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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES**

DAISY SUAREZ, on behalf of the State of  
California, as a private attorney general,

Plaintiff,

vs.

HELIX ELECTRIC, INC., a Limited  
Liability Company; and DOES 1 through  
50, inclusive,

Defendants.

Case No. **24TRCV00079**

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

Hearing Date: September 23, 2026  
Hearing Time: 9:30 a.m.  
**Reservation No. 966970542401**

Judge: Hon. Alan B Honeycutt  
Dept.: E

Action Filed: January 8, 2024  
Trial Date: Not Set

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## ORDER AND JUDGMENT

Plaintiff Daisy Suarez (“Plaintiff”) moves for approval of the settlement of Plaintiff’s claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California Labor Code § 2699(1), against Defendant Helix Electric, Inc., (“Defendant”).

Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”), which is incorporated by reference. The California Labor Workforce Development Agency was provided with notice of the Settlement and the motion for approval of the PAGA settlement via its online process and no objection has been received to the settlement or the motion from the Labor Workforce Development Agency.

The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of \$1,220,000, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed \$12,000) for ILYM Group Inc. to administer the settlement, PAGA Counsel Fees Payment in the amount of \$406,666 (one-third of the Gross Settlement Amount), a Service Award in the amount of \$10,000, and PAGA Counsel Litigation Expenses Payment in the amount of \$20,056.87. The PAGA Payment of no less than \$771,277.13, which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment, the Service Award and PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, shall be allocated to Labor Code 2699 penalties, including other civil penalties specified in the Labor Code, of which 75% of the payment will be paid to the LWDA (no less than \$578,457.85) and 25% will be paid to the Aggrieved Employees (no less than \$192,819.28).

The Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff’s motion

1 and approves the PAGA settlement as set forth in the Settlement Agreement and the PAGA  
2 Payment, which shall be allocated and paid out as set forth in the Settlement Agreement.

3 The “Aggrieved Employees” are defined as all individuals who are or previously were  
4 employed by Defendant who were classified as non-exempt in the State of California during  
5 the PAGA Period. The PAGA Period is the period from November 2, 2022 through March  
6 16, 2026.

7 Effective on the date when Defendant fully funds the entire Gross PAGA Settlement  
8 Amount, Defendant and the Released Parties (as defined in the PAGA Settlement Agreement)  
9 shall be entitled to a release of the Released PAGA Claims. “Released PAGA Claims” means  
10 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based  
11 on the facts stated in the Operative Complaint and/or the PAGA Notice including Labor Code  
12 §§ 201-204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 510, 512, 558, 1194, 1197, 1197.1,  
13 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-(B),  
14 California Code of Regulations, Title 8 Section 11060 (Failure to Provide Suitable Seating),  
15 and the IWC Wage Orders, that accrued at any time during the PAGA Period. The Released  
16 PAGA Claims expressly exclude all other claims, including claims for vested benefits,  
17 wrongful termination, violation of the Fair Employment and Housing Act, unemployment  
18 insurance, disability, social security, workers’ compensation, California class claims, and  
19 PAGA claims outside of the PAGA Period.

20 This settlement (including this Order) cannot be used, directly or indirectly, to  
21 introduce, use, or admit in this case or in any other judicial, arbitral, administrative,  
22 investigative or other forum or proceeding, as purported evidence of any violation of any  
23 federal, state, or local law, statute, ordinance, regulation, rule or executive order (*i.e.*, evidence  
24 of a “first” or “initial” violation), or any liability, obligation, or duty at law or in equity, or for  
25 any other purpose. This settlement (including this Order) shall not be construed to be an  
26 admission by Defendant of any liability or wrongdoing as to Plaintiff, the Aggrieved  
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1 Employees, or any other person, and Defendant specifically disclaims any such liability or  
2 wrongdoing.

3 This claim asserted under PAGA in this action is dismissed with prejudice. After entry  
4 of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain  
5 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret,  
6 implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge  
7 to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or  
8 in connection with the distribution of settlement benefits.

9 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**  
10 **ENTERED ACCORDINGLY.**

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12 DATED: \_\_\_\_\_

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13 THE HONORABLE ALAN B HONEYCUTT  
14 JUDGE OF THE SUPERIOR COURT  
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