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FILED
KERN COUNTY SUPERIOR COURT
09/14/2025
BY Velazquez, Alejandra
DEPUTY

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Attorneys for Plaintiff and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

ERIC DE LA CRUZ, an individual, on behalf of
himself and the State of California, as a private
attorney general,

Plaintiff,

v.

UNITED SERVICE TECHNOLOGIES, INC., a
California Corporation; COMMERCIAL
FOODSERVICE REPAIR, INC., a South
Carolina Corporation; and DOES 1 TO 50,

Defendants.

Case Number: BCV-24-101740

***Revised [Proposed] Order Granting Approval
of PAGA Settlement and Entering Judgment***

*Filed concurrently with Notice of Motion and
Motion for Approval of PAGA Settlement;
Declaration of Jonathan Melmed, Esq.; and
Declaration of Eric De La Cruz]*

Date: September 3, 2025
Time: 8:30 a.m.
Dept.: T-2
Judge: Hon. T. Mark Smith

Complaint Filed: May 23, 2024

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Having received and considered the Settlement Agreement, the supporting papers filed by Plaintiff, and the evidence and argument received by the Court, the Court grants approval of the PAGA Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:**

2. The California Labor Workforce and Development Agency (“LWDA”) has been provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2), (1)(4). In particular, on the date Plaintiff filed the motion seeking approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement. Plaintiff’s notice of the Settlement to the LWDA complied with the notice requirements of PAGA.

4. The Court has jurisdiction over the subject matter of this litigation, over all Aggrieved Employees, and over those persons undertaking affirmative obligations under the Settlement.

6. The Court finds that each Aggrieved Employee, in accordance with the Settlement, releases all Released Claims against the Released Parties.

8. The Court approves Simpluris, Inc. to act as the Settlement Administrator. The Court

1 awards the Settlement Administrator in this Action its actual fees and costs in accordance with the
2 terms of the Settlement Agreement of \$7,000.00.

3 9. The Court approves Jonathan Melmed and Maria Burciaga of Melmed Law Group P.C.
4 as PAGA Counsel.

5 10. The Court awards PAGA Counsel attorneys' fees in the amount of \$67,333.33 and
6 actual litigation costs of \$20,000.00, both of which the Court finds to be fair and reasonable. The Court
7 authorizes the Settlement Administrator to make these payments, in accordance with the terms of the
8 Settlement Agreement.

9 11. The Court authorizes the Settlement Administrator to calculate the Net Settlement
10 Amount, inclusive of the LWDA Payment and Employee Payment, in accordance with the terms of the
11 Settlement Agreement.

12 12. The Court finds that the LWDA Payment of \$75,125.00 as its share of the settlement of
13 civil penalties is fair and reasonable. The Court authorizes the Settlement Administrator to pay the
14 LWDA Payment, in accordance with the terms of the Settlement Agreement as modified by the
15 Approval Order.

16 13. The Court finds that the Employee Payment of \$25,041.67 as the Aggrieved Employees'
17 share of the settlement of civil penalties is fair and reasonable. The Court authorizes the Settlement
18 Administrator to pay the Employee Payment, in accordance with the terms of the Settlement
19 Agreement.

20 14. The Court finds the Representative Plaintiff's Enhancement Award in the sum of
21 \$7,500.00 to the Representative Plaintiff is fair and reasonable. The Court authorizes the Settlement
22 Administrator to pay the Representative Plaintiff's Enhancement Award, in accordance with the terms
23 of the Settlement Agreement.

24 15. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid for
25 180 days after issuance. Funds remaining from any checks for Individual PAGA Payments uncashed
26 after 180 days will be dispersed to State of California Unclaimed Wage or Property Fund, in accordance
27 with the terms of the Settlement Agreement.

28 16. Upon completion of the Settlement, the Settlement Administrator will provide written

1 certification of the completion to the Court and counsel for the Parties by January 15, 2026 ~~which shall~~
2 **a compliance hearing shall be held on**
~~be filed with the Court on or before January 29, 2026.~~ **at 8:30 am in Dept. T-2.**

3 17. Without affecting the finality of this order and entry of judgment, the Court retains
4 exclusive and continuing jurisdiction over this Action for purposes of supervising, administering,
5 implementing, and enforcement of this Order and the Settlement.

6 18. Nothing in this Order or the Settlement shall be construed as an admission or concession
7 by any party. The Settlement and this resulting Order and entry of judgment simply represent a
8 compromise of disputed allegations.

9 19. The Court enters final judgment in accordance with the terms of the Settlement
10 Agreement and this Order.

11 20. Plaintiff is directed to submit a copy of this Order and entry of judgment to the LWDA
12 within 10 days of the date of this Order and entry of judgment.

13 **IT IS SO ORDERED:**

14
15 DATED: September 14, 2025



Hon. T. Mark Smith
Judge of the Superior Court, Kern County

Signed: 9/14/2025 04:41 PM