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NORIELL HOFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

(UNLIMITED JURISDICTION)

NORIELL HOFF, individually, and on
behalf of other aggrieved employees
pursuant to the Labor Code Private
Attorneys General Act of 2004,

Plaintiff,

vs.

ANTHEM MECHANICAL, a California
corporation; MICHAEL SOLOMON, an
individual; and DOES 1 to 25, inclusive,

Defendant(s).

Case No.: CVRI2401199

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

*Assigned for All Purposes to
Hon. Harold W. Hopp in Department 1*

Action filed: 03/01/2024
Hearing Date: 05/8/2025
Hearing Time: 8:30 a.m.
Hearing Dept: 1

Reservation ID: 601781060090

1 Plaintiff Noriell Hoff's ("Plaintiff") Motion for Approval of PAGA Settlement was heard
2 by the Court on May 8, 2025. The Court having reviewed the Motion for Approval of PAGA
3 Settlement, the PAGA Settlement Agreement and Release ("PAGA Settlement") attached as
4 Exhibit 1 to the Declaration of Maralle Messrelian filed with Plaintiff's motion, the papers, the
5 arguments of counsel, and other evidence and matters presented, and good cause appearing:

6 IT IS HEREBY ORDERED that the Plaintiff's Motion for Approval of PAGA Settlement
7 is GRANTED, subject to the following findings and orders:

8 1. To the extent required by Labor Code § 2699(l), the PAGA Settlement and its
9 terms represent a reasonable and adequate settlement of highly disputed claims to Plaintiff, the
10 "Aggrieved Employees" (as the term is defined in the PAGA Settlement), the State of California,
11 Plaintiff's counsel, and Defendants Anthem Mechanical and Michael Solomon, and is approved.

12 2. The allocation of the settlement funds among the Plaintiff, the Aggrieved
13 Employees, the State of California, and Plaintiff's counsel is fair, just, reasonable, adequate, and
14 equitable to all concerned, and is approved to the extent required under Labor Code § 2699(l).

15 3. The settlement is approved on the terms stated in the PAGA Settlement.

16 4. Judgment in this matter is entered in accordance with, and incorporates by
17 reference, the terms and conditions of the PAGA Settlement. Instead of filing a request for
18 dismissal to terminate this action, this judgment will terminate the action.

19 5. The PAGA Settlement is not an admission of liability, wrongdoing, or damages
20 by Defendant or the "Released Parties" (as the term is defined in the PAGA Settlement), nor is
21 this judgment a finding of the validity of any allegations in the operative complaint as to
22 Defendant or the Released Parties. Neither this judgment, the PAGA Settlement, nor any
23 document referred to therein, nor any action taken to carry out the PAGA Settlement, may be
24 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession,
25 or liability whatsoever by or against Defendant or the Released Parties.

26 6. The PAGA Settlement shall be binding on Plaintiff, all PAGA Members, and the
27 State of California, who are hereby barred from re-litigating any of the claims released by the
28 PAGA Settlement.

1 7. Pursuant to Code of Civil Procedure section 664.6 the Court shall retain exclusive
2 and continuing jurisdiction over the above-captioned action and the parties for purposes of
3 enforcing the terms of the PAGA Settlement.

4 8. A Final Accounting (nonappearance) hearing will be held on _____ at
5 _____ a.m/p.m. , in Department 1 of this Court. A Final Accounting Declaration from the
6 Settlement Administrator shall be filed 15 days prior to the hearing concerning the amount of
7 money distributed and/ or uncashed.

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

9
10 DATED: _____

HON. HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT