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9 LEONARDO ORTEGA on behalf of himself
10 and all similarly aggrieved employees

11
12 **SUPERIOR COURT OF CALIFORNIA**

13 **COUNTY OF MONTEREY**

14 LEONARDO ORTEGA, on behalf of
15 himself and all similarly aggrieved
16 employees,

17 Plaintiff,

18 v.

19 BALESTERI CONSTRUCTION, INC.; and
20 DOES 1 through 50, inclusive,

21 Defendants.

Case No. 23CV003755

22 **[PROPOSED] ORDER AND JUDGMENT**
23 **GRANTING PLAINTIFF'S MOTION**
24 **FOR FINAL APPROVAL OF CLASS**
25 **AND PAGA ACTION SETTLEMENT**

26 Date: October 24, 2025

27 Time: 8:30 a.m.

28 Dept: 15

1 The Court has before it the unopposed Motion for Final Approval of Class and PAGA
2 Action Settlement ("Motion") of Plaintiff Leonardo Ortega ("Plaintiff"). This Court issued an
3 Order Granting Plaintiff's Motion for Preliminary Approval of Settlement on April 11, 2025.
4 Plaintiff now seeks an Order and Judgment Granting Final Approval of the same Settlement
5 Agreement ("Settlement") between Plaintiff and Defendant Balesteri Construction, Inc.
6 ("Defendant").

7 The Court having read, heard, and considered all the pleadings and documents
8 submitted, and the presentations made in connection with the Motion, and the absence of any
9 written objections or requests for exclusion from the Settlement, and good cause appearing.

10 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

11 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
12 Settlement Agreement filed in this case.

13 2. The Court has jurisdiction over the subject matter of the litigation, the Class
14 Representative, the Class Members, the Aggrieved Employees, and Defendant.

15 3. The Court finds that the Settlement appears to have been made and entered in
16 good faith and hereby approves the Settlement.

17 4. Plaintiff and the Class Members shall have, by operation of this Order and
18 Judgment, fully, finally, and forever released, relinquished, and discharged the Released
19 Parties from all Released Class Claims, as defined in the Settlement.

20 5. Plaintiff and the PAGA Employees, shall have, by operation of this Order and
21 Judgment, fully, finally, and forever released, relinquished, and discharged the Released
22 Parties from all Released PAGA Claims, as defined in the Settlement.

23 6. The Court finds that the Notice provided to the Class conforms with the
24 requirements of California Rules of Court, Rules 3.766 and 3.769, and constitutes the best
25 notice practicable under the circumstances, by providing individual notice to all Class
26 Members who could be identified through reasonable effort, and by providing due and
27 adequate notice of the proceedings and of the matters set forth therein to the Class Members.
28 The Notice fully satisfies the requirements of due process.

1 7. The Court finds that zero Class Members have objected to the terms of the
2 Settlement.

3 8. Except as otherwise provided in the Agreement, the Settling Parties are to bear
4 their own costs and attorneys' fees.

5 9. The Court finds the Gross Settlement Amount and the methodology used to
6 calculate and pay each payment are fair and reasonable. The Court authorizes the Settlement
7 Administrator to pay the Class Members and Aggrieved Employees in accordance with the
8 terms of the Settlement.

9 10. Defendant shall pay the total Gross Settlement Amount of \$82,500.00. In
10 addition, Defendant shall pay the full amount of the employer's share of payroll taxes as
11 determined by the Settlement Administrator and in accordance with the terms of the
12 Settlement Agreement.

13 11. From the Gross Settlement Amount, Class Counsel is awarded \$25,000.00 for
14 fees and \$3,329.26 for costs incurred in the Action.

15 12. From the Gross Settlement Amount, \$2,500.00 is awarded to Plaintiff and
16 Class Representative.

17 13. From the Gross Settlement Amount, and pursuant to the Private Attorneys
18 General Act of 2004 (California Labor Code § 2698 et seq.) as it existed prior to recent
19 amendments, \$2,500.00 shall be allocated as follows: 75% or \$1,875.00 shall be paid to the
20 California Labor and Workforce Development Agency, and the remaining 25% or \$625.00
21 shall be distributed to the PAGA Employees.

22 14. From the Gross Settlement Amount, the Settlement Administrator, Phoenix
23 Settlement Administrators, is awarded \$5,000.00.

24 15. After deducting Court-approved attorneys' fees and costs, the LWDA civil
25 penalties, the Class Representative service award, and settlement administration costs from the
26 Gross Settlement Amount, the remaining balance of \$44,170.74 shall constitute the Net
27 Settlement Amount. This amount shall be distributed to Class Members on a pro-rata basis,
28 pursuant to the allocation formula set forth in the Settlement Agreement.

1 16. The Court hereby enters final judgment in this case in accordance with the terms
2 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality
3 of the Settlement or Judgment entered, this Court shall retain exclusive and continuing
4 jurisdiction over the action and the Parties, including all Class Members and Aggrieved
5 Employees, for purposes of enforcing and interpreting this Order and the Settlement.

6 17. Any checks issued by the Settlement Administrator to Class Members and/or
7 Aggrieved Employees shall be negotiable for not less than 180 days from the date of their
8 issuance. In the event any settlement checks are not negotiated within 180 days, the
9 Settlement Administrator is directed to distribute the remaining funds to the *cy pres* recipient,
10 CASA of Monterey County, prior to the hearing referenced in Paragraph 18.

11 18. The Court sets a non-appearance hearing to confirm the distribution of the
12 Settlement as set forth herein for _____, at 8:30 a.m. The Parties shall
13 submit a declaration from the Administrator regarding the distribution of the Settlement no
14 later than 14 days before the hearing, which details the administration of the settlement.

15 **IT IS SO ORDERED AND ADJUDGED.**

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17 Dated: _____

18 Hon. Thomas W. Wills
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