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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

EDWARD YOUNG, an individual, on behalf
of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

MAINSRING ENERGY, INC., a
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 24-CIV-01894

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: October 28, 2025

Hearing Time: 2:00 p.m.

Judge: Hon. Nancy L. Fineman

Dept: 4

Courtroom: 4C

Date Filed: March 27, 2024

Trial Date: Not set

1 The unopposed motion of Plaintiff Edward Young (“Plaintiff”) for an order finally
2 approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant
3 Mainspring Energy, Inc. (“Defendant”), Class Counsel Fees and Class Counsel Litigation
4 Expenses, Class Representative Service Payment, and the expenses of the Administrator duly
5 came on for hearing on October 28, 2025 before the Honorable Nancy L. Fineman.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of San Mateo, and over all
13 Parties to this litigation, including the Class.

14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of is Four Hundred Fifty
16 Thousand Dollars and Zero Cents (\$450,000.00) and the terms set forth in the Agreement are fair,
17 reasonable, and adequate. The Gross Settlement Amount will be used to pay Individual Class
18 Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment,
19 Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the
20 Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any
21 reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the
22 Individual Class Payments allocated to wages, which shall not be paid from the Gross Settlement
23 and shall be the separate additional obligation of Defendant.

24 4. The Court further finds that the Settlement was the result of arm’s length
25 negotiations conducted after Class Counsel had adequately investigated the claims and became
26 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
27 Settlement, and the assistance of an experienced mediator in the settlement process, among other
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1 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

2 **Preliminary Approval of the Settlement**

3 5. On May 22, 2025, the Court granted preliminary approval of the Settlement. At
4 this same time, the Court approved conditional certification of the Class for settlement purposes
5 only.

6 **Notice to the Class**

7 6. In compliance with the Preliminary Approval Order, the Court-approved Class
8 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
9 about June 26, 2025. Mailing of the Class Notice to their last-known addresses was the best notice
10 practicable under the circumstances and was reasonably calculated to communicate actual notice
11 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
12 Members fully and accurately informed the Class Members of all material elements of the
13 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
14 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
15 fully with the laws of the State of California, the United States Constitution, due process and other
16 applicable law. The Class Notice fairly and adequately described the Settlement and provided
17 Class Members adequate instructions and a variety of means to obtain additional information.

18 7. The Response Deadline for opting out or submitting written objections to the
19 Settlement was August 25, 2025, which for re-mailings was extended by fourteen (14) days.
20 There was an adequate interval between notice and the deadline to permit Class Members to
21 choose what to do and to act on their decision. A full and fair opportunity has been afforded to the
22 Participating Class Members to participate in this hearing, and all Participating Class Members
23 and other persons wishing to be heard have had a full and fair opportunity to be heard. Class
24 Members also have had a full and fair opportunity to exclude themselves from the proposed
25 Settlement and Class. Accordingly, the Court determines that all Class Members who did not
26 timely and properly submit a request for exclusion (“Participating Class Members”) are bound by
27 the Settlement and this Final Approval Order and Judgment, provided that Aggrieved Employees
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1 will released the PAGA Released Claims as set forth in the Agreement, and will be send a portion
2 of the PAGA Payment, regardless of whether they opt out of the Settlement.

3 **Fairness of the Settlement**

4 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
5 48 Cal.App.4th 1794, 1801 (1996).

6 a. The settlement was reached through arm's-length bargaining between the
7 Parties during an all-day mediation before Michael E. Dickstein, an experienced mediator of wage
8 and hour class actions. There has been no collusion between the Parties in reaching the
9 Settlement.

10 b. Plaintiff and Class Counsel's investigation and discovery have been
11 sufficient to allow the Court and counsel to act intelligently.

12 c. Counsel for all Parties are experienced in similar employment class action
13 litigation. Class Counsel recommended approval of the Agreement.

14 d. The percentage of objectors and requests for exclusion is small. No
15 objections were received. No requests for exclusion were received.

16 e. The participation rate was high. 248 Participating Class Members will be
17 mailed a settlement payment, representing 100% of the overall Class.

18 9. The consideration to be given to the Participating Class Members under the terms
19 of the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the
20 claims asserted in this action and is fair, reasonable and adequate compensation for the release of
21 Participating Class Members' claims, given the uncertainties and significant risks of the litigation
22 and the delays which would ensue from continued prosecution of the action.

23 10. The Agreement is finally approved as fair, adequate and reasonable and in the best
24 interests of the Class Members.

25 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

26 11. From the Gross Settlement Amount, an award of \$150,000 for Class Counsel's
27 attorneys' fees, representing one-third of the Gross Settlement Amount, and \$20,000 for Class
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1 Counsel's litigation costs and expenses, is reasonable, in light of the contingent nature of Class
2 Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel.
3 The requested awards have been supported by Class Counsel's lodestar and billing statement.

4 **Class Representative Service Payment**

5 12. The Agreement provides for a Class Representative Service Payment of not more
6 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
7 Representative Service Payment in the amount of \$10,000 from the Gross Settlement Amount to
8 the Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiff in this
9 litigation and for his time and effort in bringing and prosecuting this matter on behalf of the Class.

10 **Administration Expenses Payment**

11 13. The Administrator shall calculate and administer the payments to be made to the
12 Participating Class Members and the PAGA Payments to the LWDA and to Aggrieved
13 Employees, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class
14 Representative Service Payment to the Plaintiff, issue all required tax reporting forms, calculate
15 withholdings and perform the other remaining duties set forth in the Agreement. The
16 Administrator has documented \$5,990 in fees and expenses, and this amount is reasonable in light
17 of the work performed by the Administrator.

18 **PAGA Penalties**

19 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
20 Amount of \$10,000.00, which shall be allocated \$7,500.00 to the Labor & Workforce
21 Development Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties
22 and \$2,500.00 to the Aggrieved Employees as the Individual PAGA Payments pursuant to the
23 PAGA. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
24 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500.00) by the total
25 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and
26 (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved
27 Employees" are all individuals who were employed by Defendant in California and classified as a
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1 non-exempt employee at any time during the PAGA Period (February 9, 2023 through May 22,
2 2025). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA was provided notice
3 of the Agreement and these settlement terms and has not indicated any objection thereto. The
4 Court finds and determines that the notice of the Settlement complies with the statutory
5 requirements of PAGA. The Court finds the resolution of the PAGA Released Claims and the
6 PAGA Penalties to be reasonable, fair, and appropriate.

7 **II.**

8 **ORDERS**

9 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

10 15. The Class is certified for the purposes of settlement only. The Class is defined as
11 follows:

12 All individuals who were employed by Defendant in California as a non-exempt
13 employee at any time during the Class Period (March 27, 2020 through April 2,
14 2025).

15 16. All persons who meet the foregoing definition are members of the Class, except for
16 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were no
17 individuals who requested exclusion.

18 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
19 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
20 the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to
21 the Administrator no later than 15 business days after the Effective Date.

22 18. Class Counsel are awarded attorneys’ fees in the amount of \$150,000 and costs in
23 the amount of \$20,000 payable from the Gross Settlement Amount. Class Counsel shall not seek
24 or obtain any other compensation or reimbursement from Defendant, Plaintiff or members of the
25 Class.

26 19. The payment of a Class Representative Service Payment from the Gross Settlement
27 Amount in the amount of \$10,000 to the Plaintiff is approved.
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1 20. The payment of \$5,990 to the Administrator for its fees and expenses from the
2 Gross Settlement Amount is approved.

3 21. The PAGA Penalties amount of \$10,000.00 is approved and is to be distributed
4 from the Gross Settlement Amount and allocated in accordance with the Agreement.

5 22. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall
6 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
7 entry.

8 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
9 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
10 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
11 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
12 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
13 is, may be construed as, or may be used as, an admission by or against Defendant of any fault,
14 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
15 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
16 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
17 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
18 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
19 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
20 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
21 Claims and/or Released PAGA Claims.

22 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
23 Parties by Class Counsel on behalf of Plaintiff and all Participating Class Members. The Final
24 Approval Order and Judgment shall be posted on the Administrator's settlement website as set
25 forth in the Class Notice to the Class. It shall not be necessary to send notice of entry of this Final
26 Approval Order and Judgment to individual Class Members.

1 25. If the Agreement does not become final and effective in accordance with the terms
2 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
3 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
4 revert to their respective positions as of before entering into the Agreement, and expressly reserve
5 their respective rights regarding the prosecution and defense of this Action, including all available
6 defenses and affirmative defenses, and arguments that any claim in the Action could not be
7 certified as a class action and/or managed as a representative action.

8 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

9 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
10 Plaintiff, and all members of the Class, shall take nothing in the Action.

11 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
12 provided in the Agreement and in this Final Approval Order and Judgment.

13 28. Effective on the date when Defendant fully funds the entire Gross Settlement
14 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
15 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
16 release claims against all Released Parties as follows:

17 (a) All Participating Class Members, on behalf of themselves and their
18 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
19 and assigns, release Released Parties from the Released Class Claims. The "Released Class
20 Claims" are all any and all claims, rights, demands, liabilities, and causes of action, whether
21 statutory, in tort, contract or otherwise, whether known or unknown, arising during the Class
22 Period, that were asserted, or could have been alleged, based on the facts pleaded in the Operative
23 Complaint and/or ascertained in the course of the Action including any and all claims for: (1)
24 violation of California's Unfair Competition Law, California Business and Professions Code
25 section 17200, et seq., (2) failure to pay minimum and straight time wages; (3) failure to pay
26 overtime wages; (4) failure to provide meal periods; (5) failure to authorize and permit rest
27 periods; (6) failure to provide accurate itemized wage statements; (7) failure to reimburse
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1 employees for reasonable business expenses; (8) failure to pay sick wages; and (9) failure to
2 timely pay final wages at termination. Except as expressly set forth in the Agreement,
3 Participating Class Members do not release any other claims, including claims for vested benefits,
4 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
5 insurance, disability, social security, workers' compensation, or claims based on facts occurring
6 outside the Class Period. The "Released Parties," as used herein, are Defendant and each of its
7 past, present, and future parents companies, subsidiaries, affiliates, divisions, and agents, and all
8 of their respective employees, principals, managing agents, members, attorneys, directors, officers,
9 board members, investors, partners, legal representatives, accountants, insurers, trustees,
10 administrators, real or alleged alter egos, real or alleged joint employers, predecessors, successors,
11 transferees, and assigns.

12 (b) All Aggrieved Employees and the State of California are deemed to release,
13 on behalf of themselves and their respective former and present representatives, agents, attorneys,
14 heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA
15 Claims. The "Released PAGA Claims" are all claims for PAGA penalties (that occurred during
16 the PAGA Period) that were asserted or could have been asserted, based on the facts pleaded in the
17 Operative Complaint, and/or the PAGA Notice and/or ascertained in the course of the Action,
18 including any and all PAGA claims for: (1) failure to pay minimum and straight time wages; (2)
19 failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and
20 permit rest periods; (5) failure to provide accurate itemized wage statements; (6) failure to
21 reimburse employees for reasonable business expenses; (7) failure to pay sick wages; and (8)
22 failure to timely pay final wages at termination. The Released PAGA Claims do not include other
23 PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination,
24 unemployment insurance, disability, social security, and workers' compensation, and claims
25 outside of the PAGA Period.

26 (c) Plaintiff and his respective former and present spouses, representatives,
27 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
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1 Released Parties from the Plaintiff's Release, as set forth fully in the Agreement.

2 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
3 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
4 Administrator shall transmit the funds represented by such checks to the California Controller's
5 Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee thereby
6 leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
7 Section 384, subd. (b).

8 30. The Court hereby enters judgment in the entire Action as of the filing date of this
9 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
10 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
11 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
12 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

13 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

14
15 Dated: _____

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17 _____
HON. NANCY L. FINEMAN
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA