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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF RIVERSIDE**

PETER ARAGON III, individually, and on  
behalf of other members of the general public  
similarly situated,

Plaintiff,

vs.

CHRISTIAN BROTHERS MECHANICAL  
SERVICES, INC., a California corporation; and  
DOES 1 through 10, inclusive,

Defendants.

Case No. CVRI2304074

Assigned to the Hon. Harold W. Hopp

**[REVISED PROPOSED] ORDER AND  
JUDGMENT GRANTING MOTION FOR  
FINAL APPROVAL OF CLASS ACTION  
AND PAGA SETTLEMENT AND MOTION  
FOR ATTORNEYS' FEES, COSTS, AND A  
CLASS REPRESENTATIVE  
ENHANCEMENT PAYMENT AND  
GENERAL RELEASE PAYMENT**

Date: December 8, 2025

Time: 8:30 a.m.

Place: Department 1

Complaint Filed: August 8, 2023

Trial Date: None Set

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1 Court determines that all Class Members who did not timely and properly opt out of the settlement are  
2 bound by this Order.

3 6. The Court has considered all relevant factors for determining the fairness of the  
4 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,  
5 the Court finds that the settlement was reached following meaningful discovery and investigation  
6 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and  
7 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,  
8 adequate, and reasonable.

9 7. In so finding, the Court has considered all evidence presented, including evidence  
10 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the  
11 likely duration of further litigation; the amount offered in settlement; the extent of investigation and  
12 discovery completed; and the experience and views of counsel. The Parties have provided the Court with  
13 sufficient information about the nature and magnitude of the claims being settled, as well as the  
14 impediments to recovery, to make an independent assessment of the reasonableness of the terms to  
15 which the Parties have agreed.

16 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement  
17 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the  
18 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,  
19 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will  
20 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were  
21 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the  
22 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement  
23 provides Class Members with fair and adequate relief.

24 9. The Settlement Agreement is not an admission by Defendant or by any other Released  
25 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or  
26 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to  
27 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used  
28 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability

1    whatsoever by or against Defendant or any of the other Released Parties.

2           10.     With the exception of Mark Zamora, who opted out of the Settlement Class, final  
3    approval shall be with respect to: All persons who worked for Defendant as non-exempt, hourly paid  
4    employees in California at any time during the period from August 8, 2019 through September 17, 2024.

5           11.     Plaintiff Peter Aragon III is an adequate and suitable representative and is hereby  
6    appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment  
7    and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the  
8    Settlement Class, and that his interests are aligned with those of the Settlement Class.

9           12.     The Court hereby awards Plaintiff a Class Representative Enhancement Payment of  
10   \$5,000 for his service on behalf of the Settlement Class, and \$10,000 for agreeing to a general release of  
11   all claims arising out of his employment with Defendant.

12          13.     The Court finds that the attorneys at Capstone Law APC have the requisite  
13   qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The  
14   Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position  
15   of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

16          14.     The settlement of civil penalties under PAGA in the amount of \$100,000 is hereby  
17   approved. Seventy-Five Percent (75%), or \$75,000, shall be paid to the California Labor and Workforce  
18   Development Agency. The remaining Twenty-Five Percent (25%), or \$25,000, will be paid to PAGA  
19   Members.

20          15.     The Court hereby awards \$750,000 in attorneys' fees and \$22,571.79 in costs and  
21   expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is  
22   reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created  
23   by the settlement.

24          16.     The Court approves settlement administration costs and expenses in the amount of  
25   \$10,500 to CPT Group, Inc.

26          17.     All Class Members were given a full and fair opportunity to participate in the Approval  
27   Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the  
28   Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed

1 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order  
2 and Judgment shall be forever binding on all Participating Class Members. These Participating Class  
3 Members have released and forever discharged the Released Parties for any and all Released Class  
4 Claims during the Class Period:

5 All claims that were alleged, or reasonably could have been alleged by all  
6 Participating Class Members, on behalf of themselves and their respective former  
7 and present representatives, agents, attorneys, heirs, administrators, successors,  
8 and assigns, based on the Class Period facts stated in the operative Complaint,  
9 including any and all claims involving: (a) any alleged failure to pay wages owed  
10 (including minimum wage); (b) any alleged failure to pay overtime compensation;  
11 (c) any alleged failure to provide compliant meal periods, or compensation in lieu  
12 thereof; (d) any alleged failure to provide compliant rest breaks, or compensation  
13 in lieu thereof; (e) any alleged failure to provide compliant recovery periods, or  
14 compensation in lieu thereof; (f) any alleged failure to provide compliant accurate  
15 itemized wage statements; (g) any alleged failure to timely pay wages due upon  
16 separation; (h) any alleged failure to timely pay wages during employment; (i) any  
17 alleged failure to indemnify all necessary business expenses; and (j) any alleged  
18 unlawful, unfair, or fraudulent business actions or practices under Business and  
19 Professions Code §§ 17200, *et seq.* arising out of the Labor Code and Industrial  
20 Welfare Commission ("IWC") Wage Order violations referenced in the operative  
21 Complaint.

22 18. Additionally, Plaintiff and the LWDA shall fully and forever release and discharge all of  
23 the Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period:

24 All claims for PAGA penalties that were alleged, or reasonably could have been  
25 alleged by Plaintiff and the LWDA, based on the PAGA Period facts stated in the  
26 operative Complaint and the PAGA Notice, including any and all claims for  
27 PAGA penalties pursuant to Labor Code sections 203, 210, 226.3, 558, 1174.5,  
28 1197.1, and 2699 in connection with any and all allegations of Labor Code and/or  
IWC Wage Order violations involving: (a) any alleged failure to pay wages  
(including minimum wage); (b) any alleged failure to pay overtime compensation;  
(c) any alleged failure to provide compliant meal periods, or compensation in lieu  
thereof; (d) any alleged failure to provide compliant rest breaks, or compensation  
in lieu thereof; (e) any alleged failure to provide compliant recovery periods, or  
compensation in lieu thereof; (f) any alleged failure to provide compliant accurate  
itemized wage statements; (g) any alleged failure to timely pay wages due upon  
separation; (h) any alleged failure to timely pay wages during employment; and (i)  
any alleged failure to indemnify all necessary business expenses.

19 Judgment in this matter is entered in accordance with the above findings. Without  
affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the  
above-captioned action and the parties under Cal. Civ. Proc. Code § 664.6, including all Participating  
Settlement Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered  
herein. This document shall constitute a judgment (and separate document constituting said judgment)

for purposes of California Rules of Court, Rule 3.769(h).

20. Plaintiff shall give notice of this Order and Judgment to Class Members, pursuant to rule 3.771 of the California Rules of Court, by posting an electronic copy of this Order and Judgment on the Settlement Administrator's website.

21. The Court sets a compliance hearing for May 10, 2027 at 8:30 a.m., at which time the Court will consider evidence that the distribution process is complete and that a final accounting may be approved. Plaintiff shall file a declaration from the Settlement Administrator regarding the status of settlement administration activities no later than May 3, 2027.

22. Any envelope transmitting a settlement distribution to a Class Member/PAGA Group Member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." The Settlement Administrator shall mail a reminder postcard to any Class Member whose settlement distribution check has not been negotiated within 60 days after the date of mailing.

23. Any settlement distribution check shall be negotiable for 180 days from the date of mailing. If (a) any of the Class Members are current employees of the Defendants, (b) the distribution mailed to those employees is returned to the Settlement Administrator as being undeliverable, and (c) the Settlement Administrator is unable to locate a valid mailing address, the administrator shall arrange with the Defendant to have those distributions delivered to the employees at their place of employment.

24. Any checks that are not negotiated upon the expiration of the 180-day time period will be void, and the uncashed funds shall be redistributed to Class Members who did deposit their checks. Those Class Members will then have 90 days to deposit their checks. After the expiration of the 90-day period, any remaining unclaimed funds will be tendered to Riverside Legal Aid: 4129 Main St., Ste. 101 Riverside, California 92501.

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

Dated: December 24, 2025

Hon. Harold W. Hopp  
Riverside County Superior Court Judge

**PROOF OF SERVICE**

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los Angeles, California 90067.

On **December 8, 2025**, I served the document described as: **[REVISED PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS, AND A CLASS REPRESENTATIVE ENHANCEMENT PAYMENT AND GENERAL RELEASE PAYMENT** 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:

Katherine C. DenBleyker  
dkenbleyker@ohaganmeyer.com  
Ali Abouesh  
[aabouesh@ohaganmeyer.com](mailto:aabouesh@ohaganmeyer.com)  
O'HAGAN MEYER LLP  
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Los Angeles, CA 90071  
Telephone: 213-423-6006

*Attorneys for Defendant:*  
CHRISTIAN BROTHERS MECHANICAL  
SERVICES, INC.

☐ **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 or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **December 8, 2025**, at Los Angeles, California.

Sophia Flores  
\_\_\_\_\_  
Type/Print Name

  
\_\_\_\_\_  
Signature