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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE
(UNLIMITED JURISDICTION)

CHRISTIAN MATTHEW MARTINEZ, JOEL SUAREZ, and HUGO GAMEZ, as aggrieved employees and on behalf of all other aggrieved employees under the Labor Code Private Attorney’s General Act of 2004,

Plaintiffs,

v.

BUILDER SERVICES GROUP, INC., dba TRUTEAM OF CALIFORNIA, a Florida Corporation; ERIK BRAND, an individual; JEFFREY UTEGG, an individual; and DOES 1 through 100, inclusive,

Defendants.

Case No. CVRI2305906

**[PROPOSED] ORDER AND
JUDGMENT APPROVING PAGA
SETTLEMENT AGREEMENT**

1 Having considered the Parties' PAGA Settlement Agreement ("Agreement" or "PAGA
2 Settlement"), IT IS HEREBY ORDERED THAT:

3 1. To the extent required by Labor Code § 2699(l), the Settlement and its terms
4 represent a reasonable and adequate settlement of highly disputed claims to Hugo Gamez, Joel
5 Suarez, and Christian Matthew Martinez (hereafter collectively "Plaintiffs"), the "Aggrieved
6 Employees" (as the term is defined in the PAGA Settlement), the State of California, Plaintiffs'
counsel, and defendant Builder Services Group, Inc. ("Defendant"), and is approved.

7 2. Defendant shall pay the "Gross Settlement Amount" (as the term defined in the
8 Settlement) in the amount of \$2,445,000.00. The Gross Settlement Amount includes: (a) the
9 PAGA Counsel Fees Payment in the amount of \$815,000.00 and PAGA Counsel Litigation
10 Expenses Payment of \$50,000.00 to David Glenn Spivak and Caroline Tahmassian of The Spivak
11 Law Firm, Louis M. Benowitz of Benowitz Law Corporation, David Bibiyan and Vedang J. Patel
12 of Bibiyan Law Group, P.C., and Brian J. Mankin and Peter J. Carlson of Lauby, Mankin &
13 Lauby LLP as PAGA Counsel; (b) "PAGA Penalties" (as the term defined in the PAGA
14 Settlement) payable to the Aggrieved Employees and the Labor and Workforce Development
15 Agency ("LWDA"); and (c) Administration Expenses Payment of up to \$30,000.00 to Simpluris,
16 Inc. to administer the settlement, in accordance with the procedure as mentioned in the
Settlement.

17 3. The allocation of the Settlement payment among the Plaintiffs, the Aggrieved
18 Employees, the State of California, the Settlement Administrator and Plaintiffs' counsel is fair,
19 just, reasonable, adequate, and equitable to all concerned, and is approved to the extent required
20 under Labor Code§ 2699(l). The Court also approves as to form Exhibit A to the Settlement
21 Agreement, which the Settlement Administrator, Simpluris, shall include with all Individual
PAGA Payments.

22 4. The settlement is approved on the terms stated in the Agreement. Plaintiff has
23 filed all necessary paperwork to effectuate the settlement with the California Labor and
Workforce Development Agency.

24 5. Judgment in this matter is entered in accordance with, and incorporates by
25 reference, the terms and conditions of the Settlement. Instead of filing a request for dismissal to
26 terminate this action, this judgment will terminate the action and judgment will be issued in this
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1 case and it will be closed. In connection with judgment in this matter all claims against Erik
2 Brand and Jeffrey Utegg are dismissed with prejudice.

3 6. The PAGA Settlement is not an admission by Defendant, or any of the “Released
4 Parties” (as the term is defined in the Settlement), nor is this judgment a finding of the validity
5 of any allegations or of any wrongdoing by Defendant or the Released Parties. Neither this
6 judgment, the Agreement, nor any document referred to therein, nor any action taken to carry out
7 the PAGA Settlement, may be construed as, or may be used as, an admission of any fault,
8 wrongdoing, omission, concession, or liability whatsoever by or against Defendant or the
9 Released Parties.

10 7. The PAGA Settlement shall be binding on Plaintiffs, all Aggrieved Employees,
11 and the State of California, who are hereby barred from re-litigating any of the claims released
12 by the Settlement. For avoidance of doubt nothing herein precludes Defendant from filing the
13 Settlement Agreement or this order in any other matter to enforce the terms of the Settlement
14 against an Aggrieved Employee, including, for example, for *res judicata* or estoppel purposes.

15 8. The Court’s approval of the Settlement shall not be deemed a finding or
16 determination that any of Defendant’s policies or practices were unlawful in this Action or any
17 other action.

18 9. Pursuant to Code of Civil Procedure section 664.6 the Court shall retain exclusive
19 and continuing jurisdiction over the above-captioned action and the parties for purposes of
20 enforcing the terms of the PAGA Settlement.

21 10. The Court sets a Final Accounting (nonappearance) Hearing for _____,
22 _____ . The parties must file a report concerning the amount of money distributed and/or
23 uncashed by _____, _____.

24 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

25 _____
26 **DATE**

27 _____
28 **The Honorable Harold W. Hopp**
Superior Court Judge