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11 Attorneys for Plaintiff,
12 ZINFORIANO ARISTEO DELGADO ARIZMENDI on behalf of himself, all aggrieved
13 employees, and the State of California as a Private Attorneys General

14 *[Additional Counsel on Following Page]*

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF SAN DIEGO**

18 ZINFORIANO ARISTEO DELGADO
19 ARIZMENDI, an individual, on behalf of
himself, all aggrieved employees, and the
20 State of California as a Private Attorneys
General,

21 Plaintiff,

22 vs.

23
24
25 DIAMOND ENVIRONMENTAL
SERVICES, LP, a California limited
26 partnership and DOES 1-50, inclusive,

27 Defendant.
28

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

11/19/2024 4:57:39 PM

Clerk of the Superior Court
By C. Hines ,Deputy Clerk

Case No. 37-2023-00051655-CU-OE-CTL

**~~PROPOSED~~ ORDER APPROVING
SETTLEMENT AGREEMENT AND
ENTERING FINAL JUDGMENT**

Judge: Hon. Richard S. Whitney
Dept.: C-68

Complaint filed: November 29, 2023

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1 The Court has before it a Joint Stipulation to Approve PAGA Representative Action
2 Settlement between Plaintiffs Zinforiano Aristeo Delgado Arizmendi and Wilfrido Sanchez
3 (“Plaintiffs”) and Defendant Diamond Environmental Services, LP (“Defendant”) (collectively, the
4 “Parties”) for approval of a settlement agreement pursuant to the Labor Code Private Attorneys
5 General Act of 2004 (“PAGA”), Cal. Lab. Code § 2698 *et seq.* The Court having considered all
6 papers filed and proceedings herein and otherwise being fully informed, and having made this
7 Judgment which constitutes a final adjudication of this matter on the merits, and good cause
8 appearing,

9 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

10 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall
11 have the same meaning as given in the PAGA Settlement Agreement (the “Settlement”).

12 2. The Labor Workforce and Development Agency (“LWDA”) has been given notice
13 of the Settlement. Pursuant to sections 2699(1)(2) and (1)(4) of the California Labor Code, on the
14 date the Parties filed with the Court the motion seeking approval of the Settlement, Plaintiffs
15 submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court
16 finds and determines that Plaintiffs’ notice of the Settlement complied with the statutory
17 requirements of PAGA.

18 3. The Court confirms approval of the Settlement as to the following group of
19 individuals, collectively referred to as “Aggrieved Employees”:

20 All current and former non-exempt or hourly paid employees who
21 worked for Defendant in the State of California at any time from
22 September 21, 2022, through the date the Court signs the order
approving the PAGA settlement (the “PAGA Release Period”).

23 4. This Court has jurisdiction over the subject matter of this litigation, overall
24 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
25 under the Settlement.

26 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
27 Accordingly, the Court hereby finally and unconditionally approves the Settlement.
28

1 6. The Court approves the Notice of Settlement (Exhibit A to the Settlement
2 Agreement) to be mailed to Aggrieved Employees.

3 7. The Court finds that each Settlement Group Member, in accordance with the
4 Settlement, releases the following “Released PAGA Claims” against Defendants and the other
5 Released Parties, as defined by the Settlement Agreement.

6 All Aggrieved Employees are deemed to release, on behalf of
7 themselves and their respective former and present representatives,
8 agents, attorneys, heirs, administrators, successors, and assigns, the
9 Released Parties from all claims for PAGA penalties that were
10 alleged, or reasonably could have been alleged, based on the PAGA
11 Period facts stated in the Operative Complaint and the PAGA
12 Notices, alleging Defendant is liable for violation of California Labor
13 Code Sections 200, 201-204, 210, 218, 218.5, 226, 226.7, 432, 510,
14 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5,
15 1199, 1770-1773.1, 2802, 6400, 6401, 6402, 6403, 6404, 6407, and
16 8 CCR 3202 (the “Released PAGA Claims”).

17 8. The Court finds that the Gross Settlement Amount, Net Settlement Amount, and the
18 methodology used to calculate and pay each Individual PAGA Payment, in accordance with the
19 Settlement, are fair and reasonable.

20 9. The Court authorizes the Settlement Administrator to calculate and pay the
21 Individual PAGA Payments, in accordance with the terms of the Settlement.

22 10. The Court awards the Settlement Administrator in this Action its fees and costs of
23 \$6,500.00, to be paid from the Gross Settlement Amount, in accordance with the terms of the
24 Settlement.

25 11. The Court awards to PAGA Counsel in this Action 35% of the Gross Settlement
26 Amount for their attorneys’ fees (\$75,077.80) and an additional \$17,202.20 in costs, to be paid
27 from the Gross Settlement Amount, in accordance with the terms of the Settlement.

28 12. The Court awards to each Plaintiff in this Action \$7,500, for a total of \$15,000, as
PAGA Representative Payments, to be paid from the Gross Settlement Amount, to compensate
them for initiating and pursuing the Action and undertaking the risk of liability for attorneys’ fees
and expenses in the event they were unsuccessful in the prosecution of the Action.

1 13. The Court approves the allocation and payment of \$100,728.00 (the "PAGA
2 Penalties") as for the compromise of claims brought under PAGA, to be paid in accordance with
3 the terms of the Settlement. Under the terms of the Settlement, 75% of the PAGA Penalties
4 (\$75,546.00) will be paid to the LWDA ("LWDA PAGA Payment"), and the remaining 25% of the
5 PAGA Penalties (\$25,182.00) shall be distributed to the Aggrieved Employees in accordance with
6 the terms of the Settlement.

7 14. Checks for the Individual PAGA Payments sent to Aggrieved Employees shall be
8 valid for 180 days after issuance. Funds remaining from any checks for Individual PAGA Payments
9 uncashed after 180 days will be transmitted to the California Controller's Unclaimed Property Fund
10 in the name of the Aggrieved Employee.

11 15. The Court retains exclusive and continuing jurisdiction over this Action for purposes
12 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,
13 as well as the Settlement.

14 16. The Settlement and this resulting Order and Judgment represent a compromise of
15 disputed allegations. Nothing in this Order and Judgment or the Settlement shall be construed as
16 an admission or concession by any party.

17 17. Plaintiffs are directed to submit a copy of this order to the LWDA within 10 days of
18 the date of this Order.

19 18. Within 180 days of the date of this Order, the Parties are directed to file a declaration
20 from the Claims Administrator concerning disbursement. Upon satisfaction that the appropriate
21 payments have been made, the Court will close this case.

22
23 **IT IS SO ORDERED AND ADJUDGED.**

24 Dated: 11-19-24

25 
26 _____
27 Judge of the Superior Court

28 RICHARD S. WHITNEY

PROOF OF SERVICE

Case No. 37-2023-00051655-CU-OE-CTL
Arizmendi v. Diamond Environmental Services, LP

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On November 14, 2024, I served the foregoing document described as:

1. **JOINT STIPULATION REQUESTING APPROVAL OF SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA"); [PROPOSED] ORDER THEREON**
2. **[PROPOSED] ORDER APPROVING SETTLEMENT AGREEMENT AND ENTERING FINAL JUDGMENT;**
3. **DECLARATION OF NAZO KOULLOUKIAN IN SUPPORT OF STIPULATION TO APPROVE SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA");**
4. **DECLARATION OF JONATHAN PAUL RE: MOTION TO APPROVE PAGA SETTLEMENT;**
5. **DECLARATION OF PLAINTIFF ZINFORIANO ARISTEO DELGADO ARIZMENDI;**
6. **DECLARATION OF PLAINTIFF WILDRIDO SANCHEZ**

 X

BY E-MAIL: I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

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Nidah Farishta,
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*Attorneys for Defendant DIAMOND
ENVIRONMENTAL SERVICES, L.P.*

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this November 14, 2024, in Los Angeles, California.



NADIA CHAVEZ