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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF VENTURA**

GARRETT EHRLIT,

Plaintiff,

v.

BLACKPOINTE GROUP CONSTRUCTION &
MANAGEMENT, INC., A CALIFORNIA
CORPORATION,
LAUREL J. SCHITONE;
VICTOR A. SCHITONE; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 2023CUWT016864

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

Complaint Filed: November 27, 2023
Department: 40
Judge: Hon. Mark S. Borrell

[Filed concurrently with Notice of Motion,
Memorandum of Points and Authorities, and
Declaration of Joseph W. Rose]

Motion Hearing Date: October 23, 2025
Motion Hearing Time: 8:30 a.m.

Pursuant to Plaintiff's Unopposed Motion for Approval of PAGA Settlement and all submissions
in support thereof and good cause appearing:

IT IS HEREBY ORDERED that the Motion is **GRANTED**, subject to the following findings
and orders:

1. The Court hereby approves the terms set forth in the PAGA Settlement Agreement
("Agreement") for settlement of PAGA claims under Cal. Lab. Code section 2699(a)(2), finds the

Agreement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the PAGA settlement according to the terms set forth in the PAGA Settlement. The Court finds that the Parties were able to reasonably evaluate their respective positions. The Court also finds that settlement now will avoid potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the PAGA claims.

2. Defendants Blackpointe Group Construction & Management, Inc., A California Corporation, Laurel J. Schittone, Victor A. Schittone (collectively, “Defendants”) shall jointly and severally pay the gross non-reversionary common fund of Twenty-Five Thousand Dollars and No Cents (\$25,000.00), with the following terms:

a. Eleven Thousand Seven Hundred Thirty-Seven Dollars (\$11,737) of the common settlement fund is allocated for payment to the State of California Labor and Workforce Development Agency (“LWDA”) and to the “Aggrieved Employees” (i.e., sixty-five (65) current and former non-exempt workers who were employed by Blackpointe on Public Works Projects in California at any time from September 15, 2022, though the date of approval of this settlement) for settlement of PAGA claims (the “PAGA Payment”);

b. Seventy-Five Percent (75%) of the PAGA Payment shall be paid directly to the California Department of Industrial Relations (DIR) Accounting Unit and Twenty-Five Percent (25%) shall be distributed to approximately sixty-five (65) Aggrieved Employees in pro rata shares based on the number of pay periods each employee worked for Blackpointe from September 15, 2022, though the date of approval of this settlement;

c. The non-reversionary common fund will also include: a) Eight Thousand Two-Hundred Fifty Dollars (\$8,333) allocated to Plaintiff’s counsel for attorneys’ fees, and One Thousand Eighty Dollars (\$1,680) is allocated to Plaintiff’s counsel as reimbursement for advanced litigation costs; b) administrative costs to the settlement administrator estimated not to exceed Two Thousand Seven Hundred Fifty Dollars (\$2,750); and c) an enhancement payment for Plaintiff of Five Hundred Dollars (\$500).

3. Pursuant to the California Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab. Code §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency (“LWDA”) has been

given notice of the Settlement. Plaintiff submitted to the LWDA a Notice of Settlement enclosing a copy of the Agreement. Plaintiff's Notice of Settlement to the LWDA complied with the requirements of PAGA.

4. The Court confirms approval of the Agreement as to the following group of individuals, collectively referred to as the "Aggrieved Employees": sixty-five (65) current and former non-exempt workers who were employed by Blackpointe on public works projects in California at any time from September 15, 2022, though the date of approval of this settlement.

5. The Notice of PAGA Settlement and Release of Claims, attached hereto, fairly and adequately describes the Action, the approved Agreement, and is the best notice practicable under the circumstances.

6. The Court approves the following release of claims, pursuant to the Agreement:

Conditioned upon Defendants fully and timely funding the entire Gross Settlement Amount, all Aggrieved Employees are deemed to release and forever discharge the Released Parties for all PAGA Penalties arising from any Public Works Projects during the PAGA Period, including, without limitation, all PAGA Penalties for claims that were alleged in the Operative Complaint and the PAGA Notice. This release shall be binding upon the Aggrieved Employees and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all Released Parties, and to their heirs, representatives, executors, administrators, successors, and assignees. "PAGA Period" means the period from September 15, 2022 to present.

The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the released claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 986, the ability of Plaintiff, the State of California or any Aggrieved Employee to bring a PAGA claim on behalf of the LWDA based on the released claims is completely and forever foreclosed. Any Party to this Agreement may use the Agreement to assert that this settlement and the judgment to be entered by the Court following approval by this settlement bars any later-filed action asserting any of the released claims against any of the released parties at any time between September 15, 2022, to the date

1 of approval of this Agreement.

2 The Aggrieved Employees waive any rights provided by California Civil Code Section 1542 as
3 to the PAGA released claims only, which states:

4 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
5 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
6 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
7 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR
8 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
9 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

10 7. The Gross Settlement Amount, Net Settlement Amount, and the methodology used to
11 calculate each Individual PAGA Payment, in accordance with the Agreement is approved under Cal. Lab.
12 Code § 2699(1)(2).

13 8. The Court appoints Phoenix Administrators as the Administrator, authorizing and
14 instructing the Administrator to calculate and pay the Aggrieved Employee payments in accordance with
15 the terms of the Agreement.

16 9. The Court retains exclusive and continuing jurisdiction over this action for the purposes
17 of supervising, administering, implementing, interpreting, and enforcing this Order, as well as the
18 Agreement.

19 10. Nothing in this Judgment or the Agreement shall be construed as an admission or
20 concession by any party. The Agreement and this resulting Judgment simply represent a compromise of
21 disputed allegations.

22 **JUDGMENT**

23 1. In accordance with and for the reasons stated in the Order, Judgment is hereby entered
24 consistent with the terms of this Order.

25 2. This Judgment is intended to be a final disposition of and dismissal of the Lawsuit in its
26 entirety, with prejudice.

27 **IT IS SO ORDERED.**

28 Dated: _____

Hon. Mark S. Borrell
Judge of the Superior Court