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individually, and on behalf of Aggrieved  
Employees pursuant to the California Private  
Attorneys General Act

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

JOSE MANUEL AMARO BERNAL,  
individually, and on behalf of Aggrieved  
Employees pursuant to the California Private  
Attorneys General Act,

Plaintiff,

vs.

JOSEPH HOLT PLASTERING, INC.; and  
DOES 1 through 25, inclusive,

Defendants.

Case No. 24STCV15637

*Assigned for All Purposes to the Honorable  
Tiana J. Murillo, Dept. 78*

**[PROPOSED] ORDER AND JUDGMENT  
GRANTING PLAINTIFF'S MOTION FOR  
APPROVAL OF PAGA SETTLEMENT AND  
AWARD OF ATTORNEYS' FEES AND  
COSTS, GENERAL RELEASE FEE, AND  
SETTLEMENT ADMINISTRATION COSTS**

Date: May 14, 2025  
Time: 8:30 a.m.  
Department: 78

**Reservation ID:** 359878987253

Complaint Filed: June 21, 2024  
Trial Date: Not Set

1 **[PROPOSED] ORDER AND JUDGMENT**

2 On May 14, 2025 at 8:30 a.m. in Department 78 of the above-entitled Court, located at the  
3 Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California 90012, Plaintiff Jose Manuel  
4 Amaro Bernal's ("**Plaintiff**") Motion for Approval of PAGA Settlement and Award of Attorneys'  
5 Fees and Costs, General Release Fee, and Settlement Administration Costs ("**Motion**") came on for  
6 hearing before the Honorable Tiana J. Murillo. Blackstone Law, APC appeared on behalf of Plaintiff,  
7 and Fisher & Phillips LLP appeared on behalf of Defendant Joseph Holt Plastering, Inc.  
8 ("**Defendant**").

9 Plaintiff and Defendant (collectively, the "**Parties**") have executed the Private Attorneys  
10 General Act Settlement Agreement and Release and Amendment No. 1 to Private Attorneys General  
11 Act Settlement Agreement and Release (together, "**Settlement**," "**Agreement**," or "**Settlement**  
12 **Agreement**").

13 The Court, having carefully considered the papers, argument of counsel, and all matters  
14 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion.

15 **IT IS HEREBY ORDERED THAT:**

- 16 1. Plaintiff's Motion is granted in its entirety.
- 17 2. This Order and Judgment incorporates by reference the definitions in the Settlement  
18 Agreement, and all capitalized terms defined therein shall have the same meaning in this Order and  
19 Judgment as set forth in the Settlement Agreement.
- 20 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private  
21 Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("**PAGA**"), including, but not limited to,  
22 providing the California Labor and Workforce Development Agency ("**LWDA**") and Defendant with  
23 notice of the specific provisions of the California Labor Code alleged to have been violated, including,  
24 but not limited to, the facts and theories to support the alleged violations, in conformity with California  
25 Labor Code § 2699.3(a).
- 26 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA  
27 in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene  
28 or appear in the above-captioned action ("**Action**").

1           5.       The individuals covered under the Settlement consist of the following: “all current and  
2 former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California  
3 at any time during the PAGA Period (“**Aggrieved Employees**”). The “**PAGA Period**” is defined as  
4 the period from April 15, 2023 to September 30, 2024.

5           6.       The Court finds that the Parties reached the Settlement as a result of arm’s-length  
6 negotiations.

7           7.       Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum  
8 allocated for payment of penalties under PAGA (“**Net Settlement Amount**”), and determines that it  
9 is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount, which  
10 shall be the Gross Settlement Amount (\$400,000.00) less the approved Attorneys’ Fees and Costs to  
11 Plaintiff’s Counsel, General Release Fee to Plaintiff, and Settlement Administration Costs to ILYM  
12 Group, Inc. (“**Settlement Administrator**”). Seventy-five percent (75%) of the Net Settlement  
13 Amount shall be distributed to the LWDA (“**LWDA Payment**”) and twenty-five percent (25%) of the  
14 Net Settlement Amount (“**Employees’ Portion**”) shall be distributed to the Aggrieved Employees in  
15 accordance with this Order and Judgment, the Settlement Agreement.

16           8.       The Court has considered the Settlement and the monetary allocations provided  
17 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the  
18 Settlement Administrator to administer the Settlement and to make the payments as provided for by,  
19 and consistent with, this Order and Judgment and the Settlement Agreement.

20           9.       The Court approves the payment of \$160,000.00 to Plaintiff’s Counsel for attorneys’  
21 fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in  
22 accordance with this Order and Judgment and the Settlement Agreement.

23           10.      The Court approves the payment of \$18,330.10 to Plaintiff’s Counsel for  
24 reimbursement of actual litigation costs and expenses incurred in this matter. This amount shall be  
25 paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and  
26 Judgment and the Settlement Agreement.

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11. The Court approves the payment in the amount of \$10,000.00 to Plaintiff for a General Release Fee. This amount shall be paid from the Gross Settlement Amount and shall be distributed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves payment in the amount of up to \$4,950.00 to the Settlement Administrator for the Settlement Administration Costs. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves the cover letter (“**Cover Letter**”), attached hereto as **Exhibit 1**, and the Settlement Administrator shall distribute the Cover Letter (in English and Spanish) to Aggrieved Employees at the same time that it distributes Individual PAGA Payment checks to the Aggrieved Employees.

14. No later than twenty-one (21) calendar days after the date of this Order and Judgment, Defendant will provide the Settlement Administrator with a list of all Aggrieved Employees, containing each Aggrieved Employee’s first and last name, last known address, last known telephone number, Social Security number, dates worked during the PAGA Period, and other such information as necessary for the Settlement Administrator to calculate Pay Periods (collectively, “**Aggrieved Employees List**”).

15. If the Court approves the Settlement Agreement prior to June 23, 2025, Defendant shall pay the Gross Settlement Amount in two installments: Defendant shall transmit the first half of the Gross Settlement Amount (i.e., \$200,000.00) within fourteen (14) calendar days of the Court’s approval of the Settlement Agreement and Defendant shall transmit the second half of the Gross Settlement Amount (i.e. \$200,000.00) on June 23, 2025. If the Court approves the Settlement Agreement after June 23, 2025, Defendant shall transmit the full Gross Settlement Amount (i.e., \$400,000.00) within fourteen (14) calendar days of the Court’s approval of the Settlement Agreement.

16. No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and the full funding of the Gross Settlement Amount, the Settlement Administrator will distribute the Individual PAGA Payments to Aggrieved Employees, the LWDA Payment to the LWDA, the General Release Fee to Plaintiff, the Attorneys’ Fees and Costs to

1 Plaintiff's Counsel, and the Settlement Administration Costs to itself.

2 17. The Individual PAGA Payment checks issued to Aggrieved Employees will remain  
3 valid and negotiable for one hundred and eighty (180) calendar days, and thereafter, will be canceled.  
4 Any funds associated with such canceled checks will be distributed to the State Controller's Office  
5 Unclaimed Property Division in the name of the Aggrieved Employee at issue and in the amount of  
6 their respective Individual PAGA Payment(s).

7 18. If the actual number of Pay Periods worked by the Aggrieved Employees during the  
8 PAGA Period increases is more than ten percent (10%) above 15,482, the Gross Settlement Amount  
9 will be increased by the percentage that the actual number exceeds 17,030 Pay Periods. For example,  
10 if the number of Pay Periods increases by eleven percent (11%) (i.e., 17,185 Pay Periods), the Gross  
11 Settlement Amount will increase by one percent (1%).

12 19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

13 20. Upon the date of the Court's order granting approval of the Settlement Agreement and  
14 full funding of the Gross Settlement Amount, Plaintiff, the Aggrieved Employees, and the State of  
15 California with respect to Aggrieved Employees, will be deemed to have fully, finally, and forever  
16 released, settled, compromised, relinquished, and discharged Defendant and its former and present  
17 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, and  
18 assigns from any and all claims arising from any of the factual allegations in the Operative Complaint  
19 and PAGA Notice, which were alleged or could have been alleged based on the facts and theories  
20 asserted in the Operative Complaint and PAGA Notice, arising during the PAGA Period, for civil  
21 penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et*  
22 *seq.*, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal  
23 and rest periods and associated premium payments at the regular rate of pay, timely pay wages during  
24 employment and upon termination, provide accurate wage statements, maintain complete and accurate  
25 payroll records, and reimburse necessary business-related expenses in violation of California Labor  
26 Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800,  
27 and 2802, and the applicable Industrial Welfare Commission Wage Orders.

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1           21.     No individualized notice of this Order and Judgment is required to be provided to the  
2 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online  
3 system established for the filing of notices and documents, in conformity with California Labor Code  
4 § 2699(1)(3).

5           22.     A Non-Appearence Final Accounting Hearing is set for \_\_\_\_\_ at  
6 \_\_\_\_\_ in Department 78 of the above-entitled Court. A Final Report is due to be filed no later  
7 than \_\_\_\_\_ confirming that disbursements were made pursuant to the Settlement  
8 Agreement.

9  
10           **IT IS SO ORDERED.**

11  
12 Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Tiana J. Murillo  
Judge of the Superior Court

# **EXHIBIT 1**

To: <<First Name>><<Last Name>>  
<<Street Address>>  
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*  
Los Angeles County Superior Court Case No. 24STCV15637

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court Case No. 24STCV15637.

The Action was filed on June 21, 2024 by Jose Manuel Amaro Bernal (“Plaintiff”) against his former employer Joseph Holt Plastering, Inc. (“Defendant”), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse business expenses. Prior to initiating the lawsuit, on April 15, 2024, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1022374-24 (“PAGA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations. A settlement was reached between Plaintiff and Defendant.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period April 15, 2023 to September 23, 2024 is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of Court’s approval of the Settlement Agreement and full funding of the Gross Settlement Amount>>, the Released Parties were fully, finally, and forever released, settled, compromised, relinquished, and discharged from the Released Claims.

“Released Parties” means Defendant and its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, and assigns.

“Released Claims” means any and all claims arising from any of the factual allegations in the Operative Complaint and PAGA Notice, which were alleged or could have been alleged based on the facts and theories asserted in the Operative Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, for Defendant’s

**COVER LETTER**

alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments at the regular rate of pay, timely pay wages during employment and upon termination, provide accurate wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

**Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions.** If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].

**PROOF OF SERVICE**

*Bernal v. JOSEPH HOLT PLASTERING, INC*  
Los Angeles County Superior Court, Case No. 24STCV15637

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Daina Lindsey, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On February 7, 2025, I served a copy of the following document(s): **[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS**

on the interested parties as follows:

Boris Sorsher

Lisa L. Peterson

Fawn F. Bekam

**FISHER & PHILLIPS LLP**

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fbekam@fisherphillips.com.com

*Attorneys for Defendant JOSEPH HOLT  
PLASTERING, INC.*

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the addressee(s) listed above via email from email address [dlindsey@blackstonepc.com](mailto:dlindsey@blackstonepc.com) pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency

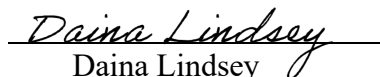
Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

☒ **BY ONLINE SUBMISSION:** The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 7, 2025 at Beverly Hills, California.

  
Daina Lindsey