 any Aggrieved Employee to bring individual, non-representative claims against Defendant for
16 alleged violations of the Labor Code.

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19 IT IS SO ORDERED, ADJUDGED AND DECREED.

20 Date: 3-26-24



HON. THOMAS S. CLARK

Hon. Judge of the Superior Court