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WILLIAM FENNELL

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

WILLIAM FENNELL, an individual and as a
representative of aggrieved employees pursuant to the
Private Attorneys General Act (PAGA),

Plaintiff,

vs.

CALIFORNIA RESOURCES CORPORATION, a
corporation; and DOES 1 through 10 inclusive,

Defendant.

Case No. **24LBCV01994**

*[Assigned for all Purposes to the
Hon. Mark C. Kim, Dept. S27]*

**[AMENDED ~~PROPOSED~~] ORDER
GRANTING PLAINTIFF WILLIAM
FENNELL'S MOTION FOR APPROVAL
OF PAGA SETTLEMENT**

RESERVATION ID: 939990222523

Date: December 9, 2025
Time: 8:30 a.m.
Dept: S27

Complaint Filed: September 16, 2024
Final Status Conference: January 9, 2026
Trial Date: January 12, 2026

FILED
Superior Court of California
County of Los Angeles
12/09/2025

David W. Slayton, Executive Officer / Clerk of Court

By: B. Viola Deputy

1 **TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 Plaintiff WILLIAM FENNELL's ("Plaintiff") Motion for Approval of PAGA Settlement
3 [Unopposed] ("Motion") Motion for Approval of PAGA Settlement [Unopposed] ("Motion") came on
4 regularly for hearing on December 9, 2025, at 8:30 a.m. in Department S27 of the above-entitled Court,
5 the Honorable Mark C. Kim presiding.

6 Based on the Court's review of the briefs and evidence submitted in connection with the Motion
7 and applicable laws including but not limited to Labor Code section 2698 *et seq.*, the Court GRANTS the
8 Motion as set forth herein.

9 **A. Procedural History**

10 The Court held a hearing on the Motion on December 9, 2025 and appointed Colby Law Firm, PC
11 as counsel for the Aggrieved Employees.

12 **B. Summary of Settlement**

13 1. **Aggrieved Employees Definition:** The Aggrieved Employees are all "person[s] employed
14 by Defendant in California and classified as a non-exempt [employee] who worked for Defendant during
15 the PAGA Period [July 12, 2023 to August 11, 2025]." [Settlement Agreement, ¶ 1.19.]

16 2. **PAGA Period:** The PAGA Period is "the period from July 12, 2023 to August 11, 2025."
17 [Id., ¶ 1.19.]

18 3. **Gross Settlement Amount:** The Gross Settlement Amount is \$200,000. [Id., ¶
19 3.1.] Defendant shall fund the settlement within twenty-one (21) days of the Effective Date. [Id., ¶ 4.3]

20 4. **Settlement Allocation:** The Court approves payments in the following amounts from the
21 Gross Settlement Amount.

- 22 • \$66,000 for Attorneys' Fees (33% of GSA);
- 23 • \$1,000 for Litigation Costs;
- 24 • \$6,000 for Settlement Administration Costs; and
- 25 • \$127,000 for PAGA Penalties, with 65% (\$82,550) payable to the LWDA and 35%
26 (\$44,450) payable to the Aggrieved Employees.

27 [Id., Section 3.]

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1 **5. Released Parties:** The Released Parties are “Defendant and each of its former and present
2 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns
3 subsidiaries, and affiliates.” [Id., ¶ 1.26]

4 **6. PAGA Released Claims:** On the date that Defendant fully funds the settlement, “All
5 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and
6 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
7 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
8 on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including any alleged
9 failure to pay wages or overtime, failure to provide meal periods and/or pay meal period premiums, failure
10 to provide rest periods and/or pay rest period premiums, failure to pay wages or timely pay wages at
11 termination, failure to provide accurate wage statements, and/or arising under any of the Labor Code or
12 Wage Order provisions identified in the Operate Complaint and/or PAGA Notice.” [Id., ¶ 5.2.]

13 **7. Plaintiff’s Release:** “Plaintiff and his former and present spouse(s), representatives,
14 agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally,
15 release and discharge Released Parties from all claims, transactions, or occurrences arising during or that
16 occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably
17 could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice
18 (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this
19 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security
20 benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the
21 PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition
22 to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s
23 Release shall be and remain effective in all respects, notwithstanding such different or additional facts or
24 Plaintiff’s discovery of them.” [Id., ¶ 5.1.] Release includes a Section 1542 waiver. [Id., ¶ 5.1.1.] “PAGA
25 Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns
26 the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint
27 and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.” [Id., ¶ 5.3.]

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1 8. **Valuation of Claims:** The settlement is based on an estimated 492 Aggrieved Employees
2 who worked a total of 22,568 pay periods during the PAGA Pay Period. [Id., ¶ 4.1.] The Court has
3 reviewed Plaintiff's counsel's valuation and assessment of the claims raised and finds the Gross
4 Settlement Amount and terms of the settlement to be fair, adequate, and reasonable. [See Declaration of
5 Zoe Yuzna In Support of The Motion, Ex. D.]

6 9. **Payments to Aggrieved Employees:** Pro rata share of 35% of PAGA Penalties (\$44,450)
7 based on number of pay periods each Aggrieved Employee worked during PAGA Period. [Id., ¶ 3.2.3.1]
8 Aggrieved Employees assume full responsibility for any taxes owed on their individual payment. [Id., ¶
9 3.2.3.1.] PAGA payments will be reported to IRS. [Id., ¶ 3.2.3.2.] Settlement checks are negotiable for
10 180 days, and thereafter will be voided. [Id., ¶ 4.4.1.] Funds from uncashed checks will be transmitted to
11 State Controller's Unclaimed Property Fund. [Id., ¶ 4.4.3]

12 10. **Settlement Administration:** The Court appoints CPT Group, Inc. as the Settlement
13 Administrator. [Id., ¶ 7.1.]

14 11. **Objections:** Notice of this settlement was provided to the LWDA on September 24, 2025,
15 and the LWDA has not objected to the settlement. [Yuzna Decl., Ex. B.] As the real party in interest in
16 a PAGA action is the State, the Aggrieved Employees do not have a right to object or opt-out of the
17 settlement.

18 12. **Notice to Aggrieved Employees:** The Court approves the proposed notice to accompany
19 settlement payments mailed to Aggrieved Employees. [Yuzna Decl., Ex. C.]

20 13. **Continuing Jurisdiction:** Settlement states that Court will retain jurisdiction to enforce
21 the settlement pursuant to CCP § 664.6. [Settlement, ¶ 9.]

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1 **C. Order On The Motion**

2 IT IS ORDERED that **the Motion is GRANTED and the PAGA Settlement is approved.**

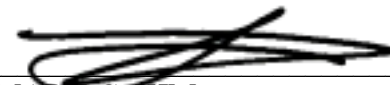
3 IT IS FURTHER ORDERED that:

- 4 • Colby Law Firm, PC shall submit a copy of the Order and Judgment to the LWDA within
5 **ten (10) calendar days** after entry of the Order and Judgment, and file a proof of service
6 within **five (5) calendar days** of the date the Order is entered.
- 7 • The Final Accounting Hearing is set for 3/25/2026 at 8:30 ~~a.m./p.m.~~ in
8 **Department S27**. Counsel must submit a final report regarding distribution of the
9 settlement funds at least **fourteen (14) calendar** days prior to the hearing.

10 **IT IS SO ORDERED.**

11 DATED: 12/09/2025



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14 MARK C. KIM
15 Judge of the Superior Court of California
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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the above-entitled action. My business address is COLBY LAW FIRM, PC, 13263 Ventura Boulevard, Suite 203, Studio City, California 91604.

On October 30, 2025, I served the following document(s) on the interested parties below:

• **[AMENDED PROPOSED] ORDER**

- Adam Levin, Esq. (axl@msk.com)
- Gary McLaughlin, Esq. (gmm@msk.com)
- Ricky Tai, Esq. (wkt@msk.com)
- Eirlys McKenzie (egd@msk.com)
- Diane Davis (dpd@msk.com)

VIA ELECTRONIC MAIL – I served a true and correct copy of the above document(s) by electronic delivery pursuant to C.C.P. 1010.6, calling for agreement to accept service by electronic delivery, to the interested parties in this action as indicated above.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed on October 30, 2025 at Riverside County, California.

Phyllis

Signature