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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JONATHAN QUENGA, as an individual, and on
behalf of all others similarly situated,

Plaintiff,

vs.

SCORPION SERVICES, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. CIVSB2417682

*[Assigned for all purposes to the Hon.
Wilfred J. Schneider, Jr., Dept. S32]*

CLASS ACTION

**[PROPOSED] FINAL ORDER OF
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: September 15, 2026
Time: 8:30 a.m.
Department: S32

Complaint Filed: May 28, 2024
FAC Filed: August 5, 2024
SAC Filed: November 20, 2025
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on September 15, 2026, at
2 8:30 a.m. pursuant to California Rule of Court 3.769; this Court’s March 12, 2026 Order Granting
3 Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”).
4 Having considered the Parties’ Class Action and PAGA Settlement Agreement (the “Settlement”
5 or “Settlement Agreement”) attached as Exhibit 1 to the Preliminary Approval Order and the
6 submissions of counsel, and recognizing the sharply disputed factual and legal issues involved in
7 this case, the risks of further prosecution and the benefits to be received by the Class pursuant to
8 the Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair,
9 reasonable, and adequate, and is the product of good faith, arm’s-length negotiations between the
10 Parties.

11 Unless otherwise indicated, all terms used in this Order shall have the same meaning as
12 that assigned to them in the Settlement.

13 Good cause appearing thereof, the Court hereby GRANTS Plaintiffs’ Motion for Final
14 Approval of Class Action Settlement, Class Representatives’ Service Awards, and Attorneys’
15 Fees and Costs, and ORDERS as follows:

16 1. The conditional class certification contained in the Preliminary Approval Order is
17 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
18 Class consisting of:

19 All non-exempt employees who worked for Defendant Scorpion Services, Inc. at any
20 time between October 1, 2023, through November 11, 2025 (the “Class Period”).

21 2. Plaintiffs Jonathan Quenga and Robert Enriquez are hereby confirmed as Class
22 Representatives and as the representative Plaintiffs prosecuting the PAGA claims on behalf of the
23 State of California and the Aggrieved Employees, and Daniel J. Brown of Stansbury Brown Law,
24 PC and Manny Starr and Daniel Ginzburg of Frontier Law Center are hereby confirmed as Class
25 Counsel.

26 3. As stated in paragraph 7 of the Declaration of Tarus Dancy on Behalf of Apex
27 Class Action, LLC In Support of Final Approval of Class Action and PAGA Settlement (“Dancy
28 Decl.”), the Escalator Clause at paragraph 8 of the Settlement was triggered. Defendant elected

1 to exercise its right under that provision to end the Class Period on November 11, 2025.
2 Accordingly, the Class Period of October 1, 2023 through the date preliminary approval was
3 granted, preliminarily approved in the Preliminary Approval Order, is revised to end on
4 November 11, 2025. The Escalator Clause operates by its terms only on the number of
5 Workweeks in the Class Period, and paragraph 8 of the Settlement further provides that there
6 shall be no adjustment to the LWDA PAGA Payment or the Individual PAGA Payments. The
7 PAGA Period therefore remains October 1, 2023 through March 12, 2026, as preliminarily
8 approved by the Court, and the Class Notice mailed to Class Members and Aggrieved Employees
9 so stated.

10 4. Notice was provided to the Settlement Class as set forth in the Settlement, which
11 was preliminarily approved by the Court on March 12, 2026, and the notice process has been
12 completed in conformity with the Court's Preliminary Approval Order. The Court finds that said
13 notice was the best notice practicable under the circumstances. The Class Notice provided due
14 and adequate notice of the proceedings and matters set forth herein, informed Settlement Class
15 Members of their rights, and fully satisfied the requirements of California Rule of Court 3.769
16 and due process.

17 5. The Court finds that no Class Member objected to, disputed or requested exclusion
18 from the Settlement, and that the 100% participation rate in the Settlement supports final approval.
19 Pursuant to paragraph 9 of the Preliminary Approval Order, the Settlement Administrator filed
20 its declaration concurrently with the Motion for Final Approval and confirmed that it received no
21 Requests for exclusion and no objections to authenticate.

22 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
23 reasonable, and adequate, and directs the Parties to effectuate the Settlement according to its
24 terms.

25 7. For purposes of settlement only, the Court finds that (a) the members of the
26 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
27 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
28 community of interest among members of the Settlement Class with respect to the subject matter

1 of the litigation; (c) the claims of the Class Representatives are typical of the claims of the
2 members of the Settlement Class; (d) the Class Representatives have fairly and adequately
3 protected the interests of the Settlement Class Members; (e) a class action is superior to other
4 available methods for an efficient adjudication of this controversy; and (f) Class Counsel are
5 qualified to serve as counsel for the Class Representatives and the Settlement Class.

6 8. The Court finds that given the absence of objections, and objections being a
7 prerequisite to appeal, that this Order and Judgment shall be considered final as of the date of
8 notice of entry.

9 9. The Court orders that the Gross Settlement Amount (“GSA”) of Two Hundred
10 Thousand Dollars and Zero Cents (\$200,000.00) shall be deposited with the Settlement
11 Administrator, Apex Class Action, LLC (“Apex”), as provided in the Settlement. Pursuant to
12 paragraph 4.3 of the Settlement, Defendant shall fund the Gross Settlement Amount in three
13 installments: \$100,000.00 within fifteen (15) days of Preliminary Approval, which Apex received
14 on March 26, 2026; \$50,000.00 within six (6) months of the First Installment Payment or within
15 fifteen (15) days of Final Approval, whichever is earlier; and \$50,000.00 within six (6) months
16 of the Second Installment Payment. Apex shall hold all installments in a Qualified Settlement
17 Fund established pursuant to paragraph 7.3 of the Settlement. Pursuant to paragraph 4.4 of the
18 Settlement, the Settlement Administrator shall disburse all payments required by the Settlement
19 within forty (40) calendar days of the date on which the Gross Settlement Amount is fully funded.
20 If Defendant fails to timely fund any installment described above, Class Counsel shall provide
21 written notice of the default to Defense Counsel. Defendant shall have ten (10) calendar days
22 from the date of such notice to cure the default. If Defendant fails to cure the default within that
23 period, the entire remaining unpaid balance of the GSA shall be accelerated and shall immediately
24 become due and payable.

25 10. Any Settlement funds that remain uncashed after the void date on each check, not
26 less than 180 days after they are mailed, shall not be re-issued and instead shall be transferred to
27 the San Bernardino Community Service Center, Inc. as the *cy pres* recipient.

28 11. The Court finds that the payments to Participating Class Members and Aggrieved

1 Employees, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the
2 Settlement Administrator to distribute these payments in conformity with the terms of the
3 Settlement.

4 12. The Court finds that Class and PAGA Representative Service Awards in the
5 amount of Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiffs Jonathan Quenga and
6 Robert Enriquez each are appropriate for their risks undertaken and service to the Settlement
7 Class. The Court finds that these payments are fair, reasonable, and adequate, and orders that the
8 Settlement Administrator make these payments in conformity with the terms of the Settlement.
9 The Court further finds that each Plaintiff is entitled to a Class Representative Service Payment
10 for service rendered both as a Class Representative and as a representative Plaintiff prosecuting
11 the PAGA claims on behalf of the State of California and the Aggrieved Employees, including
12 the time each Plaintiff devoted to the Action, the risks each Plaintiff undertook in bringing and
13 prosecuting the Action in his own name, and the general release each Plaintiff has given under
14 paragraph 5.1 of the Settlement, which is broader than the release given by absent Participating
15 Class Members.

16 13. The Court approves Nineteen Thousand Four Hundred Eighty Dollars and Eighty-
17 Five Cents (\$19,480.85) for litigation costs incurred and anticipated, which is less than the
18 maximum amount set forth in the Settlement Agreement and Class Notice. The Court approves
19 an attorneys' fee award in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00),
20 which represents twenty-five percent (25%) of the Gross Settlement Amount and is less than the
21 maximum amount set forth in the Settlement Agreement and Class Notice. Further, the Court
22 orders the Settlement Administrator to pay Class Counsel \$50,000.00 in attorneys' fees and
23 \$19,480.85 for Class Counsel's costs, and orders the Settlement Administrator to distribute these
24 payments to Class Counsel in conformity with the terms of the Settlement and by no later than
25 the date that the Settlement Administrator disperses payments to Settlement Class Members and
26 Aggrieved Employees. Class Counsel have disclosed to Plaintiffs, and Plaintiffs consented in
27 writing to a division of any attorneys' fees award among Stansbury Brown Law, PC and
28 Abramson Labor Group, the firm that referred this matter to Stansbury Brown Law, PC, in

1 accordance with rule 1.5.1 of the California Rules of Professional Conduct. The Court finds that
2 the division was properly disclosed and consented to, and orders the Settlement Administrator to
3 disburse the attorneys' fees award as follows: seventy-five percent (75%) to Stansbury Brown
4 Law, PC, and twenty-five percent (25%) to Frontier Law Center. As disclosed to and consented
5 to by Plaintiffs, Stansbury Brown Law, PC owes twenty percent (20%) of its share to Abramson
6 Labor Group, the firm that referred this matter, which Stansbury Brown Law, PC shall pay from
7 its own share and which requires no separate disbursement by the Settlement Administrator. The
8 Court further orders the Settlement Administrator to disburse the litigation costs award as
9 follows: Sixteen Thousand Three Hundred Ninety-Eight Dollars and Six Cents (\$16,398.06) to
10 Stansbury Brown Law, PC, and Three Thousand Eighty-Two Dollars and Seventy-Nine Cents
11 (\$3,082.79) to Frontier Law Center, reflecting the costs each firm advanced.

12 14. The Court finds that the PAGA Penalties of Ten Thousand Dollars and Zero Cents
13 (\$10,000.00) under the Labor Code Private Attorneys General Act are fair, reasonable, and
14 adequate, and orders that the Settlement Administrator pay seventy-five percent (75%) of the
15 PAGA Penalties, or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), to the
16 Labor & Workforce Development Agency ("LWDA"), and distribute the remaining twenty-five
17 percent (25%), or Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00), to
18 Aggrieved Employees as Individual PAGA Payments, in conformity with the terms of the
19 Settlement. The Court further finds that the PAGA settlement is fair, reasonable, and adequate in
20 view of the purposes of PAGA. Plaintiffs submitted the proposed Settlement to the LWDA on
21 February 7, 2026 and February 9, 2026, and the LWDA has not objected to or otherwise
22 commented on the proposed Settlement.

23 15. The Court orders that the Settlement Administrator shall be paid Nine Thousand
24 Four Hundred Ninety Dollars and Zero Cents (\$9,490.00) from the Gross Settlement Amount for
25 all of its work done and to be done until the completion of this matter, and finds that sum
26 appropriate. Apex Class Action, LLC is confirmed as the Settlement Administrator.

27 16. Pursuant to the terms of Settlement, the employer's share of payroll taxes for the
28 Wage Portion of the Individual Class Payments shall be paid by Defendant Scorpion Services,

1 Inc., separately, and in addition to, the Gross Settlement Amount.

2 17. Settlement is not an admission by Defendant, nor is this Order and Final Judgment
3 a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this
4 Order and Final Judgment, the Settlement, nor any document referred to herein, nor any action
5 taken to carry out the Settlement, shall be construed or deemed an admission of liability,
6 culpability, or wrongdoing on the part of Defendants.

7 18. Effective on the date when Defendant fully funds the entire Gross Settlement
8 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
9 Payments, Plaintiffs, and all Settlement Class Members who did not opt out of the Settlement
10 (collectively, “Participating Class Members”) shall be deemed to have released the Released
11 Parties, on behalf of themselves and their respective former and present representatives, agents,
12 attorneys, heirs, administrators, successors and assigns, from all claims that were alleged, or
13 reasonably could have been alleged in the Class Period based on the facts stated in the Second
14 Amended Class and Representative Action Complaint and ascertained in the course of the Action,
15 including but not limited to claims for Defendant’s alleged failures to: (a) pay all minimum
16 wages; (b) pay overtime wages; (c) provide accurate and itemized wage statements; (d) provide
17 meal periods; (e) provide rest periods; (f) pay all wages due upon separation of employment; (g)
18 provide safe working conditions; (h) comply with California Business & Professions code section
19 17200, et. seq (the “Released Class Claims”). The release extends to the limits of the Class
20 Period. Participating Class Members do not release any other claims, including claims for vested
21 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
22 unemployment insurance, disability, social security, workers’ compensation or claims based on
23 facts occurring outside the Class Period. As referenced herein, “Released Parties” shall
24 collectively mean: Defendant Scorpion Services, Inc. and each of its former and present directors,
25 officers, shareholders, owners, including but not limited to Moti Shapira, members, attorneys,
26 insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

27 19. The State of California and all non-exempt employees who worked for Defendant
28 at any time between October 1, 2023, through March 12, 2026 (the “PAGA Period”) (collectively,

1 “Aggrieved Employees”), regardless of whether they opted out of the Settlement Class, shall,
2 effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds
3 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, shall be
4 deemed to have released, on behalf of themselves and their respective former and present
5 representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released
6 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
7 alleged, during the PAGA Period based on the facts stated in the SAC and the PAGA Notice,
8 including but not limited to claims for PAGA Penalties for Defendant’s alleged failures to: (a)
9 pay all minimum wages; (b) pay overtime wages; (c) provide accurate and itemized wage
10 statements; (d) provide meal periods; (e) provide rest periods; (f) pay all wages due upon
11 separation of employment; (g) provide safe working conditions; (h) comply with California
12 Business & Professions code section 17200, et. seq; and (i) comply with the Private Attorney
13 General Act, California Labor Code sections 2698-2699. The release extends to the limits of the
14 PAGA Period.

15 20. The releases identified herein shall be null and void should the Settlement not be
16 fully funded.

17 21. This document shall constitute a final judgment pursuant to California Rule of
18 Court 3.769(h) which provides, “If the court approves the settlement agreement after the final
19 approval hearing, the court must make and enter judgment. The judgment must include a
20 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
21 judgment. The court may not enter an order dismissing the action at the same time as, or after,
22 entry of judgment.” Pursuant to section 664.6 of the California Code of Civil Procedure, the Court
23 will retain jurisdiction to enforce the Settlement and this Final Order and Judgment.

24 22. Settlement Class Members and Aggrieved Employees will receive notice of this
25 Order and Final Judgment with their settlement payments. Notice of this Order and Final
26 Judgment will also be posted on the Settlement Administrator’s website.

27 23. Pursuant to Labor Code section 2699 and the terms of the Settlement, Plaintiffs
28 shall submit a copy of this Final Order and Judgment to the Labor & Workforce Development

1 Agency.

2 24. The Court sets a Compliance and Final Accounting Hearing for
3 _____ (no earlier than February 16, 2028), at which the Court will confirm that all
4 payments required by the Settlement, including the transmission of any residual funds to the cy
5 pres recipient, have been completed. The Settlement Administrator's disbursement declaration
6 shall be filed no later than fifteen (15) days before that hearing. The Court retains jurisdiction to
7 advance, continue, or vacate that hearing upon a showing that distribution has been completed.

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9 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

10 Dated: _____, 2026

11 _____
12 Wilfred J. Schneider, Jr.
13 Judge of the Superior Court
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